Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
Suite 603, City-County Bldg.
Knoxville, TN 37902

tel (865) 215-2534
fax (865) 215-2038
commission@knoxcounty.org

THE KNOX COUNTY BOARD OF COMMISSIONERS SHALL MEET IN REGULAR SESSION TO CONSIDER THE LEGISLATIVE AGENDA ON MONDAY, AUGUST 25, 2025 AT 5:00 P.M. IN THE MAIN ASSEMBLY ROOM OF THE CITY-COUNTY BUILDING, 400 WEST MAIN STREET. ALL AGENDA ITEMS ARE SUBJECT TO VOTE.

I. CALL TO ORDER/ROLL CALL (5:00 P.M.):

A. Devotional
Commissioner Kim Frazier

B. Pledge of Allegiance to the Flag
Commissioner Damon Rawls

C. Amendments to the Agenda

D. Education Consent Calendar

1. R-25-8-201 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a K12 Terms of Service with Scoir, Inc. for the provision of a college and career planning management system and services to educate and assist students in their post-secondary pursuits at a cost of $23,728.96.
(Schools)

2. R-25-8-202 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Program Agreement with Array Education, Inc. and its Teach Like a Champion program for a two-day in-person professional development workshop for Lonsdale Elementary School at a cost of $32,500.00.
(Schools)

3. R-25-8-203 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with Jenkins & Stiles, LLC for the construction of additions and renovations to Halls Middle School in the amount of $13,122,000.00.
(Schools)

4. R-25-8-204 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Voice Terms and Conditions with United Data Technologies, Inc. through a TIPS Cooperative Contract for the provision of voice-over-IP telephone services at an approximate annual cost of $415,000.00.
(Schools)

5. R-25-8-205 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Carahsoft Technology Corporation for Cloud Analytics, Data Warehouse and Dashboard Services for the term of August 1, 2025 through July 31, 2028 at an annual cost of $331,922.40.
(Schools)

6. R-25-8-206 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with Instruction Partners, Kids First Education, LLC, Marzano Research, National Institute of Excellence in Teaching (NIET), PIVOT: School Improvement Leaders, and TNTP, Inc. for the provision of Evidence-Based Instruction Strategies Consulting for the term of September 1, 2025 through August 31, 2026, which may be extended for four (4) additional years.
(Schools)

7. R-25-8-207 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding between the Knox County Health Department and Knox County Board of Education in an amount up to $648,195.89 for the In School Health Program for the term of July 1, 2025 through June 30, 2026.
(Schools)

8. R-25-8-208 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the receipt of a Tennessee Department of Education Fiscal Year 2026 CTE Perkins Reserve Grant in the amount of $50,000.00.
(Schools)

9. R-25-8-209 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract with the Tennessee Department of Transportation for receipt of an Aeronautics Division 2025 Aviation Education Grant in the amount of $20,000.00 for Powell High School.
(Schools)

10. R-25-8-210 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $111,615.86.
(Schools)

E. General Government Consent Calendar

11. R-25-8-301 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Overtime Reimbursement Agreement with the Tennessee Bureau of Investigation and the Tennessee Dangerous Drugs Task Force for the use of Law Enforcement under the Heroin/Opioid Investigation Overtime Expense Program for the reimbursement of up to $9,600.00 per officer in overtime expenses incurred by the Knox County Sheriff's Office.
(Sheriff)

12. R-25-8-302 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Overtime Reimbursement Agreement with the Tennessee Bureau of Investigation and the Tennessee Dangerous Drugs Task Force for the use of Law Enforcement under the Methamphetamine Investigation Overtime Expense Program for the reimbursement of up to $9,600.00 per officer in overtime expenses incurred by the Knox County Sheriff's Office.
(Sheriff)

13. R-25-8-401 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a supplement in the amount of $45,000.00 to the existing professional services contract with LDA Engineering for additional work to extend the scope of improvements on Bakertown Road.
(Engineering and Public Works)

14. R-25-8-402 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a State Aid Contract with the Tennessee Department of Transportation (TDOT) for the resurfacing of Hill Road from Andersonville Pike to E. Raccoon Valley Drive for an estimated project cost of $1,633,332.22 with $1,600,665.58 (98%) being provided by TDOT and $32,666.64 (2%) being provided by Knox County.
(Engineering and Public Works)

15. R-25-8-403 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a State Aid Contract with the Tennessee Department of Transportation (TDOT) for the resurfacing of Ball Road from Frostland Lane to Oak Ridge Highway for an estimated project cost of $862,111.69 with $844,869.46 (98%) being provided by TDOT and $17,242.23 (2%) being provided by Knox County.
(Engineering and Public Works)

16. R-25-8-404 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a State Aid Contract with the Tennessee Department of Transportation (TDOT) for the resurfacing of Yarnell Road from Everett Road to Lovell Road for an estimated project cost of $1,728,913.83 with $1,694,335.55 (98%) being provided by TDOT and $34,578.28 (2%) being provided by Knox County.
(Engineering and Public Works)

17. R-25-8-405 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a State Aid Contract with the Tennessee Department of Transportation (TDOT) for the resurfacing of N Campbell Station Road from Ridgeland Drive to Hardin Valley Road for an estimated project cost of $691,977.09 with $678,137.55 (98%) being provided by TDOT and $13,839.54 (2%) being provided by Knox County.
(Engineering and Public Works)

18. R-25-8-406 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Encroachment Agreement with Products (SE) Pipe Line Corporation needed for the construction of the Canton Hollow Road Improvement Project.
(Engineering and Public Works)

19. R-25-8-501 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding Funding Agreement with Firehouse Subs Public Safety Foundation in the amount up to $41,324.00 by form of a grant award for the direct purchase and title to Knox County of a 2025 Polaris Ranger Crew XD 1500 for the use of Knox County Fire Prevention Bureau for the benefit of Knox County residents. (No Local Match Required)
(Community Development)

20. R-25-8-601 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Letter of Agreement for a Direct Appropriation Grant in the amount of $206,100.00 with the Tennessee Department of Health for the provision of the State HIV Surveillance and Prevention Program for Knox County. (No local match required)
(Health Department)

21. R-25-8-802 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Specific Performance Real Estate Sales Contract with Rakesh Battineni for the sale of 1028 Old Cedar Bluff Road (Parcel ID 105 078) in the amount of $2,163,000.00, which is the $2,100,000.00 bid price at auction plus 3% buyer's premium of $63,000.00 to Powell Auction & Realty. (Sale proceeds will be used for the renovation of the new West Satellite Office of the Clerk, Health Department, and Trustee) *(Procurement)*

22. R-25-8-803 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Liquidity Services Operations LLC dba GovDeals for an online auction system for surplus property. *(Procurement)*

23. R-25-8-804 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Agreement of Sale with Sutherland Partners, LLC for the eastern portion of 0 Sutherland Avenue (Parcel ID 108AE020) for $31,500.00. *(Procurement)*

24. R-25-8-901 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Software License and Related Professional Services Agreement with Woolpert, Inc. for Appraisal Technology Integration to facilitate Knox County's discovery and appraisal of real estate and equalization of values. *(Property Assessor)*

25. R-25-8-908 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving receipt of a donation of approximately $6,000.00 **To Be Added** from Food City for coffee service at six (6) Knox County Senior Centers for the period of September 1, 2025 through August 31, 2026. (No local match required) **(TO BE ADDED)** *(Veterans & Senior Services)*

F. Honorary Resolutions

26. R-25-8-101 Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the Knox County Sheriff's Office and United States Immigration and Customs Enforcement. *(Commissioners Fox and Lee)*

27. R-25-8-102 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring Sheriff Tom Spangler for receiving the Courageous Lion Award from the Tennessee Sheriffs' Association. **(TO BE ADDED)** *(Commissioners Oster and Frazier)*

G. Presentations

H. Public Forum - Agenda Items Only

I. Approval of Minutes of Previous Meeting

J. Drives and Roads

28. Consideration of the closure of the unimproved Hayes Road right of way located south of parcel ID 130 175 and north of parcel IDs 130 17601/17602. *(Commissioner Hill)*

29. Consideration of the closure of an unnamed Right-of-Way that was the original alignment of Hoyle Beals Drive, situated between Middlebrook Pike and the relocated Hoyle Beals Drive, Commission District 6. *(Engineering and Public Works)*

K. Line Item Transfers

30. Line Item Transfers - Total amount of $235,646.77. *(Finance)*

L. Budget Amendments

31. Budget Amendments - Total amount of $531,394.75. *(Finance)*

M. Notary Public Applications

N. Spread of Record

32. Spread of Record the Knox County Mayor's Order reappointing Kelly Barger to the Hallsdale-Powell Utility District Board of Commissioners. *(County Mayor)*

33. Spread of Record Travel of the 2025 National Association of Counties (NACO) Annual Legislative Conference.
(Commissioner Durrett)

O. General Government Resolutions (non-consent)

34. R-25-8-110 Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the resignation of Michelle Hollenhead (District 5 seat) from the Knox County Library Advisory Board and appointing Becky Hofseth to complete the unfulfilled term of Ms. Hollenhead on the Library Advisory Board, which term expires July 1, 2026.
(Commissioner Russell)

35. R-25-8-111 **Defer to September** Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the resignation of Ms. Kyle Nahrebne (District 8 seat) from the Knox County Library Advisory Board and appointing _____ to complete the unfulfilled term of Ms. Nahrebne on the Library Advisory Board, which term expires July 1, 2026. **(DEFER TO SEPTEMBER AT REQUEST OF SPONSOR)**
(Commissioner Thompson)

36. R-25-8-407 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction contract with Norris Brothers Excavating, LLC in the amount of $9,327,610.00 for the installation of a pump station and associated work to proactively manage the elevation of Bluegrass Lake to prevent future flooding events. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**
(Engineering and Public Works)

37. R-25-8-801 Consideration of a Resolution of the Commission of Knox County, Tennessee, designating/committing and appropriating funds in the amount of $5,752,313.29 from Fiscal Year 2025 to Fiscal Year 2026 for various funds and departments.
(Finance)

38. R-25-8-902 **Defer to September** Consideration of a Resolution of the Commission of Knox County, Tennessee, codifying policies, procedures and new permitting related to utility poles. **(DEFER TO SEPTEMBER AT REQUEST OF SPONSOR)**
(Commissioner Jay)

39. R-25-8-903 Consideration of a Resolution of the Commission of Knox County, Tennessee, requesting the Knox County Ethics Committee to conduct a comprehensive review and revision of the Knox County Code of Ethics.
(Commissioner Frazier)

40. R-25-8-904 Consideration of a Resolution of the Commission of Knox County, Tennessee, to establish legislative review of applications for state or federal financial assistance.
(Commissioner Fox)

41. R-25-8-905 Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rule I, Board of Commissioners, by adding a new Section X regarding Electronic Participation for Commissioners. **(REQUIRES 2/3 VOTE)**
Requires 2/3 Vote
(Rules Committee)

42. R-25-8-906 Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rule V, Section S, Commissioners Not Serving on Committees with Family Members, regarding a Commissioner not serving on a Committee if that Commissioner has a family member working in a Knox County Government department which might be regulated, investigated, or overseen by such Committee, effective September 1, 2025.
(Rules Committee)

43. R-25-8-907 Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rule VI, Section H, Reorganization Meeting Order of Procedure, to amend the procedure for filling vacancies on committees.
(Rules Committee)

P. Ordinances on First Reading

44. O-25-8-101
1st Reading
Roll Call

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 42, Article II, Division 2, Section 42-53, "Merit System Board of Directors", to revise in Subsection (C) the qualifications for members of the Merit System Board to be eligible to serve if he/she has not previously been employed by the Sheriff's Office within five (5) years instead of ten (10) years preceding his/her appointment and to remove the requirement that a person is not eligible to serve on the Merit System Board if any member of the person's family is or becomes employed by the Knoxville Police Department. (Ord. No. O-90-9-111, adopted 9-10-90; Ord. No. O-91-8-114, adopted 11-25-91; Ord. No. O-95-4-101, adopted 4-24-95; Ord. No. O-19-1-101, adopted 2-25-19; and Ord. No. O-22-6-103, adopted 7-25-22) **(FIRST READING)** *(Commissioner Frazier)*

45. O-25-8-102
1st Reading
Defer to March 2026

Consideration of an Ordinance of the Commission of Knox County, Tennessee, repealing Section 58-1 of the Knox County Code regarding Vehicle Registration Fees. (Ord. No. O-03-5-101, adopted 6-23-03; Ord. No. O-04-5-101(A), adopted 6-28-04; Ord. No. 09-2-101, adopted 3-23-09; Ord. No. O-19-8-101, adopted 9-23-19; and Ord. No. O-19-9-101, adopted 10-28-19) **(DEFER TO MARCH 2026 AT REQUEST OF SPONSOR) (FIRST READING)** ***(REQUIRES 2/3 VOTE)*** *(Commissioner Jay and County Mayor)*

Q. Ordinances on Second Reading

R. Public Forum - Open Topics

S. Other Business

T. Adjournment

RLA-17566 **R-25-8-201**

COMMISSION

Meeting Date: 08/25/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a K12 Terms of Service with Scoir, Inc. for the provision of a college and career planning management system and services to educate and assist students in their post-secondary pursuits at a cost of $23,728.96.
(Schools)

Attachments

Resolution

Terms of Service

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A K12 TERMS OF SERVICE WITH SCOIR, INC. FOR THE PROVISION OF A COLLEGE AND CAREER PLANNING MANAGEMENT SYSTEM AND SERVICES TO EDUCATE AND ASSIST STUDENTS IN THEIR POST-SECONDARY PURSUITS AT A COST OF $23,728.96.

RESOLUTION: **R-25-8-201**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into a K12 Terms of Service agreement with Scoir, Inc. for the provision of a college and career planning management system and services to educate and assist students in their post-secondary pursuits at a cost of $23,728.96; and

WHEREAS, the proposed agreement sets forth the terms and conditions for access to and use of the subscription services; and

WHEREAS, at its regularly scheduled meeting on August 7, 2025, the Knox County Board of Education approved the agreement with Scoir, Inc. for said purpose.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The K12 Terms of Service agreement with Scoir, Inc. for the provision of a college and career planning management system and services to educate and assist students in their post-secondary pursuits is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the K12 Terms of Service agreement with Scoir, Inc. for the provision of a college and career planning management system and services to educate and assist students in their post-secondary pursuits shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Note: As a cloud-based platform provider, Scoir is unable to negotiate bespoke terms and conditions with individual customers. We created these standard terms of service in consultation with our customers to be consistent with industry best practices, inclusive of a Data Privacy Addendum modeled after the Student Data Privacy Consortium's *National Data Privacy Agreement*. While we remain open to receiving suggestions that would improve our terms of service for all customers, we do not customize these terms of service for any individual customer.

SCOIR, INC.

K12 TERMS OF SERVICE

Effective Date: January 15, 2025

These Terms of Service (the "**Agreement**") contains the legal terms and conditions of your access to and use of the Services (as defined herein) provided by Scoir, Inc., a Delaware corporation, ("**Scoir**"). The term "**Customer**" as used herein means the educational institution, local educational agency, school administrative unit, education industry association, company, or other legal or professional entity that utilizes or intends to utilize the Services. By your accepting this Agreement, either by your online digital indication of acceptance or by your execution of an Order Form (as defined herein) that references this Agreement, you acknowledge that you have read, understand, and agree to the terms of this Agreement and you represent that you have the authority to bind your institution to this Agreement.

1. DEFINITIONS. Capitalized terms defined herein shall have the meanings ascribed to them, including the following terms, which shall have the following meanings:

"**Content**" means any information inputted into the Website by Scoir or by a User and which may be accessible by other Users.

"**Customer Data**" means any information inputted into the Website by Customer, at Customer's direction, or with Customer's permission, including, without limitation, information inputted by Invitees, and for which access is restricted to Customer, Invitees, and other Users that Customer or Invitees may permit.

"**Intellectual Property Rights**" means any patent, trademark, trade secret, service mark, copyright, moral right, right in design, know-how, and any other intellectual or industrial property rights anywhere in the world whether or not registered.

"**Invitee**" means any User who is authorized by Customer to use the Services, or any portion thereof, and for whom Customer has provisioned the Services. Invitees may include, without limitation, Customer's students and their parents or guardians, teachers, school counselors, and administrators.

"**Order Form**" means an ordering document entered into between Customer and Scoir that identifies Customer and specifies (i) the Products to which Customer is subscribing and which Scoir will provide to Customer pursuant to this Agreement, (ii) the Subscription Term, and (iii) the fees payable by Customer for the Services.

"**Products**" means Scoir's cloud-based software applications, tools, features, and utilities that are separately packaged, marketed, and priced by Scoir, each of which constitutes a portion of the Services and which collectively constitute the entirety of the Services.

"**Services**" means the cloud-based college and career planning and counseling platform, as further described in Section 2.1, provided or made available by Scoir through the Website.

"**Subscription Term**" means the period of time further defined in Section 7.1 during which this Agreement governs the relationship between Scoir and Customer with respect to the Services.

"**User**" means any person who creates an account on the Website. Users include, but are not limited to, Invitees.

"**Website**" means the public Internet site available at the domain **https://app.scoir.com**, including any subdomain thereof, and all associated mobile applications.

2. USE OF THE SERVICES

2.1. Description of Services. The Services include information and functionality intended to educate and assist students in their post-secondary pursuits. More specifically and without limitation, the Services enable students to search for and learn about careers, career pathways, and related post-secondary educational opportunities; to communicate with their school faculty and administrators; to receive, complete, and submit assignments related to their college and career planning; to engage with representatives from post-secondary educational institutions; to create, manage, and submit their applications for admission to institutions of higher education; and to solicit from school faculty and administrators the creation and delivery of documents related to the post-secondary education admissions and enrollment process. The Services include a guidance management system that enables school counselors and administrators to monitor and assist students in their post-secondary planning; to engage and collaborate with students, parents and guardians, and representatives of post-

secondary educational institutions; to manage the creation and delivery of documents related to applications for admission to institutions of higher education; and to collect, analyze, and report on student engagement, academic achievements, and post-secondary enrollment outcomes.

2.2. Additional Products. During the Subscription Term, Customer may add Products to the Services by executing one or more additional Order Form(s). Unless stated otherwise on an additional Order Form, this Agreement will apply to all Products and Services that Scoir provides Customer during the Subscription Term.

2.3. Customer's Use. Subject to the terms and conditions of this Agreement, Scoir grants Customer the non-exclusive, non-transferrable, non-sublicensable, worldwide right to access and use, and to grant Invitees access to use, the Services for Customer's own lawful and legitimate business or organizational purposes.

2.4. Use by Invitees. Customer acknowledges and agrees that it is solely responsible for (i) determining who is an Invitee; (ii) informing each Invitee that their use of the Services is subject to this Agreement; and (iii) controlling each Invitee's level of access to relevant portions of the Services.

2.5. Account Ownership. Customer shall, at all times during the Subscription Term, designate and have designated: (i) one Invitee as an "account owner" authorized to serve as primary liaison to Scoir for account-related communications; and (ii) no less than one Invitee as "account administrator" authorized to create accounts for and manage permissions of other Invitees.

2.6. Access Control. Customer shall take reasonable precautions to require its Invitees to secure usernames, passwords, and any other means of gaining access to the Services. Without limiting the foregoing, Customer agrees to not require Invitees to disclose their passwords and will promptly revoke any Invitee's access to the Services following the termination of such Invitee's employment or engagement by Customer. Customer will promptly notify Scoir of any suspected unauthorized access to, or use of, the Services known to Customer.

2.7. Restrictions of Use. When using the Services, Customer shall not knowingly (and shall use commercially reasonable efforts to prohibit any Invitee to):

(a) attempt to gain unauthorized access to any Personally Identifiable Information of a User;

(b) attempt to undermine the security or integrity of the Website and the Services, and, where the Services are hosted by a third party, that third party's computing systems and networks;

(c) use, or misuse, the Services in any way which would reasonably be expected to impair or degrade the functionality of the Services or Website, or other systems used to deliver the Services, or impair or degrade the ability of any other User to use the Services or Website;

(d) attempt to gain unauthorized access to any portions of the Services other than those expressly provisioned pursuant to a valid Order Form;

(e) transmit via, or input into, the Website, anything that directly or indirectly (i) knowingly contains any viruses, worms or other malicious computer programming codes intended or likely to damage Scoir's or any User's system or data; (ii) may reasonably be deemed to be offensive to a preponderance of Users; (iii) is deceptive, defamatory, obscene, pornographic, or unlawful; or (iv) knowingly infringes or misappropriates any Intellectual Property Rights of a third party;

(f) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Services for the benefit of any unauthorized third party;

(g) access or use the Services to build a similar or competitive product or service; or

(h) attempt to modify, copy, adapt, create derivative works of, reproduce, disassemble, decompile or reverse engineer the Services or any computer programs used to deliver the Services or to operate the Website.

3. SCOIR'S RESPONSIBILITIES.

3.1. Provision of Services. During the Subscription Term, Scoir will provide Customer and its Invitees access to use the Services as described in this Agreement and all applicable Order Forms. Scoir reserves the right to provide some or all elements of the Services through third-party service providers. Scoir shall be responsible for the acts or omissions of any third-party service providers as if they were the acts or omissions of Scoir.

3.2. User-Generated Content. Scoir may, but is not obligated to, monitor or review Content uploaded by Users to ensure that it is not inappropriate, erroneous, defamatory, libelous, slanderous, obscene, or profane. Scoir, in its sole discretion, may remove any Content from the Website. Notwithstanding the foregoing, Scoir will not be liable for the accuracy or appropriateness of any Content. In addition, certain portions of the Services may contain functionality by which Users may post reviews, make recommendations, or give ratings of Content. No review, recommendation, or rating provided within the Services shall be deemed to be either an endorsement by Scoir or an accurate statement of quality, competency, experience, or qualification pertaining to the subject matter thereof.

3.3. Data Privacy and Data Security. Scoir will safeguard the confidentiality of Customer Data in accordance with the Data Processing Addendum attached hereto as "**Appendix A**".

3.4. Accessibility. Scoir shall use reasonable efforts to ensure that the Services maintain, at all times during the Subscription Term, compliance with all applicable federal and state laws and regulations providing for equally effective and substantially equivalent ease of use for persons with disabilities, including but not limited to those set forth in the Americans with Disabilities Act (ADA). The Web Content Accessibility Guidelines (WCAG) 2.1 Level AA shall be used to evaluate conformance of the Services with this Section 3.4.

3.5. Service Reliability. Subject to the terms and conditions of this Agreement, Scoir will use commercially reasonable efforts to make the Services generally available for use by Customer and its Invitees at any time, excluding planned downtime and any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Scoir's own employees), Internet service provider failures or delays, denial of service attacks, or any other force majeure event or factors. Scoir acknowledges that Customer may consider a failure to reasonably meet its service reliability commitments to be a material breach of this Agreement. Accordingly, and notwithstanding anything to the contrary in this Agreement, Customer's sole remedy for Scoir's failure to reasonably meet its service reliability commitments shall be to terminate this Agreement for cause pursuant to Section 7.3.

3.6. Support Services. During the Subscription Term, Scoir will provide Customer and its Invitees with "help desk support" of the Products via email to **support@scoir.com** during customary business hours and via access to Scoir's online self-service support portal available at **https://scoir.helpdocs.io**. Scoir will use reasonable practices to respond to email support queries within one business day. Scoir reserves the right, in its sole discretion, to limit or deny access to support services to any Invitee who acts or who has acted in a way that might reasonably be determined to be harassing or abusive of Scoir's support representatives.

4. THIRD PARTY SERVICES. Through the Services, Customer and Invitees may be able to elect to receive services from partners of Scoir (each such service, a "**Third-Party Service**", and each such partner, a "**Partner**"). Third-Party Services are not provided on the Website and they are not considered part of the Services covered by this Agreement. Scoir is not responsible for Third-Party Services or any material, information or results available through Third-Party Services. Partners may require Customer and Invitees to agree to terms and conditions or agreements with respect to their provision of the Third-Party Services. Customer or Invitees are solely responsible for, and assume all risk arising from, Customer's or Invitees' election and receipt of any Third-Party Service. If Customer or Invitees elect to receive a Third-Party Service, Customer or Invitees, as the case may be, authorize Scoir to submit to the applicable Partner certain information about Customer or Invitees that such Partner may reasonably request in order to provide the Third-Party Service to Customer or Invitees, provided that Scoir's sharing of such information is (i) authorized by Customer or Invitees, as the case may be, and (ii) not otherwise prohibited by applicable law or regulation (the "**Shared Information**"). Customer is responsible for the accuracy of all Shared Information provided to Scoir and approved to be submitted to Partners. Customer represents and warrants that Customer have all the rights in and to any Shared Information necessary to provide Shared Information, and that Scoir's use of Shared Information as contemplated hereunder will not violate any rights of privacy or other proprietary rights, or any applicable local, state or federal laws, regulations, orders or rules. Customer and Invitees agree that, by electing to receive a Third-Party Service and consenting and authorizing Scoir to submit your Shared Information to a Partner, Customer and Invitees have waived and released any claim against Scoir arising out of a Partner's use of Shared Information. The foregoing will not apply to the extent prohibited by law.

5. FEES AND PAYMENTS.

5.1. Subscription Fees. In consideration for the access rights granted to Customer and the Services made available by Scoir under this Agreement, Customer will pay to Scoir the fees set forth in the Order Form(s) in accordance with the fee schedule(s) specified therein. Unless otherwise provided for in an Order Form, all undisputed fees are due and payable within thirty (30) days of the Customer's receipt date of the invoice. All fees paid are non-refundable except as otherwise provided for herein. Customer agrees to provide Scoir with complete, accurate, and current billing and contact information at all times. Customer and Scoir agree to work together in good faith to resolve any disputed fees in a timely manner.

5.2. Non-Payment. If Customer fails to pay undisputed amounts due under this Section 5, then Scoir's sole recourse is to suspend Services pursuant to Section 6.2 and to terminate this Agreement pursuant to Section 7.3 Notwithstanding the foregoing, if any Customer payment is dishonored or returned because it cannot be processed by a bank, Scoir reserves the right to charge Customer any bank fees or charges for return items that Scoir incurs.

5.3. Taxes. Scoir may charge, and Customer agrees to pay, any applicable sales, use, or value-added taxes applicable to the provision of the Services. Customer shall have no liability for any taxes based upon Scoir's gross revenues or net income.

(a) If Customer is a tax-exempt organization, Customer agrees to provide Scoir with a valid and accurate certificate of sales tax exemption within seven (7) days of submitting an Order Form.

(b) Scoir is solely responsible for timely remittance to state and/or local authorities of any sales and use taxes it collects from Customer related to the sale of goods and services under this Agreement.

5.4. Payment by Credit Card. If paying by credit card, Customer authorizes Scoir to charge its credit card or bank account for all fees payable. Customer further authorize Scoir to use a third party to process payments for fees payable, and consent to the disclosure of payment information to such third party as required to process such payments.

6. SERVICE SUSPENSIONS

6.1. Suspension for Prohibited Acts. Scoir may suspend any User's access to any or all Services without notice for use of the Services in a manner that Scoir deems, at its reasonable and sole discretion, to: (i) violate applicable local, state, or federal laws or regulations; or (ii) violate any restrictions of use contained in Section 2.7. If Scoir suspends an Invitee's access pursuant to this Section6.1, Scoir shall, as soon as commercially practical, provide Customer prior written notice describing the violation and, for violations capable of being resolved, Scoir shall provide Customer a thirty-day period to cure such violation and restore said Invitee's access promptly after the cause of the violation has been resolved.

6.2. Suspension for Non-Payment. In the event that any undisputed fees due and payable hereunder remain unpaid for a period of thirty (30) days or more after the due date specified on the corresponding invoice, Scoir may suspend Customer's (and its Invitees') access to any or all of the Services until such amounts are paid in full. Scoir will notify Customer at least fourteen (14) days before suspension.

6.3. Suspension for Present Harm. If Customer's website or use of the Service is (i) being subjected to denial-of-service attacks or other disruptive activity; (ii) being used to engage in denial-of-service attacks or other disruptive activity; (iii) creating a security vulnerability for the Services or others; or (iv) causing harm to Scoir or any Users, then Scoir may, with written electronic and telephonic notice to Customer, suspend all or any access to the Service. Scoir will try to limit the suspension to the affected portion of the Services and promptly resolve the issues causing the suspension.

7. SUBSCRIPTION TERM; TERMINATION.

7.1. Subscription Term. This Agreement shall commence on the date of Customer's first acceptance of an Order Form and shall continue, unless lawfully terminated sooner as permitted herein, until the latest subscription period end date set forth in an Order Form.

7.2. Termination for Convenience. Customer may terminate this Agreement at any time for any reason, or for no reason, by providing Scoir with 30 days' advance written notice. No prepaid fees shall be or become refundable upon termination pursuant to this Section 7.2.

7.3. Termination for Cause. Either party may terminate this Agreement for cause if the other party materially breaches any provision of this Agreement and such breach, if capable of being cured, is not cured within thirty (30) days of receiving written notice of such breach from the other party.

7.4. Post-Termination Rights. Upon any termination of this Agreement, all licenses, rights, and permissions granted to Customer hereunder will immediately terminate. If this Agreement is terminated by Customer pursuant to Section 7.3, Scoir will promptly refund Customer any prepaid fees relating to Customer's access and use of the Services after the effective date of termination. Upon request by Customer made within 30 days of the effective date of termination of this Agreement, Scoir will make the Customer Data available to Customer for export or download. After such 30-day period, Scoir will have no obligation to retain or make available to Customer any Customer Data, unless legally required, and Scoir will dispose of such Customer Data as provided in Appendix A. Except as provided in Section 9 of this Agreement, and to the extent permitted by law, Scoir shall not be liable for any costs, losses, damages, or liabilities arising out of or related to a lawful termination of this Agreement.

7.5. Surviving Provisions. Section 5 (Fees and Payments), Section 7.4 (Post-Termination Rights), Section 7.5 (Surviving Provisions), Section 8 (Proprietary Rights), Section 9 (Indemnification), Section 10 (Disclaimers; Limitation of Liability), and Section 11 (General Provisions) will survive any terminated of this Agreement.

8. PROPRIETARY RIGHTS

8.1. Scoir Ownership. Scoir, or its licensors, owns all worldwide right, title, and interest (including all Intellectual Property Rights) in and to the Website, Services, Content, and software applications used to provide the Services. This Agreement does not convey any proprietary interest in or to any of Scoir's Intellectual Property Rights or rights of entitlement to the use thereof except as expressly set forth herein.

8.2. Customer Ownership. Customer owns all worldwide right, title, and interest (including all Intellectual Property Rights) in and to the Customer Data. Customer hereby grants Scoir a non-exclusive, limited right to use, copy, transmit, store, and back-up Customer Data for the sole purpose of providing the Services to Customer.

8.3. User Feedback. Any feedback, comments and suggestions Customer or its Invitees may provide for improvements to the Services shall be deemed to have been given voluntarily and Scoir will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such feedback as Scoir sees fit, entirely without obligation or restriction of any kind.

9. INDEMNIFICATION

9.1. Indemnification. Scoir shall indemnify, defend, protect, and hold harmless Customer, its Affiliates, trustees, officers, directors, and employees, from and against any and all damages awarded by a court, arbitration, or settlement, including associated penalties, fines, and expenses arising out of or incurred by the Customer as a result of (A) the gross negligence or willful misconduct of Scoir, its employees, or agents; (B) Scoir's breach of this Agreement or applicable law; or (C) any actual or threatened claim alleging that the licensing, use, or other exploitation of the Services by Customer in accordance with the rights granted hereunder constitutes, under applicable laws of any jurisdiction within the United States of America, an infringement, dilution, or unauthorized use of any patent, copyright, trademark, or trade secret of any third-party. In the event that (i) some or all of the Services is held by a court of competent jurisdiction to infringe; (ii) an injunction is obtained against use of any material portion of the Services; or (iii) Customer believes in its good faith judgment that the Services is infringing, then Scoir shall promptly, at its sole option and expense, (a) procure for Customer the right to continue to use the infringing Services; (b) replace or modify the infringing Services to make its use non-infringing while being capable of performing essentially the same functions; or (c) require Customer to return or remove the infringing Services and cancel all rights thereto. If Scoir implements option (iii) above, then Customer may, at its option, terminate this Agreement, with immediate effect upon written notice to Scoir, and Scoir shall promptly refund Customer all prepaid fees relating to Customer's access to and use of the Services after the effective date of termination. Notwithstanding the foregoing, Customer may participate at its own expense in any claim to which it is a party.

9.2. Exclusions. Notwithstanding the foregoing, Scoir will have no obligation under this Section 9 or otherwise with respect to any infringement claim based upon (i) any use of the Services not in accordance with this Agreement; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by Scoir where the cause of the infringement is the use of the Services in combination with any such products, equipment, software or data; or (iii) any modification of the Services by any person other than Scoir or its authorized agents.

9.3. Obligations. Scoir's indemnifying obligations set forth above are expressly conditioned upon each of the following: (i) Customer will promptly notify Scoir in writing of any threatened or actual claim; (ii) Scoir will have sole control of the defense and settlement, if any, of any claim giving rise to the indemnity obligations herein; provided, however, that no settlement will be binding against Customer without Customer's prior written consent; and (iii) Customer will cooperate with Scoir to facilitate the defense and settlement, if any, of any claim.

9.4. Exclusive Remedy. This Section 9 states the entire liability of Scoir and the sole and exclusive remedy of Customer and any of its affiliates, officers, directors, and employees for infringement claims and actions related hereto.

10. DISCLAIMERS; LIMITATION OF LIABILITY.

10.1. Disclaimer of Warranties. Customer's use of the Services is entirely at Customer's own risk. Scoir is not in the business of providing student counseling, college guidance, or any other professional advisory services. The Services are provided "AS IS" and on an "AS AVAILABLE" basis. EXCEPT AS OTHERWISE SPECIFIED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCOIR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR THE ACCURACY, RELIABILITY, QUALITY OF ANY CONTENT, DATA, OR INFORMATION MADE AVAILABLE VIA THE SUBSCRIPTION SERVICES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. SCOIR DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL BE COMPLETELY SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.

10.2. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR BUSINESS OPPORTUNITY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

10.3. Limitation of Liability. EXCEPT FOR CUSTOMER'S LIABILITY FOR THE PAYMENT OF FEES, SCOIR'S INDEMNIFICATION OBLIGATIONS IN SECTION 9, AND EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE GREATER OF (A) TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE SUBSCRIPTION SERVICES IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM AND (B) ONE HUNDRED U.S. DOLLARS.

10.4. Third Party Products. TO THE EXTENT PERMITTED BY LAW, SCOIR AND ITS AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS MADE AVAILABLE THROUGH THE SUBSCRIPTION SERVICES. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

10.5. Agreement to Liability Limit. CUSTOMER UNDERSTANDS AND AGREES THAT ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, SCOIR WOULD NOT PROVIDE THE SUBSCRIPTION SERVICES TO CUSTOMER.

10.6. Exceptions. EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 10 WILL NOT APPLY TO CLAIMS AND DAMAGES RESULTING FROM SCOIR'S UNAUTHORIZED DISCLOSURE OF DATA IN VIOLATION OF THE DATA PRIVACY ADDENDUM (APPENDIX A), AND DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. GENERAL PROVISIONS

11.1. Publicity. Customer hereby grants Scoir the limited right to display, in accordance with Customer's published trademark usage guidelines (if any), Customer's name and logo on Scoir's digital properties. Customer may limit or withdraw this permission at any time by completing and submitting a "Publicity Restrictions" form located at **https://www.scoir.com/publicity-restrictions**. Scoir hereby grants Customer permission to display, in accordance with Scoir's published trademark usage guidelines, Scoir's name, logo, and links to the Website on Customer websites and other materials as Customer may reasonably deem appropriate to promote the Services. The rights granted under this Section 11.1 shall expire upon termination of this Agreement.

11.2. Governing Law and Jurisdiction. This Agreement shall be interpreted, governed, and construed in accordance with the laws of the state where Customer is principally located; provided, however, that, if Customer is principally located outside the United States of America, then this Agreement shall be interpreted, governed, and construed in accordance with the laws of the State of Delaware. The parties hereby agree, to the extent not barred by immunity, that any dispute must be heard by any state court located within the capital city or principal city of such state, and the Parties hereby consent to the personal jurisdiction and exclusive venue of such courts.

11.3. Relationship of the Parties. Scoir is an independent contractor to Customer. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

11.4. No Agency. For the avoidance of doubt, each of Scoir and Customer are entering into this Agreement as principals and not as an agent for any other company. Subject to any permitted assignment under Section 11.6, the obligations owed by Scoir under this Agreement shall be owed to Customer solely by Scoir and the obligations owed by Customer under this Agreement shall be owed solely to Scoir.

11.5. No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.6. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Order Forms) without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7. Notice. Except for the service of legal documents required to be delivered in physical form, the parties agree to use email to satisfy required or permitted written approvals, notices, and consents under this Agreement. Scoir will provide all notices to Customer by sending an email to Customer's identified account owner. Customer shall provide all notices to Scoir by sending an email to **legal-notices@scoir.com**. Email notices will be treated as received when sent.

11.8. Waiver. No delay or omission of a party to exercise any right hereunder shall be construed as a waiver of any such. Each party may exercise its rights granted herein at any time.

11.9. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.10. Entire Agreement. This Agreement, including all schedules and Order Forms and lawful modifications hereto, constitutes the entire agreement between Customer and Scoir regarding Customer's use of Services and it supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any provision of this Agreement may be waived only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

11.11. Public Inspection of Agreement. Scoir acknowledges and agrees that this Agreement and all documents Scoir provides Customer as required herein, may, if and to the extent deemed public records under applicable law, be public records and may at all times be subject to public inspection.

11.12. Electronic Signatures. Each of the parties consents to the use of electronic signatures as valid execution and delivery of this Agreement and any other document relating thereto.

11.13. Counterparts. This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Execution and delivery of this Agreement by electronic format shall constitute valid execution and delivery and shall be effective for all purposes.

11.14. Authority. Each party represents to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. Customer further represents that it has the authority to procure its Affiliates' compliance with the terms of this Agreement.

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APPENDIX A
TO
K12 TERMS OF SERVICE

DATA PRIVACY ADDENDUM

This Data Privacy Addendum ("**DPA**") forms a part of and is incorporated into the K12 Terms of Service agreement between Scoir, Inc. and Customer. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. The parties agree as follows:

ARTICLE I: DEFINITIONS

"Applicable Law" means the federal and state statutes and regulations applicable to Customer Data and Student Data including the following, to the extent applicable: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("**FERPA**"); Children's Online Privacy Protection Act, 15 U.S.C. § 6501-6502 ("**COPPA**"); Protection of Pupil Rights Amendment, 20 U.S.C. 1232h ("**PPRA**"); Individuals with Disabilities Education Act, 20 U.S.C. § 1400 *et seq.* ("**IDEA**"); and each specifically applicable state regulation, as provided in **Exhibit A** hereto.

"Data Breach" means an unauthorized release, access to, disclosure, or acquisition of Student Data that compromises the security, confidentiality, or integrity of the Student Data maintained by Scoir in violation of Applicable Law.

"De-Identified Information" means data from which all Personally Identifiable Information has been removed or obscured in a way that reasonably removes the risk of disclosure of the identity of the individual and information about them (e.g., by blurring, masking, or perturbation). De-identification should ensure that any information when put together cannot reasonably indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, e.g., fewer than twenty students in a particular grade or fewer than twenty students of a particular ethnicity.

"Personally Identifiable Information" means any Student Data and metadata obtained by reason of the use of the Services, whether gathered by Scoir or provided by Customer or its Invitees. Personally Identifiable Information includes, without limitation, indirect identifiers that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

"School Official" means, consistent with 34 CFR 99.31(a)(1)(i)(B), a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to 34 CFR 99.33 governing the use and re-disclosure of Personally Identifiable Information from student records.

"Student Data" means any Personally Identifiable Information, whether gathered by Scoir or provided by Customer or its Invitees, that is descriptive of Customer's student Invitees, including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents student identifies, search activity, photos, voice recordings or geolocation information. Student Data includes Student Records and Student-Generated Content (to the extent identifiable to a User) for the purposes of this DPA and for the purposes of Applicable Law. De-Identified Information or anonymous usage data regarding a User's use of the Services shall not be considered Student Data.

"Student-Generated Content" means materials or content created by a student during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

"Student Records" means (1) any information that directly relates to a student that is maintained by Customer; and (2) any information acquired directly from a student through the use of instructional software or applications assigned to the student by Customer or its Invitees.

"Subprocessor" means a Third Party that Scoir uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to Personally Identifiable Information, a list of which is publicly available at www.scoir.com/terms-of-service.

"Targeted Advertising" means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Services by such student or the retention of such student's online activities or requests over time. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

"Third Party" means an entity that is not Scoir or Customer.

ARTICLE II: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data transmitted to Scoir from the Customer pursuant to the Agreement, including compliance with Applicable Law. In performing the Services, to the extent Personally Identifiable Information from Student Data is transmitted to Scoir from Customer, Scoir shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Customer. Scoir shall be under the direct control and supervision of the Customer, with respect to its use of Student Data.

2. Nature of Services Provided. Scoir has agreed to provide the Services described in the Agreement.

3. Student Data to Be Provided. In order to perform the Services described in this Article and the Agreement, Customer or Invitees may provide some or all of the data described in the Schedule of Data, attached hereto as **Exhibit B**.

4. Governing Terms. In the event of a conflict with the Agreement, the terms and conditions of this DPA shall prevail with regards to the subject matter hereof.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. Student Data Property of Customer. All Student Data transmitted to Scoir pursuant to this DPA is and will continue to be the property of and under the control of the Customer or the party who provided such data (such as the Invitee). Scoir further acknowledges and agrees that all copies of such Student Data transmitted to Scoir, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this DPA in the same manner as the original Student Data. The parties agree that as between them, all rights, including all Intellectual Property Rights in and to Student Data contemplated pursuant to this DPA shall remain the exclusive property of the Customer. For the purposes of Applicable Law, Scoir shall be considered a School Official, under the control and direction of Customer as it pertains to the use of Student Data notwithstanding the above. Scoir may transfer certain Student Data to a separate account according to the procedures set forth below.

2. Parent, Legal Guardian, and Student Access. To the extent required by law, Customer shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data maintained by Scoir, correct erroneous information, and procedures for the transfer of Student-Generated Content to a personal account, consistent with the functionality of the Services. Scoir will cooperate and respond within five (5) days to Customer's request to view or correct Student Data maintained by Scoir. In the event that a parent of a student or other individual contacts Scoir to review any of the Student Records or Student Data accessed pursuant to the Services, Scoir shall refer the parent or individual to the Customer, and Customer will follow the necessary and proper procedures regarding the requested information.

3. Separate Account. Scoir shall transfer Student Data transmitted to Scoir by a student to a separate User account for each student Invitee upon termination of the Agreement or a student's earlier graduation from Customer; provided, however, that such transfer shall only apply to such Student Data that is severable from the Services.

4. Third Party Request. Should a Third Party, including, but not limited to law enforcement, former employees of the Customer, current employees of the Customer, and government entities, contact Scoir with a request for Student Data held by Scoir pursuant to the Services, Scoir shall, to the extent permitted by Applicable Law, redirect the Third Party to request the Student Data directly from the Customer and shall cooperate with the Customer to collect the required information. Scoir shall notify the Customer in advance of a compelled disclosure to a Third Party, unless legally prohibited. Scoir will not disclose, lend, lease, transfer, or sell the Student Data or any portion thereof to any Third Party or allow any Third Party to use the Student Data and/or any portion thereof, without the express written consent of the Customer or without a court order or lawfully issued subpoena. Student Data shall not include De-Identified Information or anonymous usage data regarding a student's use of the Services.

5. No Unauthorized Use. Scoir shall not use Student Data for any purpose other than as explicitly specified in this DPA.

6. Subprocessors. Scoir shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE IV: DUTIES OF CLIENT

1. Privacy Compliance. Customer shall provide Student Data for the purposes of the DPA in compliance with Applicable Law.

2. Annual Notification of Rights. If Customer is subject to FERPA, then Customer shall ensure that its annual FERPA notice designates Scoir as a "School Official" pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that, in providing the Services, Scoir has a "legitimate educational interest" pursuant to 34 CFR §99.7(a)(3)(iii).

3. Reasonable Precautions. Customer shall employ administrative, physical, and technical safeguards designed to protect usernames, passwords, and any other means of gaining access to the Services and hosted Student Data from unauthorized access, disclosure, or acquisition by an unauthorized person.

4. Unauthorized Access Notification. Customer shall notify Scoir within seventy-two (72) hours of any known or suspected Data Breach or compromise of any Invitee's account that poses a privacy or security risk to the Services. Customer will provide reasonable assistance to Scoir in any efforts by Scoir to investigate and respond to such actual or suspected Data Breach.

ARTICLE V: DUTIES OF PROVIDER

1. Privacy Compliance. Scoir shall comply with all Applicable Law with respect to the privacy and security of Student Data and, at the direction of Customer, shall cooperate with any state or federal government-initiated audit of Customer's use of the Services.

2. Authorized Use. Student Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA, as authorized by Customer, or as authorized by the applicable student or parent. Scoir also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, any meta data, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data, unless the Customer has given express written consent, it is De-Identified Information, or this DPA otherwise allows its disclosure.

3. Employee Obligation. Scoir shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under this DPA. Scoir agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the DPA.

4. No Disclosure. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data, other than as directed or permitted by Customer or this DPA. This prohibition against disclosure shall not apply to De-Identified Information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of Scoir pursuant to this DPA.

5. De-Identified Data. Scoir agrees not to attempt to re-identify De-Identified Information. De-Identified Information may be used by Scoir for those purposes allowed under FERPA and the following purposes: (a) assisting Customer or other governmental agencies in conducting research and other studies; (b) research and development of Scoir's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (c) for adaptive learning purposes and for customized student learning. Scoir's use of De-Identified Information shall survive termination of this DPA or any request by Customer to return or destroy Student Data. Except for Subprocessors, Scoir agrees not to transfer De-Identified Information to any party unless (i) that party agrees in writing not to attempt re-identification, and (ii) prior written notice has been given to Customer who has provided prior written consent for such transfer. Prior to publishing any document that names Customer explicitly or indirectly, Scoir shall obtain Customer's written approval of the manner in which De-Identified Information is presented.

6. Disposition of Data. Scoir shall dispose, delete, or de-identify, in accordance with NIST Special Publication 800-88, all Personally Identifiable Information obtained under the DPA when it is no longer needed for the purpose for which it was obtained. If requested by Customer in writing prior to the termination of the Agreement, Scoir shall first transfer a copy of said data to Customer, or Customer's designee, according to a schedule and procedure reasonable agreed between the parties. Nothing in the DPA authorizes Scoir to maintain Personally Identifiable Information beyond the time period reasonably needed to complete the disposition. Scoir shall provide written notification to Customer when the data has been disposed. The duty to dispose of Student Data shall not extend to De-Identified Information or data placed in a separate User account, pursuant to the other terms of the DPA.

7. Advertising Prohibition. Scoir is prohibited from using, disclosing, or selling Student Data (a) to inform, influence, or enable Targeted Advertising; (b) to develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Services; or (c) for any commercial purpose other than to provide the Services provided to Customer, or as authorized by the Customer or the parent/guardian.

ARTICLE VI: DATA SECURITY AND BREACH PROVISIONS

1. Data Security. Scoir agrees to maintain and abide by a comprehensive information security program that includes appropriate administrative, technological, and physical safeguards consistent with industry best practices to protect the security, privacy, confidentiality, and integrity of Student Data. General security duties of Scoir are as follows:

(a) Passwords and Employee Access. Scoir shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline. Scoir shall only provide access to Student Data to employees or contractors that are performing the

Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall, where permissible by law, be subject to criminal background checks.

(b) Security Protocols. Each party agrees to maintain security protocols that meet industry practices regarding the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Scoir shall not copy, reproduce, or transmit data obtained pursuant to the DPA, except as necessary to fulfill the purpose of data requests by Customer. The foregoing does not limit the ability of Scoir to allow any necessary service providers to view or access data as provided in this Agreement.

(c) Employee Training. Scoir shall provide periodic security training to those of its employees who operate or have access to the system. Further, Scoir shall provide Customer with contact information of an employee who Customer may contact if there are any security concerns or questions.

(d) Security Technology. When the Services are accessed using a supported web browser, Secure Socket Layer or equivalent technology shall be employed to protect data from unauthorized access. The Services security measures shall include server authentication and data encryption. All data shall be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended. Scoir shall host all Services data in SOC 2 compliant environments located within the United States of America.

(e) Subprocessors Bound. Scoir shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article VI and in accordance with Applicable Law. Scoir shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

(f) Periodic Risk Assessment. Scoir further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

(g) Backups. Scoir agrees to maintain backup copies, backed up at least daily, of Student Data in case of Scoir's system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.

(h) Audits. Upon receipt of a reasonable request from the Customer, Scoir will allow the Customer to audit, at Customer's expense, the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof. Scoir will cooperate fully with the Customer and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of Scoir and/or delivery of Services to students and/or Customer, and shall provide full access to Scoir's facilities, staff, agents and Customer's Student Data and all records pertaining to Scoir, Customer and delivery of Services to Scoir.

2. Data Breach. In the event of a confirmed Data Breach, Scoir shall notify Customer within forty-eight (48) hours of its discovery of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. Scoir shall follow the following process:

(a) The Data Breach notification described above shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What Scoir Are Doing," "What Customer Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

(b) The security breach notification described above in section 2(a) shall include, at a minimum to the extent known by Scoir, the following information:

(i) The name and contact information of the reporting customer subject to this section.

(ii) A description of the Student Data reasonably believed to have been the subject of the Data Breach.

(iii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

(iv) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

(v) A general description of the Data Breach, if that information is possible to determine at the time the notice is provided.

(vi) Information about what Scoir has done to protect individuals whose information has been breached.

(vii) identification of the Invitees whose Student Data was subject of the Data Breach.

(c) Scoir further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide Customer, upon request, with a copy of said written incident response plan.

(d) Only upon the written request of, and with the assistance of, Customer shall Scoir notify the affected Invitee of the unauthorized access, which notice shall include the information listed in subsection (b) above.

(e) In the event of a Data Breach originating from Customer's use of the Services or otherwise a result of Customer's actions or inactions, Scoir shall reasonably cooperate with Customer to the extent necessary to expeditiously secure Student Data and Customer shall reimburse Scoir for costs incurred as a result of such Data Breach.

[Remainder of page intentionally left blank.]

EXHIBIT "A"
TO
DATA PRIVACY ADDENDUM

APPLICABLE STATE LAW

If Customer is located in:	the following laws will be included in "Applicable Law":
Alabama	Ala. Code § 16-40A-1 et seq., Student Data Protection Act
Arizona	Ariz. Rev. Stat. § 15-1046
Arkansas	AR Code § 6-18-109, Student Online Personal Information Protection Act ("SOPIPA")
California	Cal. Ed. Code § 49073.1 Cal. Bus. & Prof. Code § 22584, Student Online Personal Information Protection Act ("SOPIPA") Cal. Civ. Code § 1798.82
Colorado	Colo. Rev. Stat. § 22-16-101 et seq., Student Data Transparency and Security Act ("SDTSA")
Connecticut	Conn. Gen. Stat. §§ 10-234aa through 10-234dd
Delaware	Del. Code tit. 14 § 8101A et seq., Student Data Privacy Protection Act
District of Columbia	DC Code § 38-831.01 – 38-831.02
Florida	Fla. Stat. § 1002.22 Fla. Stat. § 1006.1494, Student Online Personal Information Protection Act ("SOPIPA")
Georgia	GA Code § 20-2-660 et seq., Student Data Privacy, Accessibility, and Transparency Act
Hawaii	HI Rev. Stat. § 302A 499-500, Student Online Personal Information Protection Act ("SOPIPA")
Idaho	Idaho Code § 33-133, Student Data Accessibility, Transparency, and Accountability Act
Illinois	105 Ill. Comp. Stat. § 10, Illinois School Student Records Act ("ISSRA") 105 Ill. Comp. Stat. § 85, Student Online Personal Protection Act ("SOPPA")
Iowa	IA Code § 279.70, Student Online Personal Information Protection Act ("SOPIPA")
Kansas	Kan. Stat. § 72.6331 *et seq.*, Student Online Personal Protection Act ("SOPPA")
Kentucky	Ky. Rev Stat § 365.734
Louisiana	La. Rev. Stat. § 17:3914, Student Information Privacy Act ("SIPA") La. Rev. Stat. § 51:3071 *et seq.*
Maine	Me. Rev. Stat. tit. 20 § 951 *et seq.*, the Student Information Privacy Act ("SIPA")
Maryland	MD Educ. Code § 4-131
Massachusetts	603 Code Mass. Regs. 23.00, Student Records Mass. Gen. Laws ch. 71, §§ 34D - 34H
Michigan	Mich. Comp. Laws §§ 388.1291 – 388.1295, Student Online Personal Protection Act ("SOPPA")
Minnesota	Minn. Stat. § 13.32, Student Data Privacy Act
Missouri	Mo. Rev. Stat. § 161.096, Student Data Privacy Act
Montana	MCA § 20-7-1325
Nebraska	NE Code § 79-2,153 – 79-2,155, Student Online Personal Protection Act ("SOPPA")
Nevada	NV Rev Stat §§ 388.281 – 388.296
New Hampshire	NH Rev. Stat. § 189:1-e NH Rev. Stat. §§ 189:65 – 189:68-a
New Jersey	N.J. Stat. §§ 56.8-215 – 56.8-220
New York	N.Y. Ed. Law § 2-d

North Carolina	N.C. Gen. Stat. § 115C-401.2, Student Online Privacy Protection Act ("SOPPA")
Ohio	Ohio Student Records Privacy Act, R.C. § 3319.321
Oklahoma	70 O.S. § 3-168, Student Data Accessibility, Transparency, and Accountability Act of 2013
Oregon	Or. Rev. Stat. § 336.184, Oregon Student Information Protection Act ("OSIPA") Or. Rev. Stat. § 326.565, *et seq.*
Rhode Island	R.I. Gen. Laws § 16-104-1
South Carolina	S.C. Code Ann. § 59-1-490, Student Data Transparency and Security Act
Tennessee	Tenn. Code Ann. § 49-1-708, Student Online Personal Protection Act ("SOPPA")
Texas	Tex. Ed. Code ch. 32 §§ 151-157
Utah	Utah Code § 53E-9-301 *et seq.*
Virginia	Va. Code § 22.1-289.01
Washington	Wash. Rev. Code § 19.255.010 Wash. Rev. Code § 28A.604 *et seq.*, Student User Privacy in Education Rights ("SUPER") Act Wash. Rev. Code § 42.56.590
West Virginia	W. Va. Code § 18-2-5h, Student Data Accessibility, Transparency, and Accountability Act
Wisconsin	Wis. Stat. § 118.125 Wis. Stat. § 134.98

[Remainder of page intentionally left blank.]

EXHIBIT "B"
TO
DATA PRIVACY ADDENDUM

SCHEDULE OF DATA

Category of Data	**Elements**	**Check ("X") indicates potential use in Services**
Application Technology Meta Data	IP Addresses, Use of cookies etc.	X
	Other application technology meta data: N/A	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	X
	Observation data	
	Other assessment data (specify): *Student Personality & Career Assessments*	X
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Sex and/or Gender	X
	Ethnicity and/or Race	X
	Language information (native or primary language spoken by student)	
	Other demographic information: N/A	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	X
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information: N/A	
Guardian / Parent Contact Information	Address	X
	Email	X
	Phone	X
Guardian / Parent ID	Parent ID number (created to link parents to students)	X
Guardian / Parent Name	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	

Category of Data	Elements	Check ("X") indicates potential use in Services
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information(specify): *"First Generation" student status*	X
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Vendor/App assigned student ID No.	X
	Student app username	X
	Student app passwords	
Student Name	First and/or Last	X
Student In-App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	X
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student-generated content; writing, pictures etc.	X
	Other student work data: N/A	
Transcript	Student course grades	X
	Student course data	
	Student course grades/performance scores	X
	Other transcript data: *entire official transcript document*	X
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data: N/A	
Other	Please list each additional data element used, stored, or collected by your application: N/A	

#####

Knox County Public Schools
912 South Gay Street
Knoxville, TN 37901
United States of America

Jodie Overton
Secondary Counseling Supervisor
jodie.ketronoverton@knoxschools.org

Subscription Period
Term: 12 months
Start Date: July 1, 2025
End Date: June 30, 2026

Scoir, Inc.
1887 Whitney Mesa Drive #1138
Henderson, NV 89014-2069
EIN: 46-3837591
IRS Form W-9

Prepared By
Keegan Woyurka
Senior Customer Success Manager
keegan@scoir.com

Reference Information
Order No.: 20250626-130612457
Issue Date: June 26, 2025
Expiration Date: July 1, 2025

PRODUCTS	QUANTITY	UNIT PRICE	TERM	DISCOUNT	SUBTOTAL
Bearden Middle School | Career Readiness Solution (Grades 6-8): Cloud-based career exploration, discovery, and guidance management solution	1,226	$0.20 / month	12	22.5%	$190.03 / month after 22.5% discount for 1 year
Carter Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	582	$0.20 / month	12	23%	$89.63 / month after 23% discount for 1 year
Cedar Bluff Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	570	$0.20 / month	12	21.5%	$89.49 / month after 21.5% discount for 1 year

PRODUCTS	QUANTITY	UNIT PRICE	TERM	DISCOUNT	SUBTOTAL
Farragut Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	1,447	$0.20 / month	12	6.5%	$270.59 / month after 6.5% discount for 1 year
Gibbs Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	601	$0.20 / month	12	17.5%	$99.16 / month after 17.5% discount for 1 year
Gresham Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	769	$0.20 / month	12	24.5%	$116.12 / month after 24.5% discount for 1 year
Halls Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	919	$0.20 / month	12	21%	$145.20 / month after 21% discount for 1 year
Hardin Valley Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	1,036	$0.20 / month	12	11%	$184.41 / month after 11% discount for 1 year
Holston Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	458	$0.20 / month	12	25%	$68.70 / month after 25% discount for 1 year
Karns Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	884	$0.20 / month	12	23.5%	$135.25 / month after 23.5% discount for 1 year

PRODUCTS	QUANTITY	UNIT PRICE	TERM	DISCOUNT	SUBTOTAL
Northwest Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	804	$0.20 / month	12	29.5%	$113.36 / month after 29.5% discount for 1 year
Powell Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	791	$0.20 / month	12	21.5%	$124.19 / month after 21.5% discount for 1 year
South Doyle Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	790	$0.20 / month	12	28.5%	$112.97 / month after 28.5% discount for 1 year
Vine Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	385	$0.20 / month	12	36.5%	$48.89 / month after 36.5% discount for 1 year
West Valley Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	118	$0.20 / month	12	9%	$21.48 / month after 9% discount for 1 year
Whittle Springs Middle School | Career Readiness Solution (Grades 6-8) Cloud-based career exploration, discovery, and guidance management solution	1,123	$0.20 / month	12	34.5%	$147.11 / month after 34.5% discount for 1 year
Onboarding Package (All middle schools/Classlink): Account setup, configuration, and user training	1	$250.00			$250.00

Total Contract Value: $23,728.96

Notes

1. This Order Form, together with Scoir's standard Terms of Service dated January 15, 2025 which is publicly available on the webpage www.scoir.com/k12-terms-of-service, forms the contract governing your access to and use of Scoir's products and services identified above for the duration of the Subscription Term.

2. The quantity presented above is based on customer's good faith estimate of the number of enrolled students. Scoir acknowledges that actual quantities may vary. Customers' use of Scoir's products and services will not be limited if actual quantities differ from those listed above. Adjustments for quantity variances of ± 10% may be reflected on future contract renewals.

3. If this Order Form includes a Discount, you hereby certify that the Discount rate is based on your good faith estimate of the percentage of enrolled students who are (A) eligible for Free and Reduced Price Lunch under the U.S. Department of Education's National School Lunch Program, or (B) for private schools when FRPL data is not available, receiving a need-based full-tuition scholarship.

4. Unless otherwise agreed, Scoir will invoice Customer annually in equal 12-month installments. If the subscription period specified above is not for a number of whole years, then the first invoice issued pursuant to this Order Form will be prorated accordingly.

5. By your execution of this Order Form, you represent that you have read, understand, and accept, as a duly authorized representative of Knox County Public Schools, this binding contract (including the Terms of Service) in its entirety. Upon your acceptance, Scoir will issue you an invoice in the amount specified above.

Customer Acceptance

Before you sign this quote, we must first send you an email to verify your identity. Please click the "Verify My Identity" button next to your name below and then follow instructions in the verification email you'll receive.

Jodie Overton
jodie.ketronoverton@knoxschools.org

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 7th day of August, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-494

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/25/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Subscription to SCOIR college and career planning management system for middle school students, counselors, and teachers for career search and comparison, college search and comparison, college academic fit tools, cost of attendance-calculator, student/counselor messaging system, resume builder, admission representative scheduling, and platform for an electronic high school & beyond plan.

Cost to Knox County Schools

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17567 **R-25-8-202**

COMMISSION

Meeting Date: 08/25/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Program Agreement with Array Education, Inc. and its Teach Like a Champion program for a two-day in-person professional development workshop for Lonsdale Elementary School at a cost of $32,500.00.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A PROGRAM AGREEMENT WITH ARRAY EDUCATION, INC. AND ITS TEACH LIKE A CHAMPION PROGRAM FOR A TWO-DAY IN-PERSON PROFESSIONAL DEVELOPMENT WORKSHOP FOR LONSDALE ELEMENTARY SCHOOL AT A COST OF $32,500.00.

RESOLUTION: R-25-8-202

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools desires to enter into a Program Agreement with Array Education, Inc. and its Teach Like a Champion program for the provision of a two-day in-person professional development workshop for Lonsdale Elementary School; and

WHEREAS, the proposed Program Agreement sets forth the terms and conditions under which the services will be provided; and

WHEREAS, at its regularly scheduled meeting on August 7, 2025, the Knox County Board of Education approved the Program Agreement with Array Education, Inc. and its Teach Like a Champion program at a cost of $32,500.00.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Program Agreement with Array Education, Inc. and its Teach Like a Champion program for the provision of a professional development workshop for Lonsdale Elementary School is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Program Agreement with Array Education, Inc. and its Teach Like a Champion program for the provision of a professional development workshop for Lonsdale Elementary School shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

PROGRAM AGREEMENT

This Program Agreement (the "Agreement") is by and between Knox County Schools ("Customer") and Array Education, Inc. and its Teach Like a Champion program ("TLAC"), collectively the "Parties" and each individually a "Party," effective July 1, 2025 (the "Effective Date") through December 31, 2025 (the "Termination Date").

The purpose of this Agreement is to formalize the partnership between Customer and TLAC, to further the Parties' shared goals and to outline the responsibilities of each Party.

1. **Program Overview.**

   a) TLAC will provide services outlined in the Scope of Work attached to this document in **Appendix A** ("Program") for Maynard Elementary School teachers and leaders ("Program Participants").

   b) The following designated representatives will serve as the partnership coordinators and contact persons for the Program for the purposes of maintaining a strong partnership. Any questions about the details of the Agreement should be directed to the Program Contact.

   For Customer ("Customer Program Contact"):

   Name: William Smith
   Title: Principal
   Email: william.smith@knoxschools.org
   Phone: 865-594-1333

   For TLAC ("TLAC Program Contact"):

   Name: Sadie McCleary
   Title: Senior Associate Director of Content, TLAC
   Email: smccleary@teachlikeachampion.org
   Phone: 336-671-5527

   c) For training and workshops, the Customer Program Contact is responsible for the items below. The TLAC Program Contact will reach out to the Customer Program Contact to coordinate.
      i. For in-person training, provide necessary audio-visual equipment, Wi-Fi, and other logistical requests from TLAC. See Workshop Prep Checklist for reference. Also included in **Appendix B.**
      ii. Send a participant list with names, email addresses, and roles in an Excel spreadsheet to TLAC Program Contact no later than 5 calendar days prior to the training.
      iii. Share training expectations and all logistical information from TLAC Program Contact with all participants of the training.
      iv. Share Media Consent and Release Agreements with all participants and return completed forms to TLAC Program Contact no later than 1 day prior to the training. Forms should be compiled into a single email or shared cloud folder.

2. **Fees and Payment.**

   a) **Program Fee**: Upon issuance of a signed purchase order Array Education shall render the services outlined within the Scope of Work. Upon completion of services Array Education shall

invoice Knox County Schools for a fixed fee of thirty-two thousand, five hundred dollars ($32,500).

b) **Payment Terms**: Services shall only be rendered upon issuance of a signed purchase order. Customer will be invoiced for the contract total upon completion of services of this Agreement, with payments made via electronic funds transfer (preferred) or check in U.S. dollars unless otherwise noted in the invoice due within 30 days of the invoice. If a Purchase Order is required or if TLAC needs to register formally as a vendor in your procurement process, please notify Array at finance@arrayeducation.org.

Invoices and invoice communications will be sent to:

Primary Billing Contact:
Name: William Smith
Title: Principal
Email: william.smith@knoxschools.org

c) **Cancellation/Reschedule**: By signing this Agreement, TLAC will reserve the dates and trainers needed for the Customer. If the Customer needs to cancel less than 30 calendar days prior to the scheduled date of services, Customer will be invoiced a late cancellation fee of $500. Alternatively, Customers can request a reschedule of services up to 2 times in lieu of the cancellation fee.

3. **Intellectual Property.**

a) **"Intellectual Property"** means any and all worldwide rights in, arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction or under any international convention: (1) all patents and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including, without limitation, invention disclosures ("Patents"); (2) all trade secrets and other proprietary information which derives independent economic value from not being generally known to the public (collectively, "Trade Secrets"); (3) all copyrights, copyrights registrations and applications therefor ("Copyrights"); (4) all uniform resource locators, e-mail and other internet addresses and domain names and applications and registrations therefor ("Domain Names"); (5) all trade names, corporate names, logos, slogans, trade dress, trademarks, service marks, and trademark and service mark registrations and applications therefor and all goodwill associated therewith ("Trademarks"); (6) rights of publicity; (7) moral rights and rights of attribution; (8) software, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials relating to the foregoing; [(9) websites; and (10) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

b) The Parties acknowledge that TLAC owns all right, title and interest in and to the Program materials, including but not limited to lessons, slides, teaching instructions, videos and handouts (collectively, the "TLAC Program Curriculum"), together with all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, and derivative works thereto, including all Intellectual Property rights thereto ("TLAC IP"). Customer

will have no rights with respect to the TLAC IP other than those expressly granted under this Section 3

c) Subject to the terms and conditions of this Agreement, TLAC hereby grants to Customer during the Term, a limited, non-exclusive, non-transferable, non-sublicensable license to use the TLAC Program Curriculum solely for Customer's noncommercial use. The foregoing license allows Customer to permit the Program Participants to use the TLAC Program Curriculum for the Program Participants personal noncommercial use. Customer and the Program Participants shall not use the TLAC Program Curriculum beyond the scope of the license granted hereunder. Customer acknowledges and agrees that the TLAC Program Curriculum is licensed, not sold, to the Customer for use only under the terms and conditions of this Agreement. Customer shall retain all branding, trademark and copyright notices, attributions, and identification of authors that appear on the TLAC Program Curriculum delivered to Customer by TLAC.

d) Customer shall not (and shall not permit any third party to) make any use of the TLAC Program Curriculum that is not expressly permitted under this Agreement. Without limiting the foregoing, Customer shall not (and shall not permit any third party to): (i) modify, adapt, translate, or delete the contents of or create derivative works based on the TLAC Program Curriculum; (ii) sell, rent, lease, resell, distribute, or sublicense the TLAC Program Curriculum; (iii) remove or modify any proprietary marking or restrictive legends placed on the TLAC Program Curriculum; (iv) use the TLAC Program Curriculum, directly or indirectly, to create, implement, or enhance a curriculum that is similar to the TLAC Program Curriculum; and/or (v) engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the TLAC Program Curriculum or TLAC, or cause confusion as to the ownership of the TLAC Program Curriculum.

4. Use of Brands and Logos.

Signing of this Agreement does not grant use of TLAC brands and logos by the Customer and Customer brands and logos by TLAC. This includes posting TLAC's logo on Customer's website and posting Customer's logo on TLAC's website. Each Party must get permission from the other Party prior to using the other Party's logo.

5. Confidentiality.

For the purposes of this Agreement, "Confidential Information" means any confidential or other proprietary information that is disclosed by or on behalf of TLAC to Customer and/or Program Participants, whether disclosed orally or in writing, whether disclosed before or after the Effective Date, and whether or not marked or otherwise designated as confidential, including, without limitation, information relating to TLAC's customers, potential customers, suppliers, financial and business information, technological information, specifications, business and product plans, TLAC Program Curriculum; and the terms and conditions of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, Customer; (ii) is publicly disclosed by Customer with the prior, written approval of TLAC; or (iii) is independently developed by Customer without use of or access to Confidential Information. Customer shall: (i) observe complete confidentiality with respect to, and not to disclose, or permit any third party or entity access to, any Confidential Information without prior written permission of TLAC; (ii) not utilize, except as required to perform its obligations under this Agreement, any Confidential Information; (iii) ensure that its employees shall only be given access to Confidential Information to the extent necessary for such employees

to perform their duties under this Agreement; and (iv) ensure that any of its employees who receive access to any Confidential Information are advised of the confidential and proprietary nature thereof and are bound by confidentiality terms at least as protective of the Confidential Information as those contained herein. Customer shall remain at all times responsible for any breach of this Agreement by any of its employees. Without limiting the foregoing, Customer agrees to employ, with regard to the Confidential Information, procedures that are no less restrictive than the procedures used by it to protect its own confidential and proprietary information of similar sensitivity (and that in no event are less restrictive than reasonable procedures). If Customer is requested to disclose any of the Confidential Information pursuant to any judicial or governmental order, Customer will not disclose the Confidential Information without first giving TLAC written notice of the request. Array Education, Inc. shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract. Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Knox County will comply with all legitimate requests.

6. **Term and Termination.**

a) This Agreement shall commence as of the Effective Date and will continue in effect until the Termination Date (the "Term"), except that either party may terminate the Agreement at any time on thirty (30) calendar days prior written notice to the other party with or without cause.

b) Upon termination or expiration of this Agreement, Customer shall: (i) promptly pay all applicable Program Fees due to TLAC for the services provided by TLAC until the date of such termination or expiration; and (ii) immediately cease all use of the TLAC Program Curriculum and ensure the Program Participant's do the same.

c) Sections 2, 3, 5, 6c, 7b, 7c, 7d, and 8 shall survive the termination or expiration of this Agreement.

7. **Representations and Warranties, Limitation of Liability and Indemnification.**

a) **Mutual Representations and Warranties:** Each Party represents and warrants that as of the Effective Date and at all times thereafter: (a) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; and (b) the execution and delivery of this Agreement by it and the performance of its obligations hereunder: (i) are not in violation or breach of, and will not conflict with or constitute a default under, any material contract, agreement or commitment binding upon it; and (ii) will not conflict with or violate in any material manner, any applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court having jurisdiction over such party. Except for the express warranties stated in this section, each party disclaims all other warranties, whether implied by operation of law or otherwise, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose, and any warranties arising from a course of performance, course of dealing or usage of trade.

b) **Array Education Disclaimers**: EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6A, THE TLAC PROGRAM CURRICULUM, AND ANY OTHER MATERIALS PROVIDED HEREUNDER BY ARRAY EDUCATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ARRAY EDUCATION MAKES NO WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT AND ARRAY EDUCATION HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT ARRAY EDUCATION MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

c) In no event shall Knox County be liable for indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or the County/School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann 29-20- 101 et seq. Any liability to the Array Education, Inc. or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the County/School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq.

d) Array Education, Inc. shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all third-party suits, claims, actions or physical damages of any nature brought because of, arising out of, or due to any alleged breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any grossly negligent act or occurrence or any intentional omission or commission of Contractor, its subcontractors, suppliers, agents or employees. Knox County has not been given authority under the laws of the State of Tennessee to indemnify a contractor under any circumstances. This includes, but is not limited to, Third Party Claims. The inclusion of any language requiring indemnification by the County in this Contract or any supplemental documents, will not be accepted.

8. Miscellaneous.

a) This Agreement does not intend to create any binding obligations on the parties other than those stated in this Agreement, and the parties shall commit their best efforts to obtain all necessary corporate approvals to execute the appropriate definitive agreements that shall be necessary for the purpose of this Agreement.

b) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this letter by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement. Any waiver or consent given by any party under this document will only be effective and binding on that party if it is given or confirmed in writing by that party. No waiver of a breach of any term of this document will operate as a waiver of another breach of that term or of a breach of any other term of this letter.

c) This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction,

territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

d) The parties acknowledge and agree that in the event of a breach or threatened violation of the intellectual property rights or breach of Section 5, TLAC will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

e) This Agreement may not be assigned by Customer without the prior written consent of TLAC.

f) Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, fire, flood, earthquake, elements of nature or acts of God, acts of state, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, quarantines, embargoes, failure or termination of Third-Party Items, and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will promptly notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay; provided, however, if the delay or failure continues for more than thirty (30) days, the Party not relying on the excusable delay may terminate this Agreement upon written notice to the other Party. In order to avail itself of the relief provided in this Section, a Party must use commercially reasonable efforts to remedy the cause of, or to mitigate or overcome, such delay or failure.

g) Array Education, Inc. agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Contractor will provide fingerprinting and a criminal history records check, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for any employee or subcontractor personnel that will enter the grounds of any schools in performance of the Services in this Contract before permitting the employee or subcontractor personnel to enter school grounds when students are present. Criminal background checks are at the expense of the Contractor. If the employee or subcontractor personnel has previously had criminal history records check in accordance with Tennessee Code Annotated Section 49-5-413, Contractor shall provide a copy of the criminal background check to the County, and this will serve as compliance with said requirement.

h) Array Education, Inc. and each person signing on behalf of the company certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, Array Education, Inc. and each person signing on behalf of the company certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage

in, a boycott of Israel. Array Education, Inc. must submit the completed Iran Divestment Act/ No Boycott of Israel.

i) Array Education, Inc. will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be Array Education's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the Service Contract is in effect. (See Insurance Checklist)

j) The services being procured under this Service Contract are being funding by Federal Grant money. Array Education, Inc. will be required to adhere to Appendix C if this agreement in the performance of the services. (See Appendix C)

k) All modifications or amendments under this Service Contract must be routed through Knox County Procurement. No modification of or amendment to this Agreement shall be effective unless in writing signed by authorized representatives of both Parties.

l) This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

m) If any clause or subclause of this document is held to be invalid or unenforceable by any court of competent jurisdiction the other clauses and subclauses of this document remain in full force and effect.

n) Any communication or notice to the parties hereunder must be given by certified mail or e-mail and shall be effective 5 calendar days after the certified letter is deposited in the mails or, in case of e-mail, when actually received, and shall be sent as follows:

i. If to Customer, addressed to:

Lonsdale Elementary School
ATTN: William Smith, Principal
1505 Louisiana Avenue
Knoxville, TN 37921
William.smith@knoxschools.org

ii. If to TLAC, addressed to:

Array Education, Inc.
ATTN: Yvonne Chao, Partner
25 Broadway, 3rd Floor
New York, NY 10004
ychao@arrayeducation.org

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

BOARD CHAIR- Printed Name

Date:_____

KNOX COUNTY GOVERNMENT

_____
MAYOR – Signature

GLENN JACOBS
MAYOR

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO. 25-511
APPROVED AS TO LEGAL FORM

_____
LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
_____
LAW DIRECTOR – Printed Name

Date: 7/30/2025

VENDOR

_____
AUTHORIZED SIGNATURE

_____
Erica Woolway, President & Chief Academic Officer, TLAC

ARRAY EDUCATION, INC.
COMPANY NAME

Date:_____

_____
AUTHORIZED SIGNATURE

_____
Yvonne Chao, Partner

ARRAY EDUCATION, INC.
COMPANY NAME

Date:_____

Appendix A

This proposal outlines a scope of work by Teach Like a Champion (TLAC), a program of Array Education, Inc. After reviewing the proposal, please confirm that you are ready to proceed with a contract with your TLAC contact. The proposal is not final until a binding Program Agreement has been by authorized signatories of both parties. If you have additional questions, please schedule a follow-up meeting with your TLAC contact. Thank you for your interest in working with TLAC!

Proposal Date	July 1, 2025
Partner Organization Legal Name	Lonsdale Elementary School
TLAC Point of Contact, Email, Phone	Sadie McCleary, smccleary@teachlikeachampion.org, 336-671-5527
Contract Start & End Date	July 31-December 31, 2025

Training Services		Cost
☑ Training		$ 32,500.00
Training Details: - Training Title(s) - Date(s) & Time(s) - Location(s)	Two day in-person workshop, content TBD Location: Lonsdale Elementary School Dates: TBD, prior to December 31, 2025	
Participant Description and Number	<100 teachers and leaders	
☐ Implementation Toolkit for Training Materials		
Name(s) of License		
☐ Training Recording (Optional for virtual trainings only)		

Additional Services		Cost
☐		
Description of Services		
☐		
Description of Services		
☐		
Description of Services		

☐	
Description of Services	
☐	
Description of Services	
Total Fee	$ 32,500.00
Payment Schedule	

Client Information	
Partner Point of Contact	
Name	William Smith
Title	Executive Principal
Email	19315109219
Phone	8655941333
Address	1505 Louisiana Avenue, Knoxville, TN 37921
Partner Legal Signatory *If different from Point of Contact above*	
Name	
Title	
Email	
Phone	
Address	
Billing Point of Contact *If different from Point of Contact above*	
Name	
Title	
Email	
Phone	
Address	
Additional Notes (e.g. additional guidance on billing process or contacts to include in billing emails, etc	

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Teach Like a Champion Professional Development for Lonsdale Elementary School
2 Days Onsite Training-$32,500

Cost to Knox County Schools

No Cost to Knox County Schools

Description and Type of Funding Source

SSIG 2

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17568 **R-25-8-203**

COMMISSION

Meeting Date: 08/25/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with Jenkins & Stiles, LLC for the construction of additions and renovations to Halls Middle School in the amount of $13,122,000.00.
(Schools)

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH WITH JENKINS & STILES, LLC FOR THE CONSTRUCTION OF ADDITIONS AND RENOVATIONS TO HALLS MIDDLE SCHOOL IN THE AMOUNT OF $13,122,000.00.

RESOLUTION: R-25-8-203

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, the Knox County Board of Education has determined the need for additions and renovations to Halls Middle School; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for the construction of additions and renovations to Halls Middle School and it has been determined that Jenkins & Stiles, LLC submitted the lowest responsible and responsive bid to perform the work; and

WHEREAS, the proposed agreement with Jenkins & Stiles, LLC for the additions and renovations is in the amount of $13,122,000.00; and

WHEREAS, at its regularly scheduled meeting on August 7, 2025, the Knox County Board of Education approved the contract with Jenkins & Stiles, LLC for the construction of additions and renovations to Halls Middle School.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The agreement with Jenkins & Stiles, LLC for the construction of additions and renovations to Halls Middle School is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the agreement with Jenkins & Stiles, LLC for the construction of additions and renovations to Halls Middle School shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Knox Co. Board of Education DBA Knox Co. Schools & Knox County
400 W. Summit Hill Drive
Knoxville, TN 37902

and the Contractor:
(Name, legal status, address and other information)

Jenkins & Stiles, LLC
10617 Deerbrook Drive
Knoxville, TN 37922

for the following Project:
(Name, location and detailed description)

Knox County Tennessee-Halls Middle School Addition Renovation
4317 East Emory Road
Knoxville, TN 37938
Knox County Bid #3671

The Architect:
(Name, legal status, address and other information)

Sherman Carter Barnhart Architects PLLC
144 Turner Commons Way Suite 110
Lexington, KY 40508

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Six Hundred Sixty (660) calendar days from the date of commencement of the Work.

[ ] By the following date:

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Thirteen Million One Hundred and Twenty-Two Thousand Dollars and Zero Cents ($ 13,122,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1	$37,000.00
Alternate 3	$0.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowance No. 1-Project Contingency	Lump sum of $500,000 to be used at the discretion of the Architect and Owner.
Allowance No. 2-Aid to Construction	Lump sum of $60,000 to be used for electrical aid-to-construction for the temporary and permanent power service provisions for the school. This does not include any fees from data service providers.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
No. 1: Solid rock removal-open excavation		$150/cy ($37,500.00)
No. 2: Solid rock removal-trench excavation		$350/cy ($87,500.00)
No. 3: Mass excavation		$24/cy ($1,200.00)
No. 4: Geogrid		$4,500.00 /sy
No. 5: Flowable fill		$300/cy ($6,000.00)
No. 6: Structural soil fill		$38/cy ($7,600.00)
No. 7: Asphalt pavement		$80/cy
No. 8: Bi-directional amplifier system (BDA)		$2.28/sf ($63,280.00)

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No. 9: Brick veneer	$1,200 per thousand brick

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

One thousand dollars and zero cents ($1,000.00) per calendar day.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not applicable

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the

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Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Not applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Not applicable

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

% per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not applicable

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Douglas Shover, Executive Director
Facilities and New Construction Department
505 Summer Plance - UTT 2nd floor, Room 281H
Knoxville, TN 37902
douglas.shover@knoxschools.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

W. Bart Jenkins
Jenkins & Stiles LLC
10617 Deerbrook Drive
Knoxville, TN 37922
info@jenkinsstiles.com

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not applicable

§ 8.7 Other provisions:

Not applicable

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction (refernce SECTION 00 73 00-SUPPLEMENTARY CONDITIONS)

.3 Drawings

Number	Title	Date
Refer to attached "Exhibit B"- Section 00 01 15-List of Drawings Sheets		

.4 Specifications

Section	Title	Date	Pages
Refer to attached "Exhibit A"- Volume 1 Table of Contents Refer to attached "Exhibit B" Volume 2 Table of Contents Refer to attached "Exhibit C" Volume 3 Table of Contents			

.5 Addenda, if any:

Number	Date	Pages
01	6/17/25	16
02	6/20/25	13
03	7/3/25	32
04	7/7/25	11

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Knox County Board of Education: This document is approved by the Knox County Board of Education on the _____ day of _____, 2025, as reflected in its minutes, and certified by its Chairperson.

See attached
OWNER *(Signature)*

BY: signature page
(Printed name and title)

CONTRACTOR *(Signature)*

BY: _____
(Printed name and title)

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 7th day of August, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-518

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/24/2025

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VOLUME 1
HALLS MIDDLE SCHOOL PARTIAL RENOVATION AND ADDITIONS
SCB #2453 / BG #25-252

Unless noted otherwise, the following shall apply to all manufacturers listed herein. Subject to compliance with Contract Documents, manufactures listed are approved as a manufacturer only. This does not imply that specific products supplied by such manufacturers have been reviewed and comply with requirements. It shall be the manufacturer's / contractor's responsibility to ensure that all requirements of the Contract Documents are met.

PROCUREMENT AND CONTRACTING DOCUMENTS GROUP

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

000101	PROJECT TITLE PAGE
000102	PROJECT INFORMATION
000106	CONTACTS PAGE
000107	SEALS PAGE
000115	LIST OF DRAWING SHEETS
000120	LIST OF SCHEDULES
001113	ADVERTISEMENT FOR BIDS
002113	INSTRUCTIONS TO BIDDERS
004113	BID FORM
004114	BID ENVELOPE
004136	KCP BID ENVELOPE COVER
004313	BID SECURITY FORMS (AIA DOCUMENT A310-2010 BID BOND)
004317	PROPOSED SUBCONTRACTORS FORM
006000	PROJECT FORMS • STANDARD AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA DOCUMENT A101-2017) • PERFORMANCE AND PAYMENT BONDS (AIA DOCUMENTS A312-2010)
007200	GENERAL CONDITIONS (AIA DOCUMENT A201-2017)
007300	KCS SUPPLEMENTARY GENERAL CONDITIONS
007414	KNOX COUNTY OBLIGATIONS, RIGHTS AND REMEDIES

APPENDIX TO PROCUREMENT

A01	KCP KNOX COUNTY PROCUREMENT DIVISION INSURANCE CHECKLIST
A02	AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD-CHECKS
A03	AFFIDAVIT OF COMPLIANCE WITH DRUG-FREE WORKPLACE REQUIREMENTS
A04	NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER
A05	IRAN DIVESTMENT ACT & NO BOYCOTT OF ISRAEL SIGNATURE PAGE

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012300	ALTERNATES
012500	SUBSTITUTION PROCEDURES
012533	SUBSTITUTION REQUEST FORM
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013200	CONSTRUCTION PROGRESS DOCUMENTATION
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
014200	REFERENCES
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016000	PRODUCT REQUIREMENTS
017300	EXECUTION
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017839	PROJECT RECORD DOCUMENTS
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KNOX COUNTY, TENNESSEE
HALLS MIDDLE SCHOOL ADDITIONS & RENOVATION
SCB PROJECT NO. 2446

Unless noted otherwise, the following shall apply to all manufacturers listed herein. Subject to compliance with Contract Documents, manufactures listed are approved as a manufacturer only. This does not imply that specific products supplied by such manufacturers have been reviewed and comply with requirements. It shall be the manufacturer's / contractor's responsibility to ensure that all requirements of the Contract Documents are met.

DIVISION 01 - GENERAL REQUIREMENTS-NONE

DIVISION 02 - EXISTING CONDITIONS
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024116 - Demolition
024119 - Selective Demolition

DIVISION 03 - CONCRETE
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031300 - Insulated Concrete Forms
033000 - Cast-In-Place Concrete
033001 - Site Cast-in-Place Concrete
033511 Concrete Floor Finishes

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DIVISION 05 - METALS
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051213 - Architecturally Exposed Structural Steel Framing
052100 - Steel Joist Framing
053100 - Steel Decking
054000 - Cold-Formed Metal Framing
055000 - Metal Fabrications
055133 - Metal Ladders

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072800	-	Spray-Applied Membrane and Water Barriers
074213.13	-	Pre-Formed Metal Wall Panels
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075323	-	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing
076200	-	Sheet Metal Flashing and Trim
077200	-	Roof Accessories
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078446	-	Fire-Resistive Joint Systems
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095423	-	Linear Metal Ceilings
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096519	-	Resilient Tile Flooring
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102600	-	Wall and Door Protection
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105113	-	Metal Lockers
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DIVISION 12	-	**FURNISHINGS**
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123661	-	Simulated Stone Sills and Caps
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SCB PROJECT NO. 2446

Unless noted otherwise, the following shall apply to all manufacturers listed herein. Subject to compliance with Contract Documents, manufactures listed are approved as a manufacturer only. This does not imply that specific products supplied by such manufacturers have been reviewed and comply with requirements. It shall be the manufacturer's / contractor's responsibility to ensure that <u>all</u> requirements of the Contract Documents are met.

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22 05 25 DOMESTIC WATER PIPING AND APPURTENANCES
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23 07 00 INSULATION
23 23 00 REFRIGERANT PIPING
23 30 00 AIR DISTRIBUTION
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26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
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31 31 16	TERMITE CONTROL
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32 13 13 CEMENT CONCRETE PAVEMENT
32 13 73 PAVEMENT JOINT SEALANTS
32 17 23 PAVEMENT MARKINGS
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SECTION 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

A. Drawings: Consist of the Contract Drawings and other drawings listed on the Sheet Index on the Cover of the separately bound drawing set titled Halls Middle School Partial Renovation and Additions, dated June 3, 2025, as modified by subsequent Addenda and Contract modifications.

END OF SECTION 000115

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve the Owner/Contractor Agreement for the construction of the Additions and Renovations to Halls Middle School with Jenkins & Stiles, LLC in the amount of $13,122,000.00.

Cost to Knox County Schools

$13,122,000.00

Description and Type of Funding Source

Capital Improvement Plan

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17569 **R-25-8-204**

COMMISSION

Meeting Date: 08/25/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Voice Terms and Conditions with United Data Technologies, Inc. through a TIPS Cooperative Contract for the provision of voice-over-IP telephone services at an approximate annual cost of $415,000.00.
(Schools)

Attachments

Resolution

Terms & Conditions

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING VOICE TERMS AND CONDITIONS WITH UNITED DATA TECHNOLOGIES, INC. THROUGH A TIPS COOPERATIVE CONTRACT FOR THE PROVISION OF VOICE-OVER-IP TELEPHONE SERVICES AT AN APPROXIMATE ANNUAL COST OF $415,000.00.

RESOLUTION: **R-25-8-204**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into a Voice Terms and Conditions with United Data Technologies, Inc. through a TIPS Cooperative Contract for the provision of voice-over-IP telephone services; and

WHEREAS, the agreement with United Data Technologies, Inc. sets forth the terms and conditions under which the voice-over-IP telephone services will be provided; and

WHEREAS, at its regularly scheduled meeting on August 7, 2025, the Knox County Board of Education approved the Voice Terms and Conditions with United Data Technologies, Inc. at an approximate annual cost of $415,000.00.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Voice Terms and Conditions with United Data Technologies, Inc. for the provision of voice-over-IP telephone services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Voice Terms and Conditions with United Data Technologies, Inc. for the provision of voice-over-IP telephone services shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Voice Terms and Conditions

Customer Name: Knox County Schools **("Customer")**

These Voice Terms and Conditions ("Voice Terms") apply to any voice service offering (the "Voice Service(s)") ordered by Customer from United Data Technologies, Inc. ("UDT") in accordance with the TIPS 230105 Contract Technology Solutions Products Services ("MSA") between the parties, and are effective as of the date of the last signature hereto (the "Effective Date"). Customer's purchase and/or use of the Voice Services constitutes acceptance and agreement to these Voice Terms. In the event of conflict between the MSA and these Voice Terms, these Voice Terms shall govern.

1. Voice Services. Following acceptance by UDT of customer's written order for the Voice Service(s) (the "Voice Service Order(s)") UDT shall provide Customer with the Voice Services specifically identified in the Voice Service Order(s) for the term identified therein (the "Voice Service Term"). Customer is responsible for all use of the Voice Services throughout the Voice Service Term, whether or not authorized by Customer.

2. Pricing. Pricing for the Voice Service(s) shall be as stated in the Customer's order at the time the order is placed. Any such pricing is exclusive of taxes, surcharges, assessments, or other governmental or regulatory fees. Offered pricing may not be combined with any other offer except as provided herein. Discounts, if applicable, shall not apply to taxes, surcharges, assessments, or other fees (including, but not limited to promotional credits, installation charges, nonrecurring charges, special construction or CPE charges, pass-through charges, access and port charges, municipal and franchise fees, governmental and regulatory surcharges and assessments, line recovery charges, interexchange access charges, or E-911 fees). Unless otherwise expressly stated in writing by UDT, any new Voice Services added by Customer under the MSA and these Voice Terms following the initial Voice Service Order will reflect UDT's rates that are in effect at the time the new Voice Services are ordered. The new rates will only apply to newly-added Voice Services unless Customer executes a new Voice Service Order for all Voice Services or is otherwise indicated by UDT in a revised sales quote. UDT reserves the right to adjust Customer pricing following upon thirty (30) days' written notice to Customer.

In the event that Customer terminates the Voices Service(s) prior to the end of the Voice Service Term, Customer may be required to pay UDT an early termination charge equal to the remaining monthly recurring charges for the Voice Service(s) for the duration of the Voice Service Term.

The following services have a per usage charge and/or may be restricted/blocked as described below and in more complete detail in UDT's quote, the MSA, or official pricing catalogs:

- 900/976 numbers – Customer acknowledges by signing this agreement that UDT has informed Customer that the Voice Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance – Customer acknowledges that UDT has informed Customer that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a charge of $2.00 per call or as otherwise indicated in UDT's pricing, as updated. Customer may request that access to Directory Assistance numbers be blocked.
- International calls – Customer acknowledges that UDT has informed Customer that international calls and calls outside the continental United States are not included in the Voice Services and will incur a per call charge based on UDT's then applicable per country rates. International calling is blocked by default. Customer may request that international calling be enabled on a per extension basis and Customer agrees to pay per-call charges for each international call.
- Operator-Assisted calls – Customer acknowledges that UDT has informed Customer that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on UDT's Voice services.

3. Maintenance and Location. Voice Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, routine maintenance, upgrades, relocations, repairs, and similar activities. UDT will use commercially reasonable efforts to notify Customer of any scheduled maintenance, but may need to interrupt Voice Services without notice or compensation to Customer. UDT operates and maintains Voice Services up to the demarcation point at the Customer premises only.

4. Disconnection.

At the end of a Voice Service Term, UDT may, in its sole discretion, release to Customer's new service provider the telephone number used in connection with Customer's Voice Service if:

- Such new service provider is able to accept such number;
- Customer's account has been properly disconnected;
- Customer requests the transfer upon disconnecting Customer's account.

5. Installation. Once UDT schedules installation and agrees upon an installation time with Customer, Customer must be present with facilities available and fully accessible. If UDT's technician arrives at the location and Customer is not present or facilities are not available or accessible by UDT's technician or Customer otherwise cancels or postpones installation without a 24-hour notice to UDT, UDT reserves the right to assess a "Customer Missed Call" trip charge of one hundred dollars ($100) per missed site visit.

Customer is responsible for any local area network upgrades necessary to establish and continue service. Customer may have to increase the amount of Internet connectivity purchased to accommodate increasing voice, data and other IP traffic.

Customer's first invoice from UDT may include charges for a partial month of Voice Service. After the initial billing cycle, Customer's invoice will include charges for one month of Voice Service for all requested Voice Services, including any usage charges. Customer should receive a final invoice from its existing local, long distance, and/or data service provider(s) that UDT is replacing. Customer will be responsible for paying any charges resulting from the early termination of a service contract with Customer's existing provider(s), if applicable. Customer may have a refund coming from existing providers, so Customer should open all correspondence received. UDT will handle communication with Customer's existing provider(s) regarding the porting of some or all of your existing telephone numbers to UDT, based on the scope of services UDT is to deliver; however, Customer is responsible for requesting that existing services be disconnected from your current provider once service has been migrated to UDT. UDT can provide sample disconnect language, upon request.

UDT Voice Services are capable of being deployed across various vendor specific LAN switching infrastructure. UDT offers consulting hours to assist with any initial configuration of that LAN switching hardware for UDT Voice Services should Customer need assistance. Any such consulting will be in accordance with the terms set forth in the applicable order form. UDT does not offer long-term support for LAN switching infrastructure, and recommends Customer secure long-term support contracts with vendors who are knowledgeable about Customer's particular LAN equipment.

7. 9-1-1 Dialing Feature. Included in the Voice Services provided to Customer by UDT is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. Customer acknowledges that the Customer has certain obligations in connection with the provisioning of the 9-1-1 Dialing Feature. Customer acknowledges and agrees that it is Customer's responsibility and obligation, prior to initiating any of the Voice Services, to comply with the following:

i. Registered Location. Customer is required to provide to UDT, prior to initiation of the service, the physical location at which the service will be utilized ("Registered Location"). UDT relies on your Registered Location to route your 9-1-1 call to the closest emergency responders; and
ii. Acknowledgement of 911 service. Customer is required to sign and acknowledge 911 service included as part of this agreement.

Customer is required to update Registered Location(s) each time you move a device to a different location. Updates can be made via the Administrative/User Portal, directly on your app (where available), or by calling support. Customer may also contact via phone (800-882-9919) or email (UDTNOCSupport@udtonline.com) if Customer needs to update one or more Registered Locations. Your 9-1-1 call may not be routed to the closest emergency response center (PSAP) if UDT does not know your current location. Emergency response centers may not be able to transfer your call to a center in a different region.

Certain events beyond our control may prevent you from reaching emergency services. These include:

- If you have an Internet or power outage.
- If your broadband, ISP, or IP telephony services are suspended or terminated.

- If you are located in a country other than the one in which your VoIP service is provided. For example, if you have a US line and travel to the UK, you will not be able to reach the UK emergency services number.
- If there is network congestion that may delay or prevent completion of any call to emergency services.

Disclaimer of Liability

Your use, and use by your employees, guests and other third parties of our 9-1-1 Dialing Feature are subject to the limitations described herein. The availability of certain features, such as transmission of your location or a call back number, depends on whether local emergency response centers support those features and other factors outside of UDT's control. UDT relies on qualified third parties to assist us in routing emergency service calls. UDT does not have control over local emergency response centers, emergency calling centers, emergency responders, or other third parties.

UDT disclaims all responsibility for the conduct of emergency response centers and all third parties involved in the provision of emergency response services. To the extent permitted by applicable law, you hereby release, discharge, and hold us harmless from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or emergency call.

You agree to indemnify and hold us and any of our third-party provider(s) harmless from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) you or your users' provision of incorrect information, including incorrect addresses, or failure to update your or users' locations consistent with this policy and applicable law; (ii) your failure to properly notify any person who may place calls using the emergency calling services of the emergency calling limitations; (iii) the absence, failure, or outage of emergency service dialing using the Voice Services for any reason; and (iv) the inability of any user to be able to dial emergency services or to access emergency service personnel for any reason.

8. Voice Recording and Music Content.

UDT may provide Customer with the ability to record voice calls placed via the Voice Services. Customer is solely responsible for notifying those using the Services that the calls may be recorded and complying with all applicable laws and regulations regarding notifications required for the recording of any voice conversations. . Customer will indemnify, defend, and hold harmless UDT for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Customer of any voice conversations on the Voice Services.

Customer is responsible for any legal obligations and costs, including without limitation, any royalties, related to music content or similar content they upload for use with the music on hold feature as part of the Voice Services.

9. Protection of Customer Premises Equipment Provided By UDT ("CPE"). The Customer shall be solely responsible and liable for any and all damage caused to CPE provided by UDT, including, without limitation, any damage due to misuse, vandalism, and power surges, for the duration of the contract. At the expiration of the term of the contract or upon its early termination by either party, the Customer shall continue to be solely responsible and liable for any and all damage caused to the CPE while such equipment remains at the Customer location. Customer will provide reasonable space and environmental conditions for any CPE, will do nothing to change the space or conditions without notice to UDT and will at no time, move, adjust, alter or otherwise operate the CPE without prior consent of UDT. Customer will not attach any equipment to any CPE without express consent of UDT or utilize the CPE in anyway inconsistent with the service purchased from UDT.

10. Applicable Law. Customer may not use the Voice Services in violation of any applicable law or regulation applicable to the Voice Services. These services are intended for regular business use between individuals and not for high-volume commercial call center calling. The Voice Services may not be used to perform auto-dialing or predictive dialing, or to forward your phone number to other phone numbers that handle multiple simultaneous calls. These Voice Terms and any Voice Service Orders are subject to applicable law. In the event a governmental agency determines these Voice Terms or a Voice Service Order or any portion hereof violates any law, rule or regulation, UDT shall have the option of terminating the Voice Service Order without further obligation or revising these Voice Terms or a Voice Service Order to comply with such law, rule or regulation. If any portion of these Voice Terms or a Voice Service Order is determined to be invalid or unenforceable, the remainder of these Voice Terms and the Voice Service Order shall remain in full force and effect.

11. Changes in Laws and Government Regulations. These Voice Terms are based on the laws and government regulations in effect at the Effective Date. Subsequent changes in any applicable laws or regulations may result in pricing changes or service changes that will automatically become a part of this Agreement.

12. Customer Proprietary Network Information ("CPNI"). CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

13. Entire Agreement. The MSA, these Voice Terms, and any Voice Service Orders, and their Attachments, including any incorporated terms and rates, constitute the entire agreement of UDT and Customer for the provision of Voice Services and shall be a binding contract between them. These Voice Terms hereby incorporate the LOA, terms of service and policies, including Acceptable Use and Privacy policies, listed on UDT's website at www.udtonline.com (collectively referred to as the "Voice Terms of Voice Service"). The Voice Terms of Voice Service, as such documents may be updated from time to time, are an integral part of UDT's agreement with Customer. These Voice Terms supersede all prior discussions and agreements, whether oral or written, regarding the subject matter herein. By signing below, the signer certifies that he or she is at least 18 years of age and authorized to execute these Voice Terms on behalf of Customer for the Voice Services requested.

Customer	**United Data Technologies, Inc. d/b/a UDT** (on behalf of itself and its affiliates)
Signature of Authorized Customer Representative	Signature of UDT Authorized Representative
Printed Name of Authorized Customer Representative	Printed Name of UDT Authorized Representative
Signature Date	Date Accepted by UDT/Signature Date

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 7th day of August, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-500

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/29/2025

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

United Data Technologies, Inc. dba UDT

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,**

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: United Data Technologies, Inc. dba UDT

Vendor Address: 2900 Monarch Lakes Blvd, Suite 300

City: Miramar State: Florida Zip Code: 33027

Vendor Authorized Signatory Name: David Wiese

Vendor Authorized Signatory Title: VP SLED Texas

Vendor Authorized Signatory Phone: 800-882-9919

Vendor Authorized Signatory Email: Dwiese@udtonline.com

Vendor Authorized Signature: David Wiese Date: 02/14/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023



230105
United Data Technologies Inc
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

United Data Technologies Inc Information

Contact:	Marly Ortega
Address:	2900 Monarch Lakes Blvd Suite 300 Miramar, FL 33027
Phone:	(800) 882-9919
Fax:	(305) 882-0436
Toll Free:	(800) 882-9919
Email:	mortega@udtonline.com
Web Address:	www.udtonline.com

By submitting your response, you certify that you are authorized to represent and bind your company.

David Wiese
Signature

Dwiese@udtonline.com
Email

Submitted at 2/17/2023 10:05:15 AM (CT)

Requested Attachments

Pricing Form 1

UDT TIPS 230105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

UDT TIPS 230105 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

230105 Vendor Agreement complete v1.2.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

230105 Vendor Agreement Signature Form Complete DW.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230105 Reference Form Completed.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230105 Required Confidentiality Claim Form Completed v1.2 DW.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

230105 Vendor Agreement Signature Form Complete.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

W-9 2022 UDT signed - Copy.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

UDT_Logo.png

UDT Logo File

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. YES

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Florida, Tennessee, Oklahoma, Texas, New Mexico, Louisiana, and Mississippi, Georgia.

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

UDT is an industry-leading education solutions provider in the US. Primarily focused on enhancing educational and instructional technologies within K-12 districts across the nation, UDT delivers solutions focused on device deployments, hybrid in-classroom and remote learning instructional technology, delivering secure learning solutions, product procurement, audio visual solutions, communications, support services, security services, managed services, and managed smart cloud services

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Al Zayed

7 Primary Contact Title

Primary Contact Title

Senior Account Manager

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

AZayed@udtonline.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8008829919

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9544325203

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9157305502

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

David Wiese

13 **Secondary Contact Title**

Secondary Contact Title

VP SLED Texas

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

Dwiese@udtonline.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8008829919

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9544325203

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Julia Salas

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

Jsalas@udtonline.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8008829919

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Al Zayed

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

Azayed@udtonline.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9157305502

24 **Company Website**

Company Website (Format - www.company.com)

www.udtonline.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

United Data Technologies Inc. dba UDT

26 **Primary Address**

Primary Address

2900 Monarch Lakes Blvd Suite 300

27 **Primary Address City**

Primary Address City

Miramar

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

FL

29 **Primary Address Zip**

Primary Address Zip

33027

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Displays, Monitors, Speakers, Microphones, Presentation Systems, Video Conferencing, Projectors, Interactive Whiteboards, IWB, Carts, Extron, Samsung, Cisco, Sony, Vbrick, WebEx, HPE, HP, HPI, Lenovo, Dell, Polycom, Shure, Sennheiser, Kaltura, Encoders, Decoders, Apple, Miracast, Screen Sharing, Wireless, Wifi, Webinar, Instructional, Technology, Solutions, Chromebooks, ipad, C2G, Peerless, Chief, Digital Signage, Appspace, Singlewire, players, Audio Visual, Controllers, Programming, Liberty AV, Crestron, Harman, Bosch, Barco, NEC, QSC, LG Cisco, Dell, Planar, Polycom, TVOne, Newline Interactive, Promethean, Boxlight, Listen Technologies, Avteq, Yealink, Hitachi, UDT, Valcom, Zoom, Microsoft, Microsoft, Cloud, Azure, AWS

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Miramar

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Florida

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

28

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

1%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

41 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4.2 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4.3 TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4.4 Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;

2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and

4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, 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 federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

5 1 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

5 2 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

5 3 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

5 4 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

55 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

69 **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

70 **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

71 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75 **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76 **2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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 vendor agree?

Yes

77 **2 CFR Part 200 or Federal Provision - Termination**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

78

2 CFR Part 200 or Federal Provision - Clean Air Act

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

79

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes

80 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 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 any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

81 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82 **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** 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. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** 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 the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means 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. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, "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" means 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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88 **2 CFR Part 200 or Federal Provision - 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 FR 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with 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 state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) 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.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

97 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(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;

(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 ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes

98 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	United Data Technologies Inc.

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

[redacted]

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Conta	Valid Contact Email	Valid Contact Phone
Canutillo ISD	Dr Oscar Rico	mailto:orico@canutillo-isd.org	915-434-1067
Ysleta ISD	Hazael Reyes	mailto:hreyes@yisd.net	915-434-1067
Collier County Public Schools	Thomas Petry	petryth@collierschools.net	239-377-0447
Lee County Public Schools	Dwayne Alton	Dwayne.alton@leeschools.net	239-335-1439
Charlotte County Public Schools	Kathy Scott	kathy.scott@yourcharlotteschools.net	941-575-5400

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: United Data Technologies, Inc. dba UDT

Vendor Authorized Signatory Name: David Wiese

Vendor Authorized Signatory Title: VP / SLED Texas

Vendor Authorized Signatory Email: Dwiese@udtonline.com

Vendor Address: 2900 Monarch Lakes Blvd, Suite 300

City: Miramar State: Florida Zip Code: 33027

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: David Wiese

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve voice service agreement with United Data Technologies through the TIPS Cooperative Contract for provision of voice-over-IP telephone services at an approximate cost of $415,000 per year, using General Purpose Information Technology funds.

Cost to Knox County Schools

$415,000 annual

Description and Type of Funding Source

General Purpose

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17570 **R-25-8-205**

COMMISSION

Meeting Date: 08/25/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Carahsoft Technology Corporation for Cloud Analytics, Data Warehouse and Dashboard Services for the term of August 1, 2025 through July 31, 2028 at an annual cost of $331,922.40.
(Schools)

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH CARAHSOFT TECHNOLOGY CORPORATION FOR CLOUD ANALYTICS, DATA WAREHOUSE AND DASHBOARD SERVICES FOR THE TERM OF AUGUST 1, 2025 THROUGH JULY 31, 2028 AT AN ANNUAL COST OF $331,922.40.

RESOLUTION: R-25-8-205

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools desires to enter into a contract with Carahsoft Technology Corporation for the provision of Cloud Analytics, Data Warehouse and Dashboard Services pursuant to the provisions of the Cooperative Purchasing Agreement from the NASPO ValuePoint Contract #AR2472 for Cloud Solutions; and

WHEREAS, the proposed contract with Carahsoft Technology Corporation sets forth the terms and conditions under which the services will be provided; and

WHEREAS, the contract with Carahsoft Technology Corporation is effective for a three (3) year term commencing August 1, 2025 and ending July 31, 2028; and

WHEREAS, at its regularly scheduled meeting on August 7, 2025, the Knox County Board of Education approved the contract with Carahsoft Technology Corporation for the provision of Cloud Analytics, Data Warehouse and Dashboard Services at an annual cost of $331,922.40.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Carahsoft Technology Corporation for the provision of Cloud Analytics, Data Warehouse and Dashboard Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Carahsoft Technology Corporation for the provision of Cloud Analytics, Data Warehouse and Dashboard Services shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County, TN

and

Carahsoft Technology Corporation

This Contract, by and between **Knox County, TN** through its governing body and authorized representative, hereinafter referred to as "**County,**" and **Carahsoft Technology Corporation,** hereinafter referred to as "**Contractor**".

Whereas, Knox County has agreed to enter into this Contract with Carahsoft Technology Corporation pursuant to the provisions of the Cooperative Purchasing Agreement (From the NASPO ValuePoint Contract #AR2472) for Cloud Solutions, as amended by this contract and;

Whereas, Contractor agrees and undertakes to provide County with Cloud Solutions. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by this document and the attachments hereto.

Now, therefore, in consideration of mutual covenants and promises contained herein, the County agrees to enter into this Contract with the Contractor and hereby incorporates by reference the solicitation, terms, conditions, and pricing of the NASPO ValuePoint Contract, except as herein provided.

Witnesseth:

1. Term of this Contract. This Contract commences on 1st day of August 2025 and ends 31st day of July 2028 unless terminated in conformity with the terms of this Contract as contained in paragraphs 3 and 19. This will result in a total of three (3) years.

2. Additions or Deletions. Knox County reserves the right to add or delete goods and/or services as the need arises. If goods and/or services are to be added, County and the Contractor will arrive at a mutually agreed price. Any additions must be for goods and/or services that are included in the NASPO ValuePoint Contract.

3. Appropriations. In the event no funds are appropriated by County for the Cloud Solutions in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

4. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the services provided under this Contract and make such materials available at their offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under the Contract for inspection by County or by any other

governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

5. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Cloud Solutions, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

6. Contractor shall indemnify**,** defend, save and hold harmless County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

7. Delivery. Contractor shall render the Cloud Solutions in accordance with th**e** Contractor's schedule and coordinated with the County or their designees.

8. Governing Law and Venue. The law of the State of Tennessee shall govern this Contract. The Chancery Court and/or the Circuit Court of Knox County Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

9. Independent Contractor. Contractor acknowledges that Contractor and its employees serve as independent Contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

10. Indemnification – Hold Harmless. Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees. In any event, in respect of any claim, demand or action arising out of this agreement, Knox County shall be limited to receiving actual and direct damages in a maximum aggregate amount equal to one million dollars ($1,000,000).

11. Invoicing and reporting requirements. Contractor shall invoice County for the annual charge for users.

Invoices shall be mailed in duplicate to:

Knox County Schools
912 Gay Street, 12th
Floor Suite 1421 A
Knoxville, TN 379902

12. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

13. Nondiscrimination statement. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. Payment. The County shall pay Contractor per the rates and discounts as stated in the NASPO ValuePoint Contract, as complete payment for Cloud Solutions.

15. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

16. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

17. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

18. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature, that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or Contractor risks debarment by the Knox County Procurement Division.

19. Tennessee Open Records Act. Contractor understands and agrees that County is a governmental agency subject to the Tennessee Public Records Act, Title 10, Chapter 7, Tennessee Code Annotated. Under the provisions of this Act, any and all county contracts, documents etc., are open to public review, except as otherwise provided by law. County will comply with any request pursuant to this Act and shall have no liability for documents requested and released under this Act.

20. Termination. County may terminate this Contract with or without cause upon written notice of not less than sixty (60) days. Upon termination, County will pay for services satisfactorily

completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of County.

Should the Contractor fail to provide the Cloud Solutions detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted.

The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

21. Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the expressed written consent of County.

22. No Arbitration. The parties agree that this Contract and any disputes which arise here under **shall not** be subject to arbitration.

23. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. This Contract
B. Contract between NASPO ValuePoint and Contractor
C. Contractor's Certificate of Insurance
D. Contractor's Quote

In the event of inconsistent or conflicting provisions of this contract and the Attachments B-E referenced above, the following descending order of precedence shall prevail: 1. This contract, 2. Attachment B, 3. Attachment C, 4. Attachment D.

It is agreed that this Contract represents the entire Contract between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

SEE NEXT PAGE FOR SIGNATURES

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest date written below.

KNOX COUNTY BOARD OF EDUCATION

_____

BOARD CHAIR – Signature

_____

BOARD CHAIR – Printed Name

_____

Date

Knox County Government

by:_____
Glenn Jacobs
Knox County Mayor

Date: _____

Carahsoft Technology Corporation

by:_____

Name: _____

Title: _____

Date: _____

Contract #: 25-519
Approved as to Legal Form:

_____
Knox County Law Director's Office

Date: 7/24/2025

Attachment “B”

NASPO ValuePoint Contract AR2474

Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation		
Name		
1860 Michael Faraday Drive, Suite 100		
Address		
Reston	VA	20190
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature — Date: 10/11/16

Robert Moore, Vice President
Type or Print Name and Title

STATE

for Director, Division of Purchasing — Date: 10.13.16

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum[1] ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits[2] to the Master Agreement;
(3) The Solicitation;
(4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
(5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the

[1] A Sample Participating Addendum will be published after the contracts have been awarded.
[2] The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and PaaS.

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s’ software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run

arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures

specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement

and an amendment is not necessary.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing

Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement , including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to real or tangible property arising directly or indirectly from the negligent or wrongful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any

person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to:

a. Any use of the Services provided hereunder not contemplated in the product documentation.
b. Any use of the Services provided hereunder in combination with other products not contemplated hereunder or in the documentation, any use of modification of the Services provided hereunder except as permitted by this Agreement.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

b. Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable

Purchase Order) or (ii) two million dollars ($2,000,000), whichever is greater.
ii. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
iii. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.

iv. The limitations of liability in Section 43 will not apply to claims for bodily injury or death as set forth in Section 13, and Section 30 when made applicable under a specific purchase order.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	**Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions** Minimum Insurance Coverage	**Crime Insurance** Minimum Insurance Coverage
Low	$2,000,000	$2,000,000

Moderate	$5,000,000	$5,000,000
High	$10,000,000	$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage

may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

The federal and state laws, regulations, policies, standards, and guidelines that Contractors doing business with the Participating Entities must be aware of, include, but not limited to: Criminal Justice Information Services (CJIS) Security Policy; Federal Educational Rights and Privacy Act (FERPA); Federal Information Security Management Act (FISMA); National Institute of Technology Standards; Gramm-Leach-Bliley Act (GLB) Act; Health Insurance Portability and Accountability Act (HIPAA); Health Information Technology for Economic and Clinical Health Act (HITECH); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI DSS); Sarbanes-Oxley Act (SOX); Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act. The list is intentionally United States-centric, and is not intended to be all-inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical. Many State Entities have additional program compliance requirements that must be considered in addressing compliance. (e.g., DMV Privacy Act, Public Service Law, etc.).

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized

by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office[3].

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

[3] Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

subsection must be consistent with license rights granted for use of intellectual property.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation. Contractor must maintain any certifications required under the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the

Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: When required by a specific purchase order issued under this Agreement or a Participating Addendum and accepted by the Contractor, the Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and

Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have

additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list

of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:**

   a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

   b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3)

document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law. .

7. **Termination and Suspension of Service**:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- • 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD,

backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately

remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

    a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

    b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

    c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

    a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

    a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

    b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

    c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

    a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

    b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon

request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.
16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity..

20. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

   a. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   b. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident

review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

   a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

   b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

   c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

   d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

   e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty,

including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.
11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that

may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement via amendment.

Attachment B – Identification of Service Models Matrix

Offerors must complete the following form to identify the service models your firm offers under this RFP. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer, including the Categorization of Risk that you have the ability to store and secure. This document is to provide purchasing entities and eligible users a quick snap shot of the cloud solutions your firm provides.

Service Model:	**Low Risk Data**	**Moderate Risk Data**	**High Risk Data**	**Deployment Models Offered:**
Saas	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
IaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	FireEye, Google, QTS, Virtustream, VMware
PaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Google, QTS, Salesforce, SAP, ServiceNow, Virtustream

Carahsoft's solution providers each have different forms and procedures for providing solutions and services with varying levels of data management for each solution. Please see Carahsoft's Technical Response for additional information regarding risk data management of low, moderate, and high risk data.

Attachment C – Cost Schedule

Solicitation Number CH16012
NASPO ValuePoint Cloud Solutions RFP

Cloud Solutions By Category. Specify ***Discount Percent %*** Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service **Discount % 0-21.60**

Infrastructure as a Service **Discount % _0-10__**

Platform as a Services **Discount % _0-11__**

Value Added Services **Discount % _0-13__**

Additional Value Added Services:

Maintenance Services

Onsite Hourly Rate $ _250_____
Remote Hourly Rate $ _175_____

Professional Services

- **Deployment Services** — **Onsite Hourly Rate $ __350_____** / **Remote Hourly Rate $ _275_____**
- **Consulting/Advisory Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Architectural Design Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Statement of Work Services** — **Onsite Hourly Rate $ __250_____** / **Remote Hourly Rate $ _175_____**

Partner Services **Onsite Hourly Rate $ ___250_____**
Remote Hourly Rate $ __175_____

Training Deployment Services **Onsite Hourly Rate $ ___250_____**
Online Hourly Rate $ ___175_____

Manufacturer	Description	Vendor Part No	List Price	GSA Price
AODocs	AODOCS-TEAM-FOLDERS-12MO	AODocs Team Folders: 12 mo	$ 36.00	$ 35.19
AODocs	AODOCS-DOCUMENT-MANAGEMENT-12MO	AODocs Document Managen	$ 72.00	$ 70.38
AODocs	AODOCS-TEAM-FOLDERS-1MO	AODocs Team Folders: 1 mo	$ 3.00	$ 2.93
AODocs	AODOCS-DOCUMENT-MANAGEMENT-1MO	AODocs Document Managen	$ 6.00	$ 5.87
AODocs	AODOCS-RETENTION-12MO	AODocs Retention Managem	$ 30.00	$ 29.33
AODocs	AODOCS-EMAIL-CONNECTOR-12MO	AODocs Email Connector 12	$ 30.00	$ 29.33
AODocs	AODOCS-MIGRATION-TOOL-12MO	AODocs Migration Tool 12 m	$ 20,000.00	$ 19,550.00
CA Technologies	CA Agile Central Enterprise Edition	ENTP-1YR-STD	$ 420.00	$ 403.20
CA Technologies	CA Flowdock Enterprise Add-on	FDE-SUB-OD-ADD	$ 108.00	$ 103.68
CA Technologies	CA Flowdock Enterprise Standalone	FDEP-SUB-OD	$ 108.00	$ 103.68
CA Technologies	CA Agile Central HP Integration	INT-SUB-OD-HP	$ 60.00	$ 57.60
CA Technologies	CA Agile Central IBM Integration	INT-SUB-OD-IBM	$ 60.00	$ 57.60
CA Technologies	CA Agile Central Quality Manager Module	QUAL-1YR-STD	$ 120.00	$ 115.20
CA Technologies	CA Agile Central Advanced Security and Administration	RAS-SUB-OD	$ 60.00	$ 57.60
CA Technologies	CA Idea Manager Fee	RIM-SUB-FEE	$ 1,000.00	$ 960.00
CA Technologies	CA Idea Manager	RIM-SUB-OD	$ 5,000.00	$ 4,800.00
CA Technologies	CA Portfolio Manager	RPM2-SUB-OD	$ 120.00	$ 115.20
CA Technologies	CA Quality Manager Product	RQMP-1YR-STD	$ 420.00	$ 403.20
CA Technologies	CA Time Tracker Module	RTT-1YR-STD	$ 120.00	$ 115.20
CA Technologies	CA Agile Central Unlimited Edition	UE-1YR-STD	$ 588.00	$ 564.48
CA Technologies	CA API Management SaaS Portal -Partner	APIMPR990	$ 30,000.00	$ 23,520.00
CA Technologies	CA API Management SaaS Gateway add-on -Partner	APIMSA990	$ 21,600.00	$ 16,934.40
CA Technologies	CA API Management SaaS Partner	APIMSP990	$ 78,000.00	$ 61,152.00
CA Technologies	CA App Synthetic Monitor 5 Minute Adv 10GB 10 Pack	APCA10990	$ 4,200.00	$ 4,200.00
CA Technologies	CA App Synthetic Monitor 5 Minute Adv 20GB 10 Pack	APCA20990	$ 6,360.00	$ 6,360.00
CA Technologies	CA App Synthetic Monitor 5 Minute Adv 40GB 10 Pack	APCA40990	$ 10,800.00	$ 10,800.00
CA Technologies	CA App Synthetic Monitor 1 Minute Basic 10 Pack	APCB10990	$ 7,560.00	$ 7,560.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic 50 Pack	APCB50990	$ 5,520.00	$ 5,520.00
CA Technologies	CA App Synthetic Monitor 10 Min RBM 20GB 1Pk	APCR20990	$ 4,080.00	$ 4,080.00
CA Technologies	CA App Synthetic Monitor 5 Min RBM 40GB 1Pk	APCR40990	$ 6,360.00	$ 6,360.00
CA Technologies	CA App Synthetic Monitor 15 Minute Adv 5GB 10 Pack	APMCA5990	$ 4,200.00	$ 4,200.00
CA Technologies	CA App Synthetic Monitor Adv Option	APMCMA990	$ 67,200.00	$ 67,200.00
CA Technologies	CA App Synthetic Monitor Intermediate Option	APMCMI990	$ 42,000.00	$ 42,000.00
CA Technologies	CA App Synthetic Monitor Intermediate Option	APMCMI990	$ 42,000.00	$ 42,000.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 10 pack	NCUBMF990	$ 1,740.00	$ 1,740.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 3 pack	NCUBMT990	$ 540.00	$ 540.00
CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (10 GB) 1	NCUEAF990	$ 708.00	$ 708.00
CA Technologies	CA App Synthetic Monitor 1 Minute Basic Monitor 1	NCUEBM990	$ 1,080.00	$ 1,080.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 25 pack	NCUEBP990	$ 3,900.00	$ 3,900.00
CA Technologies	CA App Synthetic Monitor 15 Minute Advanced Monitor (5 GB) 1	NCUEMA990	$ 348.00	$ 348.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 1	NCUEMM990	$ 216.00	$ 216.00
CA Technologies	CA App Synthetic Monitor 10 Minute Basic Monitor 10 pack	NCUEMP990	$ 936.00	$ 936.00
CA Technologies	CA App Synthetic Monitor 10 Minute Basic Monitor 1	NCUETB990	$ 108.00	$ 108.00
CA Technologies	CA App Synthetic Monitor 10 Minute Basic Monitor 3 pack	NCUETP990	$ 288.00	$ 288.00
CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (10 GB) 10 pack	NCUMAM990	$ 6,000.00	$ 6,000.00
CA Technologies	CA App Synthetic Monitor Corporate Bundle	NCUMCB990	$ 5,940.00	$ 5,940.00
CA Technologies	CA App Synthetic Monitor Enterprise Bundle	NCUMEB990	$ 18,000.00	$ 18,000.00

CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (40 GB) 1	NCUMFA990	$ 1,800.00	$ 1,800.00
CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (20 GB) 1	NCUMMA990	$ 1,080.00	$ 1,080.00
CA Technologies	CA App Synthetic Monitor Multi-Site Bundle	NCUMSB990	$ 1,188.00	$ 1,188.00
CA Technologies	CA Mobile App Analytics for Business Users SAAS	MBAABS565	$ 13.20	$ 11.22
CA Technologies	CA Mobile App Analytics for Consumer Users SAAS	MBAACS565	$ 0.48	$ 0.41
CA Technologies	*CA PPM SAAS Full Function User	CODSFF991	$ 720.00	$ 564.48
CA Technologies	*CA PPM SAAS Restricted User	CODSRU991	$ 360.00	$ 282.24
CA Technologies	*CA PPM SAAS VIEW ONLY USER (1000 User pack)	CODSVU991	$ 5,000.00	$ 3,920.03
CA Technologies	*CA PPM SAAS Sandbox Small Environment	CODSBX991	$ 30,000.00	$ 23,520.00
CA Technologies	*CA PPM SAAS Sandbox Near Production Environment	CODSB2991	$ 48,000.00	$ 37,632.00
DocuSign	3rd Party Solutions - Conga composer/Per Transaction - ADD ON	DS-3PS-CCT	$ 2.00	$ 1.95
DocuSign	3rd Party Solutions - Conga composer/Seat Per Year - ADD ON	DS-3PS-CCY	$ 180.00	$ 175.92
DocuSign	3rd Party Solutions - Dynamic Documents - ADD ON	DS-3PS-DD	$ 180.00	$ 175.92
DocuSign	3rd Party Solutions - eOriginal/Managed Transaction - ADD ON	DS-3PS-EMT	$ 1.00	$ 0.98
DocuSign	3rd Party Solutions - eOriginal/Transferred Transaction - ADD ON	DS-3PS-ETT	$ 5.00	$ 4.89
DocuSign	Additional - Fax Services - ADD ON	DS-AFS	$ 0.10	$ 0.10
DocuSign	DocuSign Authentication Option - ID Check - ADD ON	DS-AOID	$ 2.50	$ 2.44
DocuSign	DocuSign Authentication Option - Phone - ADD ON	DS-AOPhone	$ 0.75	$ 0.73
DocuSign	DocuSign Authentication Option - SMS - ADD ON	DS-AOSMS	$ 0.20	$ 0.20
DocuSign	Additonal - Retrieve - ADD ON	DS-AR	$ 5,000.00	$ 4,886.65
DocuSign	Customer Success Architects - Full time - SERVICE	DS-CSAF	$ 28,000.00	$ 27,365.24
DocuSign	Customer Success Architects - Half time - SERVICE	DS-CSAH	$ 18,000.00	$ 17,591.94
DocuSign	Customer Success Architects - Quarter time - SERVICE	DS-CSAQ	$ 10,000.00	$ 9,773.30
DocuSign	Docusign Digital Signatures - Express - ADD ON	DS-DSE	$ 1.50	$ 1.47
DocuSign	Docusign Digital Signatures - OpenTrust/Seat Per Year - ADD ON	DS-DSOTS	$ 144.00	$ 140.74
DocuSign	Docusign Digital Signatures - OpenTrust/Per Transaction - ADD ON	DS-DSOTT	$ 1.75	$ 1.71
DocuSign	Docusign Digital Signatures - SAFE Bio-Pharma - ADD ON	DS-DSSBP	$ 1.50	$ 1.47
DocuSign	Follow Up - TRAINING	DS-FUP	$ 295.00	$ 288.31
DocuSign	Microsoft Office 365 Quickstart Onboarding - TRAINING	DS-MO3QO	$ 295.00	$ 288.31
DocuSign	DocuSign for Office 365 Edition	DS-O3E	$ 120.00	$ 117.28
DocuSign	Powerforms - TRAINING	DS-PF	$ 295.00	$ 288.31
DocuSign	Professional Services - API Certification - SERVICE	DS-PS-APIC	$ 1,000.00	$ 977.33
DocuSign	Professional Services - Consulting - SERVICE	DS-PS-C	$ 295.00	$ 288.31
DocuSign	Professional Services - Department Strategic Assessment - SERVICE	DS-PS-DSA	$ 17,000.00	$ 16,614.61
DocuSign	Professional Services - Fast start API - SERVICE	DS-PS-FS	$ 18,000.00	$ 17,591.94
DocuSign	Professional Services - Full service API - SERVICE	DS-PS-FSAPI	$ 45,000.00	$ 43,979.85
DocuSign	Professional Services - Full service web console - SERVICE	DS-PS-FSERVWC	$ 30,000.00	$ 29,319.90
DocuSign	Professional Services - Full service Salesforce.com - SERVICE	DS-PS-FSSF	$ 35,000.00	$ 34,206.55
DocuSign	Professional Services - ProServ /Single Sign On - SERVICE	DS-PS-PSS	$ 2,500.00	$ 2,443.32
DocuSign	Professional Services - Q&A Bundle - SERVICE	DS-PS-QAB	$ 2,500.00	$ 2,443.32
DocuSign	Retrieve Training - TRAINING	DS-RT	$ 295.00	$ 288.31
DocuSign	Salesforce Admin - TRAINING	DS-SA	$ 295.00	$ 288.31
DocuSign	DocuSign System Automated Premium Edition	DS-SAPE	$ 5.00	$ 4.89
DocuSign	DocuSign for Salesforce Enterprise Editon	DS-SEE	$ 550.00	$ 537.53
DocuSign	Salesforce Installation & Configuration - TRAINING	DS-SIC	$ 295.00	$ 288.31
DocuSign	Web Console Admin - TRAINING	DS-WCA	$ 295.00	$ 288.31
DocuSign	Web Console Overview - TRAINING	DS-WCO	$ 295.00	$ 288.31
DocuSign	Web Console Template Setup - TRAINING	DS-WCTS	$ 295.00	$ 288.31
DocuSign	DocuSign Enterprise Edition Enterprise Premier (Support)	DS-EE-EP	$ 121.00	$ 118.26

DocuSign	DocuSign for Salesforce Enterprise Edition Enterprise Premier (Support)- Seats- USD- Annual	12000121S-EP	$ 121.00	$ 118.26
DocuSign	DocuSign for Salesforce Enterprise Editon Enterprise Premier (Support)	DS-SEE-EP	$ 121.00	$ 118.26
DocuSign	DocuSign Enterprise Edition Enterprise Premier (Support)- Seats-USD- Annual	12000111S-EP	$ 105.60	$ 103.21
DocuSign	DocuSign for Salesforce Enterprise Edition Premier (Support)- Seats- USD- Annual	12000121S-P	$ 82.50	$ 80.63
DocuSign	DocuSign for Salesforce Enterprise Editon Premier (Support)	DS-SEE-P	$ 82.50	$ 80.63
DocuSign	DocuSign for Salesforce Business Edition Enterprise Premier (Support)	12000321S-EP	$ 79.20	$ 77.40
DocuSign	DocuSign Enterprise Edition Premier (Support)- Seats-USD- Annual	12000111S-P	$ 72.00	$ 70.37
DocuSign	DocuSign for Salesforce Business Edition Premier (Support)	12000321S-P	$ 54.00	$ 52.78
DocuSign	DocuSign Enterprise Edition Premier (Support)	DS-EE-P	$ 54.00	$ 52.78
DocuSign	DocuSign for Salesforce Dynamic Documents Enterprise Premier (Support)- Seats- USD- Annual	12000232S-EP	$ 39.60	$ 38.70
DocuSign	DocuSign for Salesforce Dynamic Documents Premier (Support)- Seats- USD- Annual	12000232S-P	$ 27.00	$ 26.39
DocuSign	DocuSign for Office 365 Edition Enterprise Premier (Support)- Seat per Year	DS-O3E-EP	$ 26.40	$ 25.80
DocuSign	DocuSign for Office 365 Edition Premier (Support)- Seat per Year	DS-O3E-P	$ 18.00	$ 17.59
DocuSign	DocuSign Business Edition - SMS	200013	$ 2.00	$ 1.96
DocuSign	DocuSign for Salesforce Enterprise Edition Enterprise Premier (Support)- Envelopes- USD- Annual	12000121E-EP	$ 1.54	$ 1.52
DocuSign	DocuSign Business Edition ($/seat annually) 5+ seats	DS-BE	$ 360.00	$ 351.84
DocuSign	DocuSign for Salesforce Business Package ($/seat annually) 5+ seats	DS-SBP	$ 360.00	$ 351.84
DocuSign	DocuSign for Salesforce Enterprise Package ($/seat annually) 5+ seats	DS-SEP	$ 540.00	$ 527.76
DocuSign	DocuSign System Automated Standard Edition ($/envelope) 500 envelope allowance minimum	DS-SASE	$ 3.00	$ 2.93
DocuSign	DocuSign Enterprise Developer ($/app/year) $299/app/month	DS-ED	$ 3,588.00	$ 3,506.66
DocuSign	DocuSign Individual Developer ($/app/year) $9/app/month	DS-ID	$ 108.00	$ 105.55
DocuSign	DocuSign - Additional-Security Appliance - 40% uplift to annual Edition pricing -- Minimum 240000/year (requires product management approval)	DS-ASA	$ 240,000.00	$ 234,559.19
DocuSign	DocuSign - Additional-Connectors ($/user/year)	DS-AC	$ 144.00	$ 140.74
DocuSign	DocuSign - Professional Services -20 hr bundle Flat fee	DS-PSB	$ 5,000.00	$ 4,886.65
DocuSign	DocuSign - Strategic Value Assessments -SVA Corporate Flat fee	DS-SVA-C	$ 3,500.00	$ 3,420.65
DocuSign	DocuSign - Strategic Value Assessments -SVA Enterprise Flat fee	DS-SVA-E	$ 10,000.00	$ 9,773.30
DocuSign	DocuSign - Training-DS Transaction Rooms Broker Edition - Agent/User Training $/person	DS-TRBE-AUT	$ 295.00	$ 288.31
DocuSign	DocuSign - Training-DS Transaction Rooms Broker Edition - Admin/Account Setup $/person	DS-TRBE-AAU	$ 295.00	$ 288.31
DocuSign	DocuSign Enterprise Edition	DS-EE	$ 540.00	$ 527.76
DocuSign	Professional Services - Fast start Salesforce.com - SERVICE	DS-PS-FSS	$ 14,525.00	$ 14,195.72
DocuSign	Professional Services - Fast start web console - SERVICE	DS-PS-FSWC	$ 9,975.00	$ 9,748.87
DocuSign	DocuSign Enterprise Edition Enterprise Premier (Support)- Envelopes-USD- Annual	12000111E-EP	$ 1.32	$ 1.30
DocuSign	DocuSign System Automated Premium Edition Enterprise Premier (Support)	DS-SAPE-EP	$ 1.10	$ 1.09
DocuSign	DocuSign for Salesforce Enterprise Edition Premier (Support)- Envelopes- USD- Annual	12000121E-P	$ 1.05	$ 1.04
DocuSign	DocuSign Enterprise Edition Premier (Support)- Envelopes-USD- Annual	12000111E-P	$ 0.90	$ 0.89
DocuSign	DocuSign System Automated Premium Edition Premier (Support)	DS-SAPE-P	$ 0.75	$ 0.74
DocuSign	DocuSign Business Edition Enterprise Premier (Support)- SMS	200013-EP	$ 0.44	$ 0.44
DocuSign	DocuSign for Salesforce Dynamic Documents Enterprise Premier (Support)- Envelopes- USD- Annual	12000232E-EP	$ 0.44	$ 0.44
DocuSign	DocuSign Business Edition Premier (Support)- SMS	200013-P	$ 0.30	$ 0.30
DocuSign	DocuSign for Salesforce Dynamic Documents Premier (Support)- Envelopes- USD- Annual	12000232E-P	$ 0.30	$ 0.30
FireEye	Email Threat Prevention, Platinum Support 1 Year 1-249	ETP-000249-PTM1Y	$ 58.32	$ 50.74
FireEye	Email Threat Prevention, Platinum Support 2 Year 1-249	ETP-000249-PTM2Y	$ 116.64	$ 101.48
FireEye	Email Threat Prevention, Platinum Support 3 Year 1-249	ETP-000249-PTM3Y	$ 157.46	$ 136.99
FireEye	Email Threat Prevention, Platinum Support 4 Year 1-249	ETP-000249-PTM4Y	$ 209.95	$ 182.66
FireEye	Email Threat Prevention, Platinum Support 5 Year 1-249	ETP-000249-PTM5Y	$ 262.44	$ 228.32
FireEye	Email Threat Prevention, Government US 1 Year 1-249	ETP-000249-USG1Y	$ 58.32	$ 50.74
FireEye	Email Threat Prevention, Government US 2 Year 1-249	ETP-000249-USG2Y	$ 116.64	$ 101.48
FireEye	Email Threat Prevention, Government US 3 Year 1-249	ETP-000249-USG3Y	$ 157.46	$ 136.99
FireEye	Email Threat Prevention, Government US 4 Year 1-249	ETP-000249-USG4Y	$ 209.95	$ 182.66

FireEye	Email Threat Prevention, Government US 5 Year 1-249	ETP-000249-USG5Y	$ 262.44	$ 228.32
FireEye	Email Threat Prevention, Platinum Support 1 Year 250-499	ETP-000499-PTM1Y	$ 48.15	$ 41.89
FireEye	Email Threat Prevention, Platinum Support 2 Year 250-499	ETP-000499-PTM2Y	$ 96.30	$ 83.78
FireEye	Email Threat Prevention, Platinum Support 3 Year 250-499	ETP-000499-PTM3Y	$ 130.01	$ 113.11
FireEye	Email Threat Prevention, Platinum Support 4 Year 250-499	ETP-000499-PTM4Y	$ 173.34	$ 150.81
FireEye	Email Threat Prevention, Platinum Support 5 Year 250-499	ETP-000499-PTM5Y	$ 216.68	$ 188.51
FireEye	Email Threat Prevention, Government US 1 Year 250-499	ETP-000499-USG1Y	$ 48.15	$ 41.89
FireEye	Email Threat Prevention, Government US 2 Year 250-499	ETP-000499-USG2Y	$ 96.30	$ 83.78
FireEye	Email Threat Prevention, Government US 3 Year 250-499	ETP-000499-USG3Y	$ 130.01	$ 113.11
FireEye	Email Threat Prevention, Government US 4 Year 250-499	ETP-000499-USG4Y	$ 173.34	$ 150.81
FireEye	Email Threat Prevention, Government US 5 Year 250-499	ETP-000499-USG5Y	$ 216.68	$ 188.51
FireEye	Email Threat Prevention, Platinum Support 1 Year 500-749	ETP-000749-PTM1Y	$ 41.30	$ 35.93
FireEye	Email Threat Prevention, Platinum Support 2 Year 500-749	ETP-000749-PTM2Y	$ 82.60	$ 71.86
FireEye	Email Threat Prevention, Platinum Support 3 Year 500-749	ETP-000749-PTM3Y	$ 111.51	$ 97.01
FireEye	Email Threat Prevention, Platinum Support 4 Year 500-749	ETP-000749-PTM4Y	$ 148.68	$ 129.35
FireEye	Email Threat Prevention, Platinum Support 5 Year 500-749	ETP-000749-PTM5Y	$ 185.85	$ 161.69
FireEye	Email Threat Prevention, Government US 1 Year 500-749	ETP-000749-USG1Y	$ 41.30	$ 35.93
FireEye	Email Threat Prevention, Government US 2 Year 500-749	ETP-000749-USG2Y	$ 82.60	$ 71.86
FireEye	Email Threat Prevention, Government US 3 Year 500-749	ETP-000749-USG3Y	$ 111.51	$ 97.01
FireEye	Email Threat Prevention, Government US 4 Year 500-749	ETP-000749-USG4Y	$ 148.68	$ 129.35
FireEye	Email Threat Prevention, Government US 5 Year 500-749	ETP-000749-USG5Y	$ 185.85	$ 161.69
FireEye	Email Threat Prevention, Platinum Support 1 Year 750-999	ETP-000999-PTM1Y	$ 34.69	$ 30.18
FireEye	Email Threat Prevention, Platinum Support 2 Year 750-999	ETP-000999-PTM2Y	$ 69.38	$ 60.36
FireEye	Email Threat Prevention, Platinum Support 3 Year 750-999	ETP-000999-PTM3Y	$ 93.66	$ 81.48
FireEye	Email Threat Prevention, Platinum Support 4 Year 750-999	ETP-000999-PTM4Y	$ 124.88	$ 108.65
FireEye	Email Threat Prevention, Platinum Support 5 Year 750-999	ETP-000999-PTM5Y	$ 156.11	$ 135.82
FireEye	Email Threat Prevention, Government US 1 Year 750-999	ETP-000999-USG1Y	$ 34.69	$ 30.18
FireEye	Email Threat Prevention, Government US 2 Year 750-999	ETP-000999-USG2Y	$ 69.38	$ 60.36
FireEye	Email Threat Prevention, Government US 3 Year 750-999	ETP-000999-USG3Y	$ 93.66	$ 81.48
FireEye	Email Threat Prevention, Government US 4 Year 750-999	ETP-000999-USG4Y	$ 124.88	$ 108.65
FireEye	Email Threat Prevention, Government US 5 Year 750-999	ETP-000999-USG5Y	$ 156.11	$ 135.82
FireEye	Email Threat Prevention, Platinum Support 1 Year 1,000-1999	ETP-001999-PTM1Y	$ 31.46	$ 27.37
FireEye	Email Threat Prevention, Platinum Support 2 Year 1,000-1999	ETP-001999-PTM2Y	$ 62.92	$ 54.74
FireEye	Email Threat Prevention, Platinum Support 3 Year 1,000-1999	ETP-001999-PTM3Y	$ 84.94	$ 73.90
FireEye	Email Threat Prevention, Platinum Support 4 Year 1,000-1999	ETP-001999-PTM4Y	$ 113.26	$ 98.54
FireEye	Email Threat Prevention, Platinum Support 5 Year 1,000-1999	ETP-001999-PTM5Y	$ 141.57	$ 123.17
FireEye	Email Threat Prevention, Government US 1 Year 1,000-1999	ETP-001999-USG1Y	$ 31.46	$ 27.37
FireEye	Email Threat Prevention, Government US 2 Year 1,000-1999	ETP-001999-USG2Y	$ 62.92	$ 54.74
FireEye	Email Threat Prevention, Government US 3 Year 1,000-1999	ETP-001999-USG3Y	$ 84.94	$ 73.90
FireEye	Email Threat Prevention, Government US 4 Year 1,000-1999	ETP-001999-USG4Y	$ 113.26	$ 98.54
FireEye	Email Threat Prevention, Government US 5 Year 1,000-1999	ETP-001999-USG5Y	$ 141.57	$ 123.17
FireEye	Email Threat Prevention, Platinum Support 1 Year 2,000-4999	ETP-004999-PTM1Y	$ 28.64	$ 24.92
FireEye	Email Threat Prevention, Platinum Support 2 Year 2,000-4999	ETP-004999-PTM2Y	$ 57.28	$ 49.83
FireEye	Email Threat Prevention, Platinum Support 3 Year 2,000-4999	ETP-004999-PTM3Y	$ 77.33	$ 67.28
FireEye	Email Threat Prevention, Platinum Support 4 Year 2,000-4999	ETP-004999-PTM4Y	$ 103.10	$ 89.70
FireEye	Email Threat Prevention, Platinum Support 5 Year 2,000-4999	ETP-004999-PTM5Y	$ 128.88	$ 112.13
FireEye	Email Threat Prevention, Government US 1 Year 2,000-4999	ETP-004999-USG1Y	$ 28.64	$ 24.92
FireEye	Email Threat Prevention, Government US 2 Year 2,000-4999	ETP-004999-USG2Y	$ 57.28	$ 49.83
FireEye	Email Threat Prevention, Government US 3 Year 2,000-4999	ETP-004999-USG3Y	$ 77.33	$ 67.28

FireEye	Email Threat Prevention, Government US 4 Year 2,000-4999	ETP-004999-USG4Y	$ 103.10	$ 89.70
FireEye	Email Threat Prevention, Government US 5 Year 2,000-4999	ETP-004999-USG5Y	$ 128.88	$ 112.13
FireEye	Email Threat Prevention, Platinum Support 1 Year 5,000-9999	ETP-009999-PTM1Y	$ 25.51	$ 22.19
FireEye	Email Threat Prevention, Platinum Support 2 Year 5,000-9999	ETP-009999-PTM2Y	$ 51.02	$ 44.39
FireEye	Email Threat Prevention, Platinum Support 3 Year 5,000-9999	ETP-009999-PTM3Y	$ 68.88	$ 59.93
FireEye	Email Threat Prevention, Platinum Support 4 Year 5,000-9999	ETP-009999-PTM4Y	$ 91.84	$ 79.90
FireEye	Email Threat Prevention, Platinum Support 5 Year 5,000-9999	ETP-009999-PTM5Y	$ 114.80	$ 99.88
FireEye	Email Threat Prevention, Government US 1 Year 5,000-9999	ETP-009999-USG1Y	$ 25.51	$ 22.19
FireEye	Email Threat Prevention, Government US 2 Year 5,000-9999	ETP-009999-USG2Y	$ 51.02	$ 44.39
FireEye	Email Threat Prevention, Government US 3 Year 5,000-9999	ETP-009999-USG3Y	$ 68.88	$ 59.93
FireEye	Email Threat Prevention, Government US 4 Year 5,000-9999	ETP-009999-USG4Y	$ 91.84	$ 79.90
FireEye	Email Threat Prevention, Government US 5 Year 5,000-9999	ETP-009999-USG5Y	$ 114.80	$ 99.88
FireEye	Email Threat Prevention, Platinum Support 1 Year 10,000-19999	ETP-019999-PTM1Y	$ 22.02	$ 19.16
FireEye	Email Threat Prevention, Platinum Support 2 Year 10,000-19999	ETP-019999-PTM2Y	$ 44.04	$ 38.31
FireEye	Email Threat Prevention, Platinum Support 3 Year 10,000-19999	ETP-019999-PTM3Y	$ 59.45	$ 51.72
FireEye	Email Threat Prevention, Platinum Support 4 Year 10,000-19999	ETP-019999-PTM4Y	$ 79.27	$ 68.96
FireEye	Email Threat Prevention, Platinum Support 5 Year 10,000-19999	ETP-019999-PTM5Y	$ 99.09	$ 86.21
FireEye	Email Threat Prevention, Government US 1 Year 10,000-19999	ETP-019999-USG1Y	$ 22.02	$ 19.16
FireEye	Email Threat Prevention, Government US 2 Year 10,000-19999	ETP-019999-USG2Y	$ 44.04	$ 38.31
FireEye	Email Threat Prevention, Government US 3 Year 10,000-19999	ETP-019999-USG3Y	$ 59.45	$ 51.72
FireEye	Email Threat Prevention, Government US 4 Year 10,000-19999	ETP-019999-USG4Y	$ 79.27	$ 68.96
FireEye	Email Threat Prevention, Government US 5 Year 10,000-19999	ETP-019999-USG5Y	$ 99.09	$ 86.21
FireEye	Email Threat Prevention, Platinum Support 1 Year 20,000-49999	ETP-049999-PTM1Y	$ 20.76	$ 18.06
FireEye	Email Threat Prevention, Platinum Support 2 Year 20,000-49999	ETP-049999-PTM2Y	$ 41.52	$ 36.12
FireEye	Email Threat Prevention, Platinum Support 3 Year 20,000-49999	ETP-049999-PTM3Y	$ 56.05	$ 48.76
FireEye	Email Threat Prevention, Platinum Support 4 Year 20,000-49999	ETP-049999-PTM4Y	$ 74.74	$ 65.02
FireEye	Email Threat Prevention, Platinum Support 5 Year 20,000-49999	ETP-049999-PTM5Y	$ 93.42	$ 81.28
FireEye	Email Threat Prevention, Government US 1 Year 20,000-49999	ETP-049999-USG1Y	$ 20.76	$ 18.06
FireEye	Email Threat Prevention, Government US 2 Year 20,000-49999	ETP-049999-USG2Y	$ 41.52	$ 36.12
FireEye	Email Threat Prevention, Government US 3 Year 20,000-49999	ETP-049999-USG3Y	$ 56.05	$ 48.76
FireEye	Email Threat Prevention, Government US 4 Year 20,000-49999	ETP-049999-USG4Y	$ 74.74	$ 65.02
FireEye	Email Threat Prevention, Government US 5 Year 20,000-49999	ETP-049999-USG5Y	$ 93.42	$ 81.28
FireEye	Email Threat Prevention, Platinum Support 1 Year 50,000-74999	ETP-074999-PTM1Y	$ 18.75	$ 16.31
FireEye	Email Threat Prevention, Platinum Support 2 Year 50,000-74999	ETP-074999-PTM2Y	$ 37.50	$ 32.63
FireEye	Email Threat Prevention, Platinum Support 3 Year 50,000-74999	ETP-074999-PTM3Y	$ 50.63	$ 44.05
FireEye	Email Threat Prevention, Platinum Support 4 Year 50,000-74999	ETP-074999-PTM4Y	$ 67.50	$ 58.73
FireEye	Email Threat Prevention, Platinum Support 5 Year 50,000-74999	ETP-074999-PTM5Y	$ 84.38	$ 73.41
FireEye	Email Threat Prevention, Government US 1 Year 50,000-74999	ETP-074999-USG1Y	$ 18.75	$ 16.31
FireEye	Email Threat Prevention, Government US 2 Year 50,000-74999	ETP-074999-USG2Y	$ 37.50	$ 32.63
FireEye	Email Threat Prevention, Government US 3 Year 50,000-74999	ETP-074999-USG3Y	$ 50.63	$ 44.05
FireEye	Email Threat Prevention, Government US 4 Year 50,000-74999	ETP-074999-USG4Y	$ 67.50	$ 58.73
FireEye	Email Threat Prevention, Government US 5 Year 50,000-74999	ETP-074999-USG5Y	$ 84.38	$ 73.41
FireEye	Email Threat Prevention, Platinum Support 1 Year 75,000-99999	ETP-099999-PTM1Y	$ 16.22	$ 14.11
FireEye	Email Threat Prevention, Platinum Support 2 Year 75,000-99999	ETP-099999-PTM2Y	$ 32.44	$ 28.22
FireEye	Email Threat Prevention, Platinum Support 3 Year 75,000-99999	ETP-099999-PTM3Y	$ 43.79	$ 38.10
FireEye	Email Threat Prevention, Platinum Support 4 Year 75,000-99999	ETP-099999-PTM4Y	$ 58.39	$ 50.80
FireEye	Email Threat Prevention, Platinum Support 5 Year 75,000-99999	ETP-099999-PTM5Y	$ 72.99	$ 63.50
FireEye	Email Threat Prevention, Government US 1 Year 75,000-99999	ETP-099999-USG1Y	$ 16.22	$ 14.11
FireEye	Email Threat Prevention, Government US 2 Year 75,000-99999	ETP-099999-USG2Y	$ 32.44	$ 28.22

FireEye	Email Threat Prevention, Government US 3 Year 75,000-99999	ETP-099999-USG3Y	$ 43.79	$ 38.10
FireEye	Email Threat Prevention, Government US 4 Year 75,000-99999	ETP-099999-USG4Y	$ 58.39	$ 50.80
FireEye	Email Threat Prevention, Government US 5 Year 75,000-99999	ETP-099999-USG5Y	$ 72.99	$ 63.50
FireEye	Email Threat Prevention, Platinum Support 1 Year 100,000-199999	ETP-199999-PTM1Y	$ 14.26	$ 12.41
FireEye	Email Threat Prevention, Platinum Support 2 Year 100,000-199999	ETP-199999-PTM2Y	$ 28.52	$ 24.81
FireEye	Email Threat Prevention, Platinum Support 3 Year 100,000-199999	ETP-199999-PTM3Y	$ 38.50	$ 33.50
FireEye	Email Threat Prevention, Platinum Support 4 Year 100,000-199999	ETP-199999-PTM4Y	$ 51.34	$ 44.67
FireEye	Email Threat Prevention, Platinum Support 5 Year 100,000-199999	ETP-199999-PTM5Y	$ 64.17	$ 55.83
FireEye	Email Threat Prevention, Government US 1 Year 100,000-199999	ETP-199999-USG1Y	$ 14.26	$ 12.41
FireEye	Email Threat Prevention, Government US 2 Year 100,000-199999	ETP-199999-USG2Y	$ 28.52	$ 24.81
FireEye	Email Threat Prevention, Government US 3 Year 100,000-199999	ETP-199999-USG3Y	$ 38.50	$ 33.50
FireEye	Email Threat Prevention, Government US 4 Year 100,000-199999	ETP-199999-USG4Y	$ 51.34	$ 44.67
FireEye	Email Threat Prevention, Government US 5 Year 100,000-199999	ETP-199999-USG5Y	$ 64.17	$ 55.83
FireEye	Email Threat Prevention, Platinum Support 1 Year 200,000+	ETP-200000+PTM1Y	$ 13.46	$ 11.71
FireEye	Email Threat Prevention, Platinum Support 2 Year 200,000+	ETP-200000+PTM2Y	$ 26.92	$ 23.42
FireEye	Email Threat Prevention, Platinum Support 3 Year 200,000+	ETP-200000+PTM3Y	$ 36.34	$ 31.62
FireEye	Email Threat Prevention, Platinum Support 4 Year 200,000+	ETP-200000+PTM4Y	$ 48.46	$ 42.16
FireEye	Email Threat Prevention, Platinum Support 5 Year 200,000+	ETP-200000+PTM5Y	$ 60.57	$ 52.70
FireEye	Email Threat Prevention, Government US 1 Year 200,000+	ETP-200000+USG1Y	$ 13.46	$ 11.71
FireEye	Email Threat Prevention, Government US 2 Year 200,000+	ETP-200000+USG2Y	$ 26.92	$ 23.42
FireEye	Email Threat Prevention, Government US 3 Year 200,000+	ETP-200000+USG3Y	$ 36.34	$ 31.62
FireEye	Email Threat Prevention, Government US 4 Year 200,000+	ETP-200000+USG4Y	$ 48.46	$ 42.16
FireEye	Email Threat Prevention, Government US 5 Year 200,000+	ETP-200000+USG5Y	$ 60.57	$ 52.70
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1-249	ETP-A-000249-CAG1Y	$ 71.95	$ 62.60
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1-249	ETP-A-000249-CAG2Y	$ 134.55	$ 117.06
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1-249	ETP-A-000249-CAG3Y	$ 194.27	$ 169.01
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1-249	ETP-A-000249-CAG4Y	$ 259.02	$ 225.35
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1-249	ETP-A-000249-CAG5Y	$ 323.78	$ 281.69
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1-249	ETP-A-000249-CAP1Y	$ 75.00	$ 65.25
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1-249	ETP-A-000249-CAP2Y	$ 140.25	$ 122.02
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1-249	ETP-A-000249-CAP3Y	$ 202.50	$ 176.18
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1-249	ETP-A-000249-CAP4Y	$ 270.00	$ 234.90
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1-249	ETP-A-000249-CAP5Y	$ 337.50	$ 293.63
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1-249	ETP-A-000249-PPL1Y	$ 13.62	$ 11.85
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1-249	ETP-A-000249-PPL2Y	$ 140.25	$ 122.02
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1-249	ETP-A-000249-PPL3Y	$ 202.50	$ 176.18
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1-249	ETP-A-000249-PPL4Y	$ 270.00	$ 234.90
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1-249	ETP-A-000249-PPL5Y	$ 337.50	$ 293.63
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1-249	ETP-A-000249-PTM1Y	$ 26.24	$ 22.83
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1-249	ETP-A-000249-PTM2Y	$ 134.55	$ 117.06
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1-249	ETP-A-000249-PTM3Y	$ 194.27	$ 169.01
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1-249	ETP-A-000249-PTM4Y	$ 259.02	$ 225.35
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1-249	ETP-A-000249-PTM5Y	$ 323.78	$ 281.69
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 1-249	ETP-A-000249-USG1Y	$ 71.95	$ 62.60
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 1-249	ETP-A-000249-USG2Y	$ 134.55	$ 117.06
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 1-249	ETP-A-000249-USG3Y	$ 194.27	$ 169.01
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 1-249	ETP-A-000249-USG4Y	$ 259.02	$ 225.35
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 1-249	ETP-A-000249-USG5Y	$ 323.78	$ 281.69
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1-249	ETP-A-000249-USP1Y	$ 75.00	$ 65.25

FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1-249	ETP-A-000249-USP2Y	$ 140.25	$ 122.02
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1-249	ETP-A-000249-USP3Y	$ 202.50	$ 176.18
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1-249	ETP-A-000249-USP4Y	$ 270.00	$ 234.90
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1-249	ETP-A-000249-USP5Y	$ 337.50	$ 293.63
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 250-499	ETP-A-000499-CAG1Y	$ 35.96	$ 31.29
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 250-499	ETP-A-000499-CAG2Y	$ 67.24	$ 58.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 250-499	ETP-A-000499-CAG3Y	$ 97.09	$ 84.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 250-499	ETP-A-000499-CAG4Y	$ 129.46	$ 112.63
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 250-499	ETP-A-000499-CAG5Y	$ 161.82	$ 140.78
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 250-499	ETP-A-000499-CAP1Y	$ 37.48	$ 32.61
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 250-499	ETP-A-000499-CAP2Y	$ 70.09	$ 60.98
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 250-499	ETP-A-000499-CAP3Y	$ 101.20	$ 88.04
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 250-499	ETP-A-000499-CAP4Y	$ 134.93	$ 117.39
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 250-499	ETP-A-000499-CAP5Y	$ 168.66	$ 146.73
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 250-499	ETP-A-000499-PPL1Y	$ 11.26	$ 9.80
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 250-499	ETP-A-000499-PPL2Y	$ 70.09	$ 60.98
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 250-499	ETP-A-000499-PPL3Y	$ 101.20	$ 88.04
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 250-499	ETP-A-000499-PPL4Y	$ 134.93	$ 117.39
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 250-499	ETP-A-000499-PPL5Y	$ 168.66	$ 146.73
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 250-499	ETP-A-000499-PTM1Y	$ 21.67	$ 18.85
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 250-499	ETP-A-000499-PTM2Y	$ 67.24	$ 58.50
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 250-499	ETP-A-000499-PTM3Y	$ 97.09	$ 84.47
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 250-499	ETP-A-000499-PTM4Y	$ 129.46	$ 112.63
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 250-499	ETP-A-000499-PTM5Y	$ 161.82	$ 140.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 250-499	ETP-A-000499-USG1Y	$ 35.96	$ 31.29
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 250-499	ETP-A-000499-USG2Y	$ 67.24	$ 58.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 250-499	ETP-A-000499-USG3Y	$ 97.09	$ 84.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 250-499	ETP-A-000499-USG4Y	$ 129.46	$ 112.63
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 250-499	ETP-A-000499-USG5Y	$ 161.82	$ 140.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 250-499	ETP-A-000499-USP1Y	$ 37.48	$ 32.61
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 250-499	ETP-A-000499-USP2Y	$ 70.09	$ 60.98
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 250-499	ETP-A-000499-USP3Y	$ 101.20	$ 88.04
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 250-499	ETP-A-000499-USP4Y	$ 134.93	$ 117.39
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 250-499	ETP-A-000499-USP5Y	$ 168.66	$ 146.73
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 500-749	ETP-A-000749-CAG1Y	$ 29.76	$ 25.89
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 500-749	ETP-A-000749-CAG2Y	$ 55.65	$ 48.42
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 500-749	ETP-A-000749-CAG3Y	$ 80.35	$ 69.90
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 500-749	ETP-A-000749-CAG4Y	$ 107.14	$ 93.21
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 500-749	ETP-A-000749-CAG5Y	$ 133.92	$ 116.51
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 500-749	ETP-A-000749-CAP1Y	$ 31.02	$ 26.99
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 500-749	ETP-A-000749-CAP2Y	$ 58.00	$ 50.46
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 500-749	ETP-A-000749-CAP3Y	$ 83.75	$ 72.86
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 500-749	ETP-A-000749-CAP4Y	$ 111.67	$ 97.15
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 500-749	ETP-A-000749-CAP5Y	$ 139.59	$ 121.44
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 500-749	ETP-A-000749-PPL1Y	$ 9.66	$ 8.40
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 500-749	ETP-A-000749-PPL2Y	$ 58.00	$ 50.46
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 500-749	ETP-A-000749-PPL3Y	$ 83.75	$ 72.86
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 500-749	ETP-A-000749-PPL4Y	$ 111.67	$ 97.15
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 500-749	ETP-A-000749-PPL5Y	$ 139.59	$ 121.44

FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 500-749	ETP-A-000749-PTM1Y	$ 18.59	$ 16.17
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 500-749	ETP-A-000749-PTM2Y	$ 55.65	$ 48.42
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 500-749	ETP-A-000749-PTM3Y	$ 80.35	$ 69.90
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 500-749	ETP-A-000749-PTM4Y	$ 107.14	$ 93.21
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 500-749	ETP-A-000749-PTM5Y	$ 133.92	$ 116.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 500-749	ETP-A-000749-USG1Y	$ 29.76	$ 25.89
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 500-749	ETP-A-000749-USG2Y	$ 55.65	$ 48.42
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 500-749	ETP-A-000749-USG3Y	$ 80.35	$ 69.90
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 500-749	ETP-A-000749-USG4Y	$ 107.14	$ 93.21
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 500-749	ETP-A-000749-USG5Y	$ 133.92	$ 116.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 500-749	ETP-A-000749-USP1Y	$ 31.02	$ 26.99
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 500-749	ETP-A-000749-USP2Y	$ 58.00	$ 50.46
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 500-749	ETP-A-000749-USP3Y	$ 83.75	$ 72.86
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 500-749	ETP-A-000749-USP4Y	$ 111.67	$ 97.15
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 500-749	ETP-A-000749-USP5Y	$ 139.59	$ 121.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 750-999	ETP-A-000999-CAG1Y	$ 29.03	$ 25.26
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 750-999	ETP-A-000999-CAG2Y	$ 54.28	$ 47.22
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 750-999	ETP-A-000999-CAG3Y	$ 78.38	$ 68.19
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 750-999	ETP-A-000999-CAG4Y	$ 104.51	$ 90.92
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 750-999	ETP-A-000999-CAG5Y	$ 130.64	$ 113.66
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 750-999	ETP-A-000999-CAP1Y	$ 30.26	$ 26.33
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 750-999	ETP-A-000999-CAP2Y	$ 56.58	$ 49.22
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 750-999	ETP-A-000999-CAP3Y	$ 81.70	$ 71.08
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 750-999	ETP-A-000999-CAP4Y	$ 108.94	$ 94.78
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 750-999	ETP-A-000999-CAP5Y	$ 136.17	$ 118.47
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 750-999	ETP-A-000999-PPL1Y	$ 8.11	$ 7.06
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 750-999	ETP-A-000999-PPL2Y	$ 56.58	$ 49.22
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 750-999	ETP-A-000999-PPL3Y	$ 81.70	$ 71.08
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 750-999	ETP-A-000999-PPL4Y	$ 108.94	$ 94.78
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 750-999	ETP-A-000999-PPL5Y	$ 136.17	$ 118.47
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 750-999	ETP-A-000999-PTM1Y	$ 15.61	$ 13.58
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 750-999	ETP-A-000999-PTM2Y	$ 54.28	$ 47.22
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 750-999	ETP-A-000999-PTM3Y	$ 78.38	$ 68.19
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 750-999	ETP-A-000999-PTM4Y	$ 104.51	$ 90.92
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 750-999	ETP-A-000999-PTM5Y	$ 130.64	$ 113.66
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 750-999	ETP-A-000999-USG1Y	$ 29.03	$ 25.26
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 750-999	ETP-A-000999-USG2Y	$ 54.28	$ 47.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 750-999	ETP-A-000999-USG3Y	$ 78.38	$ 68.19
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 750-999	ETP-A-000999-USG4Y	$ 104.51	$ 90.92
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 750-999	ETP-A-000999-USG5Y	$ 130.64	$ 113.66
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 750-999	ETP-A-000999-USP1Y	$ 30.26	$ 26.33
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 750-999	ETP-A-000999-USP2Y	$ 56.58	$ 49.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 750-999	ETP-A-000999-USP3Y	$ 81.70	$ 71.08
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 750-999	ETP-A-000999-USP4Y	$ 108.94	$ 94.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 750-999	ETP-A-000999-USP5Y	$ 136.17	$ 118.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1,000-1999	ETP-A-001999-CAG1Y	$ 22.35	$ 19.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1,000-1999	ETP-A-001999-CAG2Y	$ 41.79	$ 36.36
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1,000-1999	ETP-A-001999-CAG3Y	$ 60.35	$ 52.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1,000-1999	ETP-A-001999-CAG4Y	$ 80.46	$ 70.00

FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1,000-1999	ETP-A-001999-CAG5Y	$ 100.58	$ 87.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1,000-1999	ETP-A-001999-CAP1Y	$ 23.29	$ 20.26
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1,000-1999	ETP-A-001999-CAP2Y	$ 43.56	$ 37.90
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1,000-1999	ETP-A-001999-CAP3Y	$ 62.88	$ 54.71
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1,000-1999	ETP-A-001999-CAP4Y	$ 83.84	$ 72.94
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1,000-1999	ETP-A-001999-CAP5Y	$ 104.81	$ 91.18
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1,000-1999	ETP-A-001999-PPL1Y	$ 7.35	$ 6.39
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1,000-1999	ETP-A-001999-PPL2Y	$ 43.56	$ 37.90
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1,000-1999	ETP-A-001999-PPL3Y	$ 62.88	$ 54.71
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1,000-1999	ETP-A-001999-PPL4Y	$ 83.84	$ 72.94
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1,000-1999	ETP-A-001999-PPL5Y	$ 104.81	$ 91.18
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1,000-1999	ETP-A-001999-PTM1Y	$ 14.16	$ 12.32
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1,000-1999	ETP-A-001999-PTM2Y	$ 41.79	$ 36.36
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1,000-1999	ETP-A-001999-PTM3Y	$ 60.35	$ 52.50
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1,000-1999	ETP-A-001999-PTM4Y	$ 80.46	$ 70.00
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1,000-1999	ETP-A-001999-PTM5Y	$ 100.58	$ 87.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 1,000-1999	ETP-A-001999-USG1Y	$ 22.35	$ 19.44
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 1,000-1999	ETP-A-001999-USG2Y	$ 41.79	$ 36.36
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 1,000-1999	ETP-A-001999-USG3Y	$ 60.35	$ 52.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 1,000-1999	ETP-A-001999-USG4Y	$ 80.46	$ 70.00
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 1,000-1999	ETP-A-001999-USG5Y	$ 100.58	$ 87.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1,000-1999	ETP-A-001999-USP1Y	$ 23.29	$ 20.26
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1,000-1999	ETP-A-001999-USP2Y	$ 43.56	$ 37.90
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1,000-1999	ETP-A-001999-USP3Y	$ 62.88	$ 54.71
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1,000-1999	ETP-A-001999-USP4Y	$ 83.84	$ 72.94
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1,000-1999	ETP-A-001999-USP5Y	$ 104.81	$ 91.18
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 2,000-4999	ETP-A-004999-CAG1Y	$ 16.67	$ 14.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 2,000-4999	ETP-A-004999-CAG2Y	$ 31.17	$ 27.12
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 2,000-4999	ETP-A-004999-CAG3Y	$ 45.01	$ 39.16
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 2,000-4999	ETP-A-004999-CAG4Y	$ 60.01	$ 52.21
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 2,000-4999	ETP-A-004999-CAG5Y	$ 75.02	$ 65.27
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 2,000-4999	ETP-A-004999-CAP1Y	$ 17.38	$ 15.12
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 2,000-4999	ETP-A-004999-CAP2Y	$ 32.49	$ 28.27
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 2,000-4999	ETP-A-004999-CAP3Y	$ 46.93	$ 40.83
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 2,000-4999	ETP-A-004999-CAP4Y	$ 62.57	$ 54.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 2,000-4999	ETP-A-004999-CAP5Y	$ 78.21	$ 68.04
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 2,000-4999	ETP-A-004999-PPL1Y	$ 6.70	$ 5.83
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 2,000-4999	ETP-A-004999-PPL2Y	$ 32.49	$ 28.27
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 2,000-4999	ETP-A-004999-PPL3Y	$ 46.93	$ 40.83
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 2,000-4999	ETP-A-004999-PPL4Y	$ 62.57	$ 54.44
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 2,000-4999	ETP-A-004999-PPL5Y	$ 78.21	$ 68.04
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 2,000-4999	ETP-A-004999-PTM1Y	$ 12.89	$ 11.21
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 2,000-4999	ETP-A-004999-PTM2Y	$ 31.17	$ 27.12
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 2,000-4999	ETP-A-004999-PTM3Y	$ 45.01	$ 39.16
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 2,000-4999	ETP-A-004999-PTM4Y	$ 60.01	$ 52.21
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 2,000-4999	ETP-A-004999-PTM5Y	$ 75.02	$ 65.27
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 2,000-4999	ETP-A-004999-USG1Y	$ 16.67	$ 14.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 2,000-4999	ETP-A-004999-USG2Y	$ 31.17	$ 27.12
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 2,000-4999	ETP-A-004999-USG3Y	$ 45.01	$ 39.16

FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 2,000-4999	ETP-A-004999-USG4Y	$ 60.01	$ 52.21
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 2,000-4999	ETP-A-004999-USG5Y	$ 75.02	$ 65.27
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 2,000-4999	ETP-A-004999-USP1Y	$ 17.38	$ 15.12
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 2,000-4999	ETP-A-004999-USP2Y	$ 32.49	$ 28.27
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 2,000-4999	ETP-A-004999-USP3Y	$ 46.93	$ 40.83
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 2,000-4999	ETP-A-004999-USP4Y	$ 62.57	$ 54.44
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 2,000-4999	ETP-A-004999-USP5Y	$ 78.21	$ 68.04
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 5,000-9999	ETP-A-009999-CAG1Y	$ 14.75	$ 12.83
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 5,000-9999	ETP-A-009999-CAG2Y	$ 27.57	$ 23.99
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 5,000-9999	ETP-A-009999-CAG3Y	$ 39.83	$ 34.65
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 5,000-9999	ETP-A-009999-CAG4Y	$ 53.10	$ 46.20
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 5,000-9999	ETP-A-009999-CAG5Y	$ 66.38	$ 57.75
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 5,000-9999	ETP-A-009999-CAP1Y	$ 15.37	$ 13.37
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 5,000-9999	ETP-A-009999-CAP2Y	$ 28.74	$ 25.00
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 5,000-9999	ETP-A-009999-CAP3Y	$ 41.50	$ 36.11
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 5,000-9999	ETP-A-009999-CAP4Y	$ 55.33	$ 48.14
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 5,000-9999	ETP-A-009999-CAP5Y	$ 69.17	$ 60.18
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 5,000-9999	ETP-A-009999-PPL1Y	$ 8.29	$ 7.21
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 5,000-9999	ETP-A-009999-PPL2Y	$ 28.74	$ 25.00
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 5,000-9999	ETP-A-009999-PPL3Y	$ 41.50	$ 36.11
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 5,000-9999	ETP-A-009999-PPL4Y	$ 55.33	$ 48.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 5,000-9999	ETP-A-009999-PPL5Y	$ 69.17	$ 60.18
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 5,000-9999	ETP-A-009999-PTM1Y	$ 13.71	$ 11.93
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 5,000-9999	ETP-A-009999-PTM2Y	$ 27.57	$ 23.99
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 5,000-9999	ETP-A-009999-PTM3Y	$ 39.83	$ 34.65
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 5,000-9999	ETP-A-009999-PTM4Y	$ 53.10	$ 46.20
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 5,000-9999	ETP-A-009999-PTM5Y	$ 66.38	$ 57.75
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 5,000-9999	ETP-A-009999-USG1Y	$ 14.75	$ 12.83
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 5,000-9999	ETP-A-009999-USG2Y	$ 27.57	$ 23.99
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 5,000-9999	ETP-A-009999-USG3Y	$ 39.83	$ 34.65
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 5,000-9999	ETP-A-009999-USG4Y	$ 53.10	$ 46.20
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 5,000-9999	ETP-A-009999-USG5Y	$ 66.38	$ 57.75
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 5,000-9999	ETP-A-009999-USP1Y	$ 15.37	$ 13.37
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 5,000-9999	ETP-A-009999-USP2Y	$ 28.74	$ 25.00
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 5,000-9999	ETP-A-009999-USP3Y	$ 41.50	$ 36.11
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 5,000-9999	ETP-A-009999-USP4Y	$ 55.33	$ 48.14
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 5,000-9999	ETP-A-009999-USP5Y	$ 69.17	$ 60.18
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 10,000-19999	ETP-A-019999-CAG1Y	$ 12.89	$ 11.21
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 10,000-19999	ETP-A-019999-CAG2Y	$ 24.11	$ 20.98
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 10,000-19999	ETP-A-019999-CAG3Y	$ 34.80	$ 30.28
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 10,000-19999	ETP-A-019999-CAG4Y	$ 46.40	$ 40.37
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 10,000-19999	ETP-A-019999-CAG5Y	$ 58.01	$ 50.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 10,000-19999	ETP-A-019999-CAP1Y	$ 13.44	$ 11.69
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 10,000-19999	ETP-A-019999-CAP2Y	$ 25.13	$ 21.86
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 10,000-19999	ETP-A-019999-CAP3Y	$ 36.29	$ 31.57
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 10,000-19999	ETP-A-019999-CAP4Y	$ 48.38	$ 42.09
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 10,000-19999	ETP-A-019999-CAP5Y	$ 60.48	$ 52.62
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 10,000-19999	ETP-A-019999-PPL1Y	$ 6.07	$ 5.28
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 10,000-19999	ETP-A-019999-PPL2Y	$ 25.13	$ 21.86

FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 10,000-19999	ETP-A-019999-PPL3Y	$ 36.29	$ 31.57
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 10,000-19999	ETP-A-019999-PPL4Y	$ 48.38	$ 42.09
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 10,000-19999	ETP-A-019999-PPL5Y	$ 60.48	$ 52.62
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 10,000-19999	ETP-A-019999-PTM1Y	$ 10.79	$ 9.39
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 10,000-19999	ETP-A-019999-PTM2Y	$ 24.11	$ 20.98
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 10,000-19999	ETP-A-019999-PTM3Y	$ 34.80	$ 30.28
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 10,000-19999	ETP-A-019999-PTM4Y	$ 46.40	$ 40.37
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 10,000-19999	ETP-A-019999-PTM5Y	$ 58.01	$ 50.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 10,000-19999	ETP-A-019999-USG1Y	$ 12.89	$ 11.21
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 10,000-19999	ETP-A-019999-USG2Y	$ 24.11	$ 20.98
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 10,000-19999	ETP-A-019999-USG3Y	$ 34.80	$ 30.28
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 10,000-19999	ETP-A-019999-USG4Y	$ 46.40	$ 40.37
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 10,000-19999	ETP-A-019999-USG5Y	$ 58.01	$ 50.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 10,000-19999	ETP-A-019999-USP1Y	$ 13.44	$ 11.69
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 10,000-19999	ETP-A-019999-USP2Y	$ 25.13	$ 21.86
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 10,000-19999	ETP-A-019999-USP3Y	$ 36.29	$ 31.57
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 10,000-19999	ETP-A-019999-USP4Y	$ 48.38	$ 42.09
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 10,000-19999	ETP-A-019999-USP5Y	$ 60.48	$ 52.62
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 20,000-49999	ETP-A-049999-CAG1Y	$ 11.55	$ 10.05
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 20,000-49999	ETP-A-049999-CAG2Y	$ 21.67	$ 18.85
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 20,000-49999	ETP-A-049999-CAG3Y	$ 31.19	$ 27.14
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 20,000-49999	ETP-A-049999-CAG4Y	$ 41.58	$ 36.17
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 20,000-49999	ETP-A-049999-CAG5Y	$ 51.98	$ 45.22
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 20,000-49999	ETP-A-049999-CAP1Y	$ 12.04	$ 10.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 20,000-49999	ETP-A-049999-CAP2Y	$ 22.59	$ 19.65
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 20,000-49999	ETP-A-049999-CAP3Y	$ 32.51	$ 28.28
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 20,000-49999	ETP-A-049999-CAP4Y	$ 43.34	$ 37.71
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 20,000-49999	ETP-A-049999-CAP5Y	$ 54.18	$ 47.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 20,000-49999	ETP-A-049999-PPL1Y	$ 4.85	$ 4.22
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 20,000-49999	ETP-A-049999-PPL2Y	$ 22.50	$ 19.58
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 20,000-49999	ETP-A-049999-PPL3Y	$ 32.51	$ 28.28
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 20,000-49999	ETP-A-049999-PPL4Y	$ 43.34	$ 37.71
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 20,000-49999	ETP-A-049999-PPL5Y	$ 54.18	$ 47.14
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 20,000-49999	ETP-A-049999-PTM1Y	$ 9.34	$ 8.13
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 20,000-49999	ETP-A-049999-PTM2Y	$ 21.59	$ 18.78
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 20,000-49999	ETP-A-049999-PTM3Y	$ 31.19	$ 27.14
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 20,000-49999	ETP-A-049999-PTM4Y	$ 41.58	$ 36.17
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 20,000-49999	ETP-A-049999-PTM5Y	$ 51.98	$ 45.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 20,000-49999	ETP-A-049999-USG1Y	$ 11.55	$ 10.05
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 20,000-49999	ETP-A-049999-USG2Y	$ 21.67	$ 18.85
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 20,000-49999	ETP-A-049999-USG3Y	$ 31.19	$ 27.14
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 20,000-49999	ETP-A-049999-USG4Y	$ 41.58	$ 36.17
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 20,000-49999	ETP-A-049999-USG5Y	$ 51.98	$ 45.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 20,000-49999	ETP-A-049999-USP1Y	$ 12.04	$ 10.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 20,000-49999	ETP-A-049999-USP2Y	$ 22.59	$ 19.65
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 20,000-49999	ETP-A-049999-USP3Y	$ 32.51	$ 28.28
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 20,000-49999	ETP-A-049999-USP4Y	$ 43.34	$ 37.71
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 20,000-49999	ETP-A-049999-USP5Y	$ 54.18	$ 47.14
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 50,000-74999	ETP-A-074999-CAG1Y	$ 11.84	$ 10.30

FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 50,000-74999	ETP-A-074999-CAG2Y	$ 22.18	$ 19.30
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 50,000-74999	ETP-A-074999-CAG3Y	$ 31.97	$ 27.81
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 50,000-74999	ETP-A-074999-CAG4Y	$ 42.62	$ 37.08
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 50,000-74999	ETP-A-074999-CAG5Y	$ 53.28	$ 46.35
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 50,000-74999	ETP-A-074999-CAP1Y	$ 12.34	$ 10.74
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 50,000-74999	ETP-A-074999-CAP2Y	$ 23.13	$ 20.12
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 50,000-74999	ETP-A-074999-CAP3Y	$ 33.32	$ 28.99
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 50,000-74999	ETP-A-074999-CAP4Y	$ 44.42	$ 38.65
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 50,000-74999	ETP-A-074999-CAP5Y	$ 55.53	$ 48.31
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 50,000-74999	ETP-A-074999-PPL1Y	$ 4.76	$ 4.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 50,000-74999	ETP-A-074999-PPL2Y	$ 23.06	$ 20.06
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 50,000-74999	ETP-A-074999-PPL3Y	$ 33.32	$ 28.99
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 50,000-74999	ETP-A-074999-PPL4Y	$ 44.42	$ 38.65
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 50,000-74999	ETP-A-074999-PPL5Y	$ 55.53	$ 48.31
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 50,000-74999	ETP-A-074999-PTM1Y	$ 8.80	$ 7.66
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 50,000-74999	ETP-A-074999-PTM2Y	$ 22.14	$ 19.26
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 50,000-74999	ETP-A-074999-PTM3Y	$ 31.97	$ 27.81
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 50,000-74999	ETP-A-074999-PTM4Y	$ 42.62	$ 37.08
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 50,000-74999	ETP-A-074999-PTM5Y	$ 53.28	$ 46.35
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 50,000-74999	ETP-A-074999-USG1Y	$ 11.84	$ 10.30
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 50,000-74999	ETP-A-074999-USG2Y	$ 22.18	$ 19.30
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 50,000-74999	ETP-A-074999-USG3Y	$ 31.97	$ 27.81
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 50,000-74999	ETP-A-074999-USG4Y	$ 42.62	$ 37.08
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 50,000-74999	ETP-A-074999-USG5Y	$ 53.28	$ 46.35
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 50,000-74999	ETP-A-074999-USP1Y	$ 12.34	$ 10.74
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 50,000-74999	ETP-A-074999-USP2Y	$ 23.13	$ 20.12
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 50,000-74999	ETP-A-074999-USP3Y	$ 33.32	$ 28.99
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 50,000-74999	ETP-A-074999-USP4Y	$ 44.42	$ 38.65
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 50,000-74999	ETP-A-074999-USP5Y	$ 55.53	$ 48.31
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 75,000-99999	ETP-A-099999-CAG1Y	$ 12.39	$ 10.78
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 75,000-99999	ETP-A-099999-CAG2Y	$ 23.16	$ 20.15
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 75,000-99999	ETP-A-099999-CAG3Y	$ 33.45	$ 29.10
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 75,000-99999	ETP-A-099999-CAG4Y	$ 44.60	$ 38.80
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 75,000-99999	ETP-A-099999-CAG5Y	$ 55.76	$ 48.51
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 75,000-99999	ETP-A-099999-CAP1Y	$ 12.91	$ 11.23
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 75,000-99999	ETP-A-099999-CAP2Y	$ 24.14	$ 21.00
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 75,000-99999	ETP-A-099999-CAP3Y	$ 34.86	$ 30.33
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 75,000-99999	ETP-A-099999-CAP4Y	$ 46.48	$ 40.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 75,000-99999	ETP-A-099999-CAP5Y	$ 58.10	$ 50.55
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 75,000-99999	ETP-A-099999-PPL1Y	$ 4.76	$ 4.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 75,000-99999	ETP-A-099999-PPL2Y	$ 24.14	$ 21.00
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 75,000-99999	ETP-A-099999-PPL3Y	$ 34.86	$ 30.33
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 75,000-99999	ETP-A-099999-PPL4Y	$ 46.48	$ 40.44
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 75,000-99999	ETP-A-099999-PPL5Y	$ 58.10	$ 50.55
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 75,000-99999	ETP-A-099999-PTM1Y	$ 8.22	$ 7.15
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 75,000-99999	ETP-A-099999-PTM2Y	$ 23.16	$ 20.15
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 75,000-99999	ETP-A-099999-PTM3Y	$ 33.45	$ 29.10
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 75,000-99999	ETP-A-099999-PTM4Y	$ 44.60	$ 38.80
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 75,000-99999	ETP-A-099999-PTM5Y	$ 55.76	$ 48.51

FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 75,000-99999	ETP-A-099999-USG1Y	$ 12.39	$ 10.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 75,000-99999	ETP-A-099999-USG2Y	$ 23.16	$ 20.15
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 75,000-99999	ETP-A-099999-USG3Y	$ 33.45	$ 29.10
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 75,000-99999	ETP-A-099999-USG4Y	$ 44.60	$ 38.80
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 75,000-99999	ETP-A-099999-USG5Y	$ 55.76	$ 48.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 75,000-99999	ETP-A-099999-USP1Y	$ 12.91	$ 11.23
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 75,000-99999	ETP-A-099999-USP2Y	$ 24.14	$ 21.00
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 75,000-99999	ETP-A-099999-USP3Y	$ 34.86	$ 30.33
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 75,000-99999	ETP-A-099999-USP4Y	$ 46.48	$ 40.44
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 75,000-99999	ETP-A-099999-USP5Y	$ 58.10	$ 50.55
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 100,000-199999	ETP-A-199999-CAG1Y	$ 10.78	$ 9.38
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 100,000-199999	ETP-A-199999-CAG2Y	$ 20.15	$ 17.53
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 100,000-199999	ETP-A-199999-CAG3Y	$ 29.11	$ 25.33
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 100,000-199999	ETP-A-199999-CAG4Y	$ 38.81	$ 33.76
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 100,000-199999	ETP-A-199999-CAG5Y	$ 48.51	$ 42.20
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 100,000-199999	ETP-A-199999-CAP1Y	$ 11.23	$ 9.77
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 100,000-199999	ETP-A-199999-CAP2Y	$ 21.01	$ 18.28
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 100,000-199999	ETP-A-199999-CAP3Y	$ 30.32	$ 26.38
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 100,000-199999	ETP-A-199999-CAP4Y	$ 40.43	$ 35.17
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 100,000-199999	ETP-A-199999-CAP5Y	$ 50.54	$ 43.97
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 100,000-199999	ETP-A-199999-PPL1Y	$ 3.50	$ 3.05
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 100,000-199999	ETP-A-199999-PPL2Y	$ 21.09	$ 18.35
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 100,000-199999	ETP-A-199999-PPL3Y	$ 30.48	$ 26.52
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 100,000-199999	ETP-A-199999-PPL4Y	$ 40.64	$ 35.36
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 100,000-199999	ETP-A-199999-PPL5Y	$ 50.81	$ 44.20
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 100,000-199999	ETP-A-199999-PTM1Y	$ 6.58	$ 5.72
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 100,000-199999	ETP-A-199999-PTM2Y	$ 20.25	$ 17.62
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 100,000-199999	ETP-A-199999-PTM3Y	$ 29.24	$ 25.44
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 100,000-199999	ETP-A-199999-PTM4Y	$ 38.99	$ 33.92
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 100,000-199999	ETP-A-199999-PTM5Y	$ 48.74	$ 42.40
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 100,000-199999	ETP-A-199999-USG1Y	$ 10.78	$ 9.38
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 100,000-199999	ETP-A-199999-USG2Y	$ 20.15	$ 17.53
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 100,000-199999	ETP-A-199999-USG3Y	$ 29.11	$ 25.33
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 100,000-199999	ETP-A-199999-USG4Y	$ 38.81	$ 33.76
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 100,000-199999	ETP-A-199999-USG5Y	$ 48.51	$ 42.20
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 100,000-199999	ETP-A-199999-USP1Y	$ 11.23	$ 9.77
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 100,000-199999	ETP-A-199999-USP2Y	$ 21.01	$ 18.28
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 100,000-199999	ETP-A-199999-USP3Y	$ 30.32	$ 26.38
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 100,000-199999	ETP-A-199999-USP4Y	$ 40.43	$ 35.17
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 100,000-199999	ETP-A-199999-USP5Y	$ 50.54	$ 43.97
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 200,000+	ETP-A-200000+CAG1Y	$ 10.42	$ 9.07
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 200,000+	ETP-A-200000+CAG2Y	$ 19.49	$ 16.96
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 200,000+	ETP-A-200000+CAG3Y	$ 28.13	$ 24.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 200,000+	ETP-A-200000+CAG4Y	$ 37.51	$ 32.63
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 200,000+	ETP-A-200000+CAG5Y	$ 46.89	$ 40.79
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 200,000+	ETP-A-200000+CAP1Y	$ 10.86	$ 9.45
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 200,000+	ETP-A-200000+CAP2Y	$ 20.30	$ 17.66
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 200,000+	ETP-A-200000+CAP3Y	$ 29.32	$ 25.51
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 200,000+	ETP-A-200000+CAP4Y	$ 39.10	$ 34.02

FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 200,000+	ETP-A-200000+CAP5Y	$ 48.87	$ 42.52
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 200,000+	ETP-A-200000+PPL1Y	$ 3.13	$ 2.72
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 200,000+	ETP-A-200000+PPL2Y	$ 20.32	$ 17.68
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 200,000+	ETP-A-200000+PPL3Y	$ 29.38	$ 25.56
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 200,000+	ETP-A-200000+PPL4Y	$ 39.17	$ 34.08
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 200,000+	ETP-A-200000+PPL5Y	$ 48.96	$ 42.60
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 200,000+	ETP-A-200000+PTM1Y	$ 6.04	$ 5.25
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 200,000+	ETP-A-200000+PTM2Y	$ 19.51	$ 16.97
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 200,000+	ETP-A-200000+PTM3Y	$ 28.16	$ 24.50
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 200,000+	ETP-A-200000+PTM4Y	$ 37.55	$ 32.67
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 200,000+	ETP-A-200000+PTM5Y	$ 46.94	$ 40.84
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 200,000+	ETP-A-200000+USG1Y	$ 10.42	$ 9.07
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 200,000+	ETP-A-200000+USG2Y	$ 19.49	$ 16.96
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 200,000+	ETP-A-200000+USG3Y	$ 28.13	$ 24.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 200,000+	ETP-A-200000+USG4Y	$ 37.51	$ 32.63
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 200,000+	ETP-A-200000+USG5Y	$ 46.89	$ 40.79
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 200,000+	ETP-A-200000+USP1Y	$ 10.86	$ 9.45
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 200,000+	ETP-A-200000+USP2Y	$ 20.30	$ 17.66
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 200,000+	ETP-A-200000+USP3Y	$ 29.32	$ 25.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 200,000+	ETP-A-200000+USP4Y	$ 39.10	$ 34.02
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 200,000+	ETP-A-200000+USP5Y	$ 48.87	$ 42.52
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1-249	ETP-C-000249-CAG1Y	$ 84.56	$ 73.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1-249	ETP-C-000249-CAG2Y	$ 169.12	$ 147.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1-249	ETP-C-000249-CAG3Y	$ 228.31	$ 198.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1-249	ETP-C-000249-CAG4Y	$ 304.42	$ 264.85
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1-249	ETP-C-000249-CAG5Y	$ 380.52	$ 331.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1-249	ETP-C-000249-CAP1Y	$ 88.14	$ 76.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1-249	ETP-C-000249-CAP2Y	$ 176.28	$ 153.36
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1-249	ETP-C-000249-CAP3Y	$ 237.98	$ 207.04
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1-249	ETP-C-000249-CAP4Y	$ 317.30	$ 276.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1-249	ETP-C-000249-CAP5Y	$ 396.63	$ 345.07
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1-249	ETP-C-000249-PPL1Y	$ 88.14	$ 76.68
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1-249	ETP-C-000249-PPL2Y	$ 176.28	$ 153.36
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1-249	ETP-C-000249-PPL3Y	$ 237.98	$ 207.04
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1-249	ETP-C-000249-PPL4Y	$ 317.30	$ 276.05
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1-249	ETP-C-000249-PPL5Y	$ 396.63	$ 345.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1-249	ETP-C-000249-PTM1Y	$ 84.56	$ 73.57
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1-249	ETP-C-000249-PTM2Y	$ 169.12	$ 147.13
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1-249	ETP-C-000249-PTM3Y	$ 228.31	$ 198.63
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1-249	ETP-C-000249-PTM4Y	$ 304.42	$ 264.85
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1-249	ETP-C-000249-PTM5Y	$ 380.52	$ 331.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1-249	ETP-C-000249-USG1Y	$ 84.56	$ 73.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1-249	ETP-C-000249-USG2Y	$ 169.12	$ 147.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1-249	ETP-C-000249-USG3Y	$ 228.31	$ 198.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1-249	ETP-C-000249-USG4Y	$ 304.42	$ 264.85
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1-249	ETP-C-000249-USG5Y	$ 380.52	$ 331.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1-249	ETP-C-000249-USP1Y	$ 88.14	$ 76.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1-249	ETP-C-000249-USP2Y	$ 176.28	$ 153.36
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1-249	ETP-C-000249-USP3Y	$ 237.98	$ 207.04

FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1-249	ETP-C-000249-USP4Y	$ 317.30	$ 276.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1-249	ETP-C-000249-USP5Y	$ 396.63	$ 345.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 250-499	ETP-C-000499-CAG1Y	$ 69.82	$ 60.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 250-499	ETP-C-000499-CAG2Y	$ 139.64	$ 121.49
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 250-499	ETP-C-000499-CAG3Y	$ 188.51	$ 164.00
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 250-499	ETP-C-000499-CAG4Y	$ 251.35	$ 218.67
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 250-499	ETP-C-000499-CAG5Y	$ 314.19	$ 273.35
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 250-499	ETP-C-000499-CAP1Y	$ 72.78	$ 63.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 250-499	ETP-C-000499-CAP2Y	$ 145.56	$ 126.64
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 250-499	ETP-C-000499-CAP3Y	$ 196.51	$ 170.96
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 250-499	ETP-C-000499-CAP4Y	$ 262.01	$ 227.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 250-499	ETP-C-000499-CAP5Y	$ 327.51	$ 284.93
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 250-499	ETP-C-000499-PPL1Y	$ 72.78	$ 63.32
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 250-499	ETP-C-000499-PPL2Y	$ 145.56	$ 126.64
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 250-499	ETP-C-000499-PPL3Y	$ 196.51	$ 170.96
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 250-499	ETP-C-000499-PPL4Y	$ 262.01	$ 227.95
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 250-499	ETP-C-000499-PPL5Y	$ 327.51	$ 284.93
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 250-499	ETP-C-000499-PTM1Y	$ 69.82	$ 60.74
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 250-499	ETP-C-000499-PTM2Y	$ 139.64	$ 121.49
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 250-499	ETP-C-000499-PTM3Y	$ 188.51	$ 164.00
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 250-499	ETP-C-000499-PTM4Y	$ 251.35	$ 218.67
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 250-499	ETP-C-000499-PTM5Y	$ 314.19	$ 273.35
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 250-499	ETP-C-000499-USG1Y	$ 69.82	$ 60.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 250-499	ETP-C-000499-USG2Y	$ 139.64	$ 121.49
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 250-499	ETP-C-000499-USG3Y	$ 188.51	$ 164.00
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 250-499	ETP-C-000499-USG4Y	$ 251.35	$ 218.67
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 250-499	ETP-C-000499-USG5Y	$ 314.19	$ 273.35
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 250-499	ETP-C-000499-USP1Y	$ 72.78	$ 63.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 250-499	ETP-C-000499-USP2Y	$ 145.56	$ 126.64
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 250-499	ETP-C-000499-USP3Y	$ 196.51	$ 170.96
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 250-499	ETP-C-000499-USP4Y	$ 262.01	$ 227.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 250-499	ETP-C-000499-USP5Y	$ 327.51	$ 284.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 500-749	ETP-C-000749-CAG1Y	$ 59.89	$ 52.10
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 500-749	ETP-C-000749-CAG2Y	$ 119.78	$ 104.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 500-749	ETP-C-000749-CAG3Y	$ 161.70	$ 140.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 500-749	ETP-C-000749-CAG4Y	$ 215.60	$ 187.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 500-749	ETP-C-000749-CAG5Y	$ 269.51	$ 234.47
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 500-749	ETP-C-000749-CAP1Y	$ 62.43	$ 54.31
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 500-749	ETP-C-000749-CAP2Y	$ 124.86	$ 108.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 500-749	ETP-C-000749-CAP3Y	$ 168.56	$ 146.65
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 500-749	ETP-C-000749-CAP4Y	$ 224.75	$ 195.53
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 500-749	ETP-C-000749-CAP5Y	$ 280.94	$ 244.42
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 500-749	ETP-C-000749-PPL1Y	$ 62.43	$ 54.31
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 500-749	ETP-C-000749-PPL2Y	$ 124.86	$ 108.63
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 500-749	ETP-C-000749-PPL3Y	$ 168.56	$ 146.65
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 500-749	ETP-C-000749-PPL4Y	$ 224.75	$ 195.53
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 500-749	ETP-C-000749-PPL5Y	$ 280.94	$ 244.42
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 500-749	ETP-C-000749-PTM1Y	$ 59.89	$ 52.10
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 500-749	ETP-C-000749-PTM2Y	$ 119.78	$ 104.21

FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 500-749	ETP-C-000749-PTM3Y	$ 161.70	$ 140.68
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 500-749	ETP-C-000749-PTM4Y	$ 215.60	$ 187.57
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 500-749	ETP-C-000749-PTM5Y	$ 269.51	$ 234.47
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 500-749	ETP-C-000749-USG1Y	$ 59.89	$ 52.10
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 500-749	ETP-C-000749-USG2Y	$ 119.78	$ 104.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 500-749	ETP-C-000749-USG3Y	$ 161.70	$ 140.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 500-749	ETP-C-000749-USG4Y	$ 215.60	$ 187.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 500-749	ETP-C-000749-USG5Y	$ 269.51	$ 234.47
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 500-749	ETP-C-000749-USP1Y	$ 62.43	$ 54.31
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 500-749	ETP-C-000749-USP2Y	$ 124.86	$ 108.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 500-749	ETP-C-000749-USP3Y	$ 168.56	$ 146.65
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 500-749	ETP-C-000749-USP4Y	$ 224.75	$ 195.53
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 500-749	ETP-C-000749-USP5Y	$ 280.94	$ 244.42
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 750-999	ETP-C-000999-CAG1Y	$ 50.30	$ 43.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 750-999	ETP-C-000999-CAG2Y	$ 100.60	$ 87.52
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 750-999	ETP-C-000999-CAG3Y	$ 135.81	$ 118.15
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 750-999	ETP-C-000999-CAG4Y	$ 181.08	$ 157.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 750-999	ETP-C-000999-CAG5Y	$ 226.35	$ 196.92
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 750-999	ETP-C-000999-CAP1Y	$ 52.43	$ 45.61
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 750-999	ETP-C-000999-CAP2Y	$ 104.86	$ 91.23
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 750-999	ETP-C-000999-CAP3Y	$ 141.56	$ 123.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 750-999	ETP-C-000999-CAP4Y	$ 188.75	$ 164.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 750-999	ETP-C-000999-CAP5Y	$ 235.94	$ 205.27
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 750-999	ETP-C-000999-PPL1Y	$ 52.43	$ 45.61
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 750-999	ETP-C-000999-PPL2Y	$ 104.86	$ 91.23
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 750-999	ETP-C-000999-PPL3Y	$ 141.56	$ 123.16
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 750-999	ETP-C-000999-PPL4Y	$ 188.75	$ 164.21
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 750-999	ETP-C-000999-PPL5Y	$ 235.94	$ 205.27
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 750-999	ETP-C-000999-PTM1Y	$ 50.30	$ 43.76
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 750-999	ETP-C-000999-PTM2Y	$ 100.60	$ 87.52
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 750-999	ETP-C-000999-PTM3Y	$ 135.81	$ 118.15
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 750-999	ETP-C-000999-PTM4Y	$ 181.08	$ 157.54
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 750-999	ETP-C-000999-PTM5Y	$ 226.35	$ 196.92
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 750-999	ETP-C-000999-USG1Y	$ 50.30	$ 43.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 750-999	ETP-C-000999-USG2Y	$ 100.60	$ 87.52
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 750-999	ETP-C-000999-USG3Y	$ 135.81	$ 118.15
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 750-999	ETP-C-000999-USG4Y	$ 181.08	$ 157.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 750-999	ETP-C-000999-USG5Y	$ 226.35	$ 196.92
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 750-999	ETP-C-000999-USP1Y	$ 52.43	$ 45.61
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 750-999	ETP-C-000999-USP2Y	$ 104.86	$ 91.23
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 750-999	ETP-C-000999-USP3Y	$ 141.56	$ 123.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 750-999	ETP-C-000999-USP4Y	$ 188.75	$ 164.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 750-999	ETP-C-000999-USP5Y	$ 235.94	$ 205.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1,000-1999	ETP-C-001999-CAG1Y	$ 45.62	$ 39.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1,000-1999	ETP-C-001999-CAG2Y	$ 91.24	$ 79.38
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1,000-1999	ETP-C-001999-CAG3Y	$ 123.17	$ 107.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1,000-1999	ETP-C-001999-CAG4Y	$ 164.23	$ 142.88
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1,000-1999	ETP-C-001999-CAG5Y	$ 205.29	$ 178.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1,000-1999	ETP-C-001999-CAP1Y	$ 47.55	$ 41.37

FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1,000-1999	ETP-C-001999-CAP2Y	$ 95.10	$ 82.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1,000-1999	ETP-C-001999-CAP3Y	$ 128.39	$ 111.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1,000-1999	ETP-C-001999-CAP4Y	$ 171.18	$ 148.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1,000-1999	ETP-C-001999-CAP5Y	$ 213.98	$ 186.16
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1,000-1999	ETP-C-001999-PPL1Y	$ 47.55	$ 41.37
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1,000-1999	ETP-C-001999-PPL2Y	$ 95.10	$ 82.74
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1,000-1999	ETP-C-001999-PPL3Y	$ 128.39	$ 111.70
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1,000-1999	ETP-C-001999-PPL4Y	$ 171.18	$ 148.93
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1,000-1999	ETP-C-001999-PPL5Y	$ 213.98	$ 186.16
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1,000-1999	ETP-C-001999-PTM1Y	$ 45.62	$ 39.69
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1,000-1999	ETP-C-001999-PTM2Y	$ 91.24	$ 79.38
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1,000-1999	ETP-C-001999-PTM3Y	$ 123.17	$ 107.16
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1,000-1999	ETP-C-001999-PTM4Y	$ 164.23	$ 142.88
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1,000-1999	ETP-C-001999-PTM5Y	$ 205.29	$ 178.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1,000-1999	ETP-C-001999-USG1Y	$ 45.62	$ 39.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1,000-1999	ETP-C-001999-USG2Y	$ 91.24	$ 79.38
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1,000-1999	ETP-C-001999-USG3Y	$ 123.17	$ 107.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1,000-1999	ETP-C-001999-USG4Y	$ 164.23	$ 142.88
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1,000-1999	ETP-C-001999-USG5Y	$ 205.29	$ 178.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1,000-1999	ETP-C-001999-USP1Y	$ 47.55	$ 41.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1,000-1999	ETP-C-001999-USP2Y	$ 95.10	$ 82.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1,000-1999	ETP-C-001999-USP3Y	$ 128.39	$ 111.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1,000-1999	ETP-C-001999-USP4Y	$ 171.18	$ 148.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1,000-1999	ETP-C-001999-USP5Y	$ 213.98	$ 186.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 2,000-4999	ETP-C-004999-CAG1Y	$ 41.53	$ 36.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 2,000-4999	ETP-C-004999-CAG2Y	$ 83.06	$ 72.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 2,000-4999	ETP-C-004999-CAG3Y	$ 112.13	$ 97.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 2,000-4999	ETP-C-004999-CAG4Y	$ 149.51	$ 130.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 2,000-4999	ETP-C-004999-CAG5Y	$ 186.89	$ 162.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 2,000-4999	ETP-C-004999-CAP1Y	$ 43.29	$ 37.66
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 2,000-4999	ETP-C-004999-CAP2Y	$ 86.58	$ 75.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 2,000-4999	ETP-C-004999-CAP3Y	$ 116.88	$ 101.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 2,000-4999	ETP-C-004999-CAP4Y	$ 155.84	$ 135.58
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 2,000-4999	ETP-C-004999-CAP5Y	$ 194.81	$ 169.48
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 2,000-4999	ETP-C-004999-PPL1Y	$ 43.29	$ 37.66
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 2,000-4999	ETP-C-004999-PPL2Y	$ 86.58	$ 75.32
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 2,000-4999	ETP-C-004999-PPL3Y	$ 116.88	$ 101.69
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 2,000-4999	ETP-C-004999-PPL4Y	$ 155.84	$ 135.58
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 2,000-4999	ETP-C-004999-PPL5Y	$ 194.81	$ 169.48
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 2,000-4999	ETP-C-004999-PTM1Y	$ 41.53	$ 36.13
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 2,000-4999	ETP-C-004999-PTM2Y	$ 83.06	$ 72.26
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 2,000-4999	ETP-C-004999-PTM3Y	$ 112.13	$ 97.55
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 2,000-4999	ETP-C-004999-PTM4Y	$ 149.51	$ 130.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 2,000-4999	ETP-C-004999-PTM5Y	$ 186.89	$ 162.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 2,000-4999	ETP-C-004999-USG1Y	$ 41.53	$ 36.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 2,000-4999	ETP-C-004999-USG2Y	$ 83.06	$ 72.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 2,000-4999	ETP-C-004999-USG3Y	$ 112.13	$ 97.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 2,000-4999	ETP-C-004999-USG4Y	$ 149.51	$ 130.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 2,000-4999	ETP-C-004999-USG5Y	$ 186.89	$ 162.59

FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 2,000-4999	ETP-C-004999-USP1Y	$ 43.29	$ 37.66
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 2,000-4999	ETP-C-004999-USP2Y	$ 86.58	$ 75.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 2,000-4999	ETP-C-004999-USP3Y	$ 116.88	$ 101.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 2,000-4999	ETP-C-004999-USP4Y	$ 155.84	$ 135.58
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 2,000-4999	ETP-C-004999-USP5Y	$ 194.81	$ 169.48
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 5,000-9999	ETP-C-009999-CAG1Y	$ 39.22	$ 34.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 5,000-9999	ETP-C-009999-CAG2Y	$ 78.44	$ 68.24
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 5,000-9999	ETP-C-009999-CAG3Y	$ 105.89	$ 92.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 5,000-9999	ETP-C-009999-CAG4Y	$ 141.19	$ 122.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 5,000-9999	ETP-C-009999-CAG5Y	$ 176.49	$ 153.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 5,000-9999	ETP-C-009999-CAP1Y	$ 40.88	$ 35.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 5,000-9999	ETP-C-009999-CAP2Y	$ 81.76	$ 71.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 5,000-9999	ETP-C-009999-CAP3Y	$ 110.38	$ 96.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 5,000-9999	ETP-C-009999-CAP4Y	$ 147.17	$ 128.04
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 5,000-9999	ETP-C-009999-CAP5Y	$ 183.96	$ 160.05
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 5,000-9999	ETP-C-009999-PPL1Y	$ 40.88	$ 35.57
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 5,000-9999	ETP-C-009999-PPL2Y	$ 81.76	$ 71.13
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 5,000-9999	ETP-C-009999-PPL3Y	$ 110.38	$ 96.03
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 5,000-9999	ETP-C-009999-PPL4Y	$ 147.17	$ 128.04
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 5,000-9999	ETP-C-009999-PPL5Y	$ 183.96	$ 160.05
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 5,000-9999	ETP-C-009999-PTM1Y	$ 39.22	$ 34.12
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 5,000-9999	ETP-C-009999-PTM2Y	$ 78.44	$ 68.24
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 5,000-9999	ETP-C-009999-PTM3Y	$ 105.89	$ 92.12
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 5,000-9999	ETP-C-009999-PTM4Y	$ 141.19	$ 122.84
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 5,000-9999	ETP-C-009999-PTM5Y	$ 176.49	$ 153.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 5,000-9999	ETP-C-009999-USG1Y	$ 39.22	$ 34.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 5,000-9999	ETP-C-009999-USG2Y	$ 78.44	$ 68.24
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 5,000-9999	ETP-C-009999-USG3Y	$ 105.89	$ 92.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 5,000-9999	ETP-C-009999-USG4Y	$ 141.19	$ 122.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 5,000-9999	ETP-C-009999-USG5Y	$ 176.49	$ 153.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 5,000-9999	ETP-C-009999-USP1Y	$ 40.88	$ 35.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 5,000-9999	ETP-C-009999-USP2Y	$ 81.76	$ 71.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 5,000-9999	ETP-C-009999-USP3Y	$ 110.38	$ 96.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 5,000-9999	ETP-C-009999-USP4Y	$ 147.17	$ 128.04
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 5,000-9999	ETP-C-009999-USP5Y	$ 183.96	$ 160.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 10,000-19999	ETP-C-019999-CAG1Y	$ 32.81	$ 28.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 10,000-19999	ETP-C-019999-CAG2Y	$ 65.62	$ 57.09
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 10,000-19999	ETP-C-019999-CAG3Y	$ 88.59	$ 77.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 10,000-19999	ETP-C-019999-CAG4Y	$ 118.12	$ 102.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 10,000-19999	ETP-C-019999-CAG5Y	$ 147.65	$ 128.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 10,000-19999	ETP-C-019999-CAP1Y	$ 34.20	$ 29.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 10,000-19999	ETP-C-019999-CAP2Y	$ 68.40	$ 59.51
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 10,000-19999	ETP-C-019999-CAP3Y	$ 92.34	$ 80.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 10,000-19999	ETP-C-019999-CAP4Y	$ 123.12	$ 107.11
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 10,000-19999	ETP-C-019999-CAP5Y	$ 153.90	$ 133.89
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 10,000-19999	ETP-C-019999-PPL1Y	$ 34.20	$ 29.75
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 10,000-19999	ETP-C-019999-PPL2Y	$ 68.40	$ 59.51
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 10,000-19999	ETP-C-019999-PPL3Y	$ 92.34	$ 80.34
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 10,000-19999	ETP-C-019999-PPL4Y	$ 123.12	$ 107.11

FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 10,000-19999	ETP-C-019999-PPL5Y	$ 153.90	$ 133.89
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 10,000-19999	ETP-C-019999-PTM1Y	$ 32.81	$ 28.54
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 10,000-19999	ETP-C-019999-PTM2Y	$ 65.62	$ 57.09
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 10,000-19999	ETP-C-019999-PTM3Y	$ 88.59	$ 77.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 10,000-19999	ETP-C-019999-PTM4Y	$ 118.12	$ 102.76
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 10,000-19999	ETP-C-019999-PTM5Y	$ 147.65	$ 128.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 10,000-19999	ETP-C-019999-USG1Y	$ 32.81	$ 28.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 10,000-19999	ETP-C-019999-USG2Y	$ 65.62	$ 57.09
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 10,000-19999	ETP-C-019999-USG3Y	$ 88.59	$ 77.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 10,000-19999	ETP-C-019999-USG4Y	$ 118.12	$ 102.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 10,000-19999	ETP-C-019999-USG5Y	$ 147.65	$ 128.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 10,000-19999	ETP-C-019999-USP1Y	$ 34.20	$ 29.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 10,000-19999	ETP-C-019999-USP2Y	$ 68.40	$ 59.51
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 10,000-19999	ETP-C-019999-USP3Y	$ 92.34	$ 80.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 10,000-19999	ETP-C-019999-USP4Y	$ 123.12	$ 107.11
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 10,000-19999	ETP-C-019999-USP5Y	$ 153.90	$ 133.89
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 20,000-49999	ETP-C-049999-CAG1Y	$ 30.10	$ 26.19
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 20,000-49999	ETP-C-049999-CAG2Y	$ 60.20	$ 52.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 20,000-49999	ETP-C-049999-CAG3Y	$ 81.27	$ 70.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 20,000-49999	ETP-C-049999-CAG4Y	$ 108.36	$ 94.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 20,000-49999	ETP-C-049999-CAG5Y	$ 135.45	$ 117.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 20,000-49999	ETP-C-049999-CAP1Y	$ 31.38	$ 27.30
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 20,000-49999	ETP-C-049999-CAP2Y	$ 62.76	$ 54.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 20,000-49999	ETP-C-049999-CAP3Y	$ 84.73	$ 73.72
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 20,000-49999	ETP-C-049999-CAP4Y	$ 112.97	$ 98.28
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 20,000-49999	ETP-C-049999-CAP5Y	$ 141.21	$ 122.85
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 20,000-49999	ETP-C-049999-PPL1Y	$ 31.38	$ 27.30
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 20,000-49999	ETP-C-049999-PPL2Y	$ 62.76	$ 54.60
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 20,000-49999	ETP-C-049999-PPL3Y	$ 84.73	$ 73.72
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 20,000-49999	ETP-C-049999-PPL4Y	$ 112.97	$ 98.28
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 20,000-49999	ETP-C-049999-PPL5Y	$ 141.21	$ 122.85
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 20,000-49999	ETP-C-049999-PTM1Y	$ 30.10	$ 26.19
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 20,000-49999	ETP-C-049999-PTM2Y	$ 60.20	$ 52.37
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 20,000-49999	ETP-C-049999-PTM3Y	$ 81.27	$ 70.70
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 20,000-49999	ETP-C-049999-PTM4Y	$ 108.36	$ 94.27
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 20,000-49999	ETP-C-049999-PTM5Y	$ 135.45	$ 117.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 20,000-49999	ETP-C-049999-USG1Y	$ 30.10	$ 26.19
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 20,000-49999	ETP-C-049999-USG2Y	$ 60.20	$ 52.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 20,000-49999	ETP-C-049999-USG3Y	$ 81.27	$ 70.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 20,000-49999	ETP-C-049999-USG4Y	$ 108.36	$ 94.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 20,000-49999	ETP-C-049999-USG5Y	$ 135.45	$ 117.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 20,000-49999	ETP-C-049999-USP1Y	$ 31.38	$ 27.30
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 20,000-49999	ETP-C-049999-USP2Y	$ 62.76	$ 54.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 20,000-49999	ETP-C-049999-USP3Y	$ 84.73	$ 73.72
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 20,000-49999	ETP-C-049999-USP4Y	$ 112.97	$ 98.28
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 20,000-49999	ETP-C-049999-USP5Y	$ 141.21	$ 122.85
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 50,000-74999	ETP-C-074999-CAG1Y	$ 27.55	$ 23.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 50,000-74999	ETP-C-074999-CAG2Y	$ 55.10	$ 47.94
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 50,000-74999	ETP-C-074999-CAG3Y	$ 74.39	$ 64.72

FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 50,000-74999	ETP-C-074999-CAG4Y	$ 99.18	$ 86.29
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 50,000-74999	ETP-C-074999-CAG5Y	$ 123.98	$ 107.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 50,000-74999	ETP-C-074999-CAP1Y	$ 28.72	$ 24.99
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 50,000-74999	ETP-C-074999-CAP2Y	$ 57.44	$ 49.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 50,000-74999	ETP-C-074999-CAP3Y	$ 77.54	$ 67.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 50,000-74999	ETP-C-074999-CAP4Y	$ 103.39	$ 89.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 50,000-74999	ETP-C-074999-CAP5Y	$ 129.24	$ 112.44
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 50,000-74999	ETP-C-074999-PPL1Y	$ 28.72	$ 24.99
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 50,000-74999	ETP-C-074999-PPL2Y	$ 57.44	$ 49.97
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 50,000-74999	ETP-C-074999-PPL3Y	$ 77.54	$ 67.46
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 50,000-74999	ETP-C-074999-PPL4Y	$ 103.39	$ 89.95
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 50,000-74999	ETP-C-074999-PPL5Y	$ 129.24	$ 112.44
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 50,000-74999	ETP-C-074999-PTM1Y	$ 27.55	$ 23.97
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 50,000-74999	ETP-C-074999-PTM2Y	$ 55.10	$ 47.94
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 50,000-74999	ETP-C-074999-PTM3Y	$ 74.39	$ 64.72
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 50,000-74999	ETP-C-074999-PTM4Y	$ 99.18	$ 86.29
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 50,000-74999	ETP-C-074999-PTM5Y	$ 123.98	$ 107.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 50,000-74999	ETP-C-074999-USG1Y	$ 27.55	$ 23.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 50,000-74999	ETP-C-074999-USG2Y	$ 55.10	$ 47.94
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 50,000-74999	ETP-C-074999-USG3Y	$ 74.39	$ 64.72
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 50,000-74999	ETP-C-074999-USG4Y	$ 99.18	$ 86.29
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 50,000-74999	ETP-C-074999-USG5Y	$ 123.98	$ 107.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 50,000-74999	ETP-C-074999-USP1Y	$ 28.72	$ 24.99
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 50,000-74999	ETP-C-074999-USP2Y	$ 57.44	$ 49.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 50,000-74999	ETP-C-074999-USP3Y	$ 77.54	$ 67.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 50,000-74999	ETP-C-074999-USP4Y	$ 103.39	$ 89.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 50,000-74999	ETP-C-074999-USP5Y	$ 129.24	$ 112.44
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 75,000-99999	ETP-C-099999-CAG1Y	$ 24.44	$ 21.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 75,000-99999	ETP-C-099999-CAG2Y	$ 48.88	$ 42.53
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 75,000-99999	ETP-C-099999-CAG3Y	$ 65.99	$ 57.41
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 75,000-99999	ETP-C-099999-CAG4Y	$ 87.98	$ 76.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 75,000-99999	ETP-C-099999-CAG5Y	$ 109.98	$ 95.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 75,000-99999	ETP-C-099999-CAP1Y	$ 25.48	$ 22.17
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 75,000-99999	ETP-C-099999-CAP2Y	$ 50.96	$ 44.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 75,000-99999	ETP-C-099999-CAP3Y	$ 68.80	$ 59.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 75,000-99999	ETP-C-099999-CAP4Y	$ 91.73	$ 79.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 75,000-99999	ETP-C-099999-CAP5Y	$ 114.66	$ 99.75
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 75,000-99999	ETP-C-099999-PPL1Y	$ 25.48	$ 22.17
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 75,000-99999	ETP-C-099999-PPL2Y	$ 50.96	$ 44.34
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 75,000-99999	ETP-C-099999-PPL3Y	$ 68.80	$ 59.86
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 75,000-99999	ETP-C-099999-PPL4Y	$ 91.73	$ 79.81
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 75,000-99999	ETP-C-099999-PPL5Y	$ 114.66	$ 99.75
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 75,000-99999	ETP-C-099999-PTM1Y	$ 24.44	$ 21.26
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 75,000-99999	ETP-C-099999-PTM2Y	$ 48.88	$ 42.53
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 75,000-99999	ETP-C-099999-PTM3Y	$ 65.99	$ 57.41
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 75,000-99999	ETP-C-099999-PTM4Y	$ 87.98	$ 76.54
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 75,000-99999	ETP-C-099999-PTM5Y	$ 109.98	$ 95.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 75,000-99999	ETP-C-099999-USG1Y	$ 24.44	$ 21.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 75,000-99999	ETP-C-099999-USG2Y	$ 48.88	$ 42.53

FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 75,000-99999	ETP-C-099999-USG3Y	$ 65.99	$ 57.41
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 75,000-99999	ETP-C-099999-USG4Y	$ 87.98	$ 76.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 75,000-99999	ETP-C-099999-USG5Y	$ 109.98	$ 95.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 75,000-99999	ETP-C-099999-USP1Y	$ 25.48	$ 22.17
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 75,000-99999	ETP-C-099999-USP2Y	$ 50.96	$ 44.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 75,000-99999	ETP-C-099999-USP3Y	$ 68.80	$ 59.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 75,000-99999	ETP-C-099999-USP4Y	$ 91.73	$ 79.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 75,000-99999	ETP-C-099999-USP5Y	$ 114.66	$ 99.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 100,000-199999	ETP-C-199999-CAG1Y	$ 20.84	$ 18.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 100,000-199999	ETP-C-199999-CAG2Y	$ 41.68	$ 36.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 100,000-199999	ETP-C-199999-CAG3Y	$ 56.27	$ 48.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 100,000-199999	ETP-C-199999-CAG4Y	$ 75.02	$ 65.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 100,000-199999	ETP-C-199999-CAG5Y	$ 93.78	$ 81.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 100,000-199999	ETP-C-199999-CAP1Y	$ 21.72	$ 18.90
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 100,000-199999	ETP-C-199999-CAP2Y	$ 43.44	$ 37.79
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 100,000-199999	ETP-C-199999-CAP3Y	$ 58.64	$ 51.02
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 100,000-199999	ETP-C-199999-CAP4Y	$ 78.19	$ 68.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 100,000-199999	ETP-C-199999-CAP5Y	$ 97.74	$ 85.03
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 100,000-199999	ETP-C-199999-PPL1Y	$ 21.72	$ 18.90
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 100,000-199999	ETP-C-199999-PPL2Y	$ 43.44	$ 37.79
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 100,000-199999	ETP-C-199999-PPL3Y	$ 58.64	$ 51.02
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 100,000-199999	ETP-C-199999-PPL4Y	$ 78.19	$ 68.03
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 100,000-199999	ETP-C-199999-PPL5Y	$ 97.74	$ 85.03
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 100,000-199999	ETP-C-199999-PTM1Y	$ 20.84	$ 18.13
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 100,000-199999	ETP-C-199999-PTM2Y	$ 41.68	$ 36.26
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 100,000-199999	ETP-C-199999-PTM3Y	$ 56.27	$ 48.95
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 100,000-199999	ETP-C-199999-PTM4Y	$ 75.02	$ 65.27
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 100,000-199999	ETP-C-199999-PTM5Y	$ 93.78	$ 81.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 100,000-199999	ETP-C-199999-USG1Y	$ 20.84	$ 18.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 100,000-199999	ETP-C-199999-USG2Y	$ 41.68	$ 36.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 100,000-199999	ETP-C-199999-USG3Y	$ 56.27	$ 48.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 100,000-199999	ETP-C-199999-USG4Y	$ 75.02	$ 65.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 100,000-199999	ETP-C-199999-USG5Y	$ 93.78	$ 81.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 100,000-199999	ETP-C-199999-USP1Y	$ 21.72	$ 18.90
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 100,000-199999	ETP-C-199999-USP2Y	$ 43.44	$ 37.79
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 100,000-199999	ETP-C-199999-USP3Y	$ 58.64	$ 51.02
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 100,000-199999	ETP-C-199999-USP4Y	$ 78.19	$ 68.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 100,000-199999	ETP-C-199999-USP5Y	$ 97.74	$ 85.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 200,000+	ETP-C-200000+CAG1Y	$ 19.50	$ 16.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 200,000+	ETP-C-200000+CAG2Y	$ 39.00	$ 33.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 200,000+	ETP-C-200000+CAG3Y	$ 52.65	$ 45.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 200,000+	ETP-C-200000+CAG4Y	$ 70.20	$ 61.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 200,000+	ETP-C-200000+CAG5Y	$ 87.75	$ 76.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 200,000+	ETP-C-200000+CAP1Y	$ 20.33	$ 17.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 200,000+	ETP-C-200000+CAP2Y	$ 40.66	$ 35.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 200,000+	ETP-C-200000+CAP3Y	$ 54.89	$ 47.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 200,000+	ETP-C-200000+CAP4Y	$ 73.19	$ 63.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 200,000+	ETP-C-200000+CAP5Y	$ 91.49	$ 79.60
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 200,000+	ETP-C-200000+PPL1Y	$ 20.33	$ 17.69

FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 200,000+	ETP-C-200000+PPL2Y	$ 40.66	$ 35.37
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 200,000+	ETP-C-200000+PPL3Y	$ 54.89	$ 47.75
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 200,000+	ETP-C-200000+PPL4Y	$ 73.19	$ 63.68
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 200,000+	ETP-C-200000+PPL5Y	$ 91.49	$ 79.60
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 200,000+	ETP-C-200000+PTM1Y	$ 19.50	$ 16.97
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 200,000+	ETP-C-200000+PTM2Y	$ 39.00	$ 33.93
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 200,000+	ETP-C-200000+PTM3Y	$ 52.65	$ 45.81
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 200,000+	ETP-C-200000+PTM4Y	$ 70.20	$ 61.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 200,000+	ETP-C-200000+PTM5Y	$ 87.75	$ 76.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 200,000+	ETP-C-200000+USG1Y	$ 19.50	$ 16.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 200,000+	ETP-C-200000+USG2Y	$ 39.00	$ 33.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 200,000+	ETP-C-200000+USG3Y	$ 52.65	$ 45.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 200,000+	ETP-C-200000+USG4Y	$ 70.20	$ 61.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 200,000+	ETP-C-200000+USG5Y	$ 87.75	$ 76.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 200,000+	ETP-C-200000+USP1Y	$ 20.33	$ 17.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 200,000+	ETP-C-200000+USP2Y	$ 40.66	$ 35.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 200,000+	ETP-C-200000+USP3Y	$ 54.89	$ 47.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 200,000+	ETP-C-200000+USP4Y	$ 73.19	$ 63.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 200,000+	ETP-C-200000+USP5Y	$ 91.49	$ 79.60
FireEye	EVL Email Threat Prevention	EVL-EC-ETP	$ -	$ -
FireEye	EVL AV/AS Add-on for ETP Cloud with AV/AS	EVL-EC-ETP-A	$ -	$ -
FireEye	EVL Email Threat Prevention Cloud with AV/AS	EVL-EC-ETP-C	$ -	$ -
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 1-249	RN-ETP-000249-PTM1Y	$ 58.32	$ 50.74
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 1-249	RN-ETP-000249-PTM3Y	$ 157.46	$ 136.99
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 1-249	RN-ETP-000249-PTM4Y	$ 209.95	$ 182.66
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 1-249	RN-ETP-000249-PTM5Y	$ 262.44	$ 228.32
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 1-249	RN-ETP-000249-USG1Y	$ 58.32	$ 50.74
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 1-249	RN-ETP-000249-USG3Y	$ 157.46	$ 136.99
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 1-249	RN-ETP-000249-USG4Y	$ 209.95	$ 182.66
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 1-249	RN-ETP-000249-USG5Y	$ 262.44	$ 228.32
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 250-499	RN-ETP-000499-PTM1Y	$ 48.15	$ 41.89
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 250-499	RN-ETP-000499-PTM3Y	$ 130.01	$ 113.11
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 250-499	RN-ETP-000499-PTM4Y	$ 173.34	$ 150.81
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 250-499	RN-ETP-000499-PTM5Y	$ 216.68	$ 188.51
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 250-499	RN-ETP-000499-USG1Y	$ 48.15	$ 41.89
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 250-499	RN-ETP-000499-USG3Y	$ 130.01	$ 113.11
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 250-499	RN-ETP-000499-USG4Y	$ 173.34	$ 150.81
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 250-499	RN-ETP-000499-USG5Y	$ 216.68	$ 188.51
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 500-749	RN-ETP-000749-PTM1Y	$ 41.30	$ 35.93
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 500-749	RN-ETP-000749-PTM3Y	$ 111.51	$ 97.01
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 500-749	RN-ETP-000749-PTM4Y	$ 148.68	$ 129.35
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 500-749	RN-ETP-000749-PTM5Y	$ 185.85	$ 161.69
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 500-749	RN-ETP-000749-USG1Y	$ 41.30	$ 35.93
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 500-749	RN-ETP-000749-USG3Y	$ 111.51	$ 97.01
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 500-749	RN-ETP-000749-USG4Y	$ 148.68	$ 129.35
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 500-749	RN-ETP-000749-USG5Y	$ 185.85	$ 161.69
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 750-999	RN-ETP-000999-PTM1Y	$ 34.69	$ 30.18
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 750-999	RN-ETP-000999-PTM3Y	$ 93.66	$ 81.48
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 750-999	RN-ETP-000999-PTM4Y	$ 124.88	$ 108.65

FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 750-999	RN-ETP-000999-PTM5Y	$ 156.11	$ 135.82
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 750-999	RN-ETP-000999-USG1Y	$ 34.69	$ 30.18
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 750-999	RN-ETP-000999-USG3Y	$ 93.66	$ 81.48
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 750-999	RN-ETP-000999-USG4Y	$ 124.88	$ 108.65
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 750-999	RN-ETP-000999-USG5Y	$ 156.11	$ 135.82
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 1,000-1999	RN-ETP-001999-PTM1Y	$ 31.46	$ 27.37
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 1,000-1999	RN-ETP-001999-PTM3Y	$ 84.94	$ 73.90
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 1,000-1999	RN-ETP-001999-PTM4Y	$ 113.26	$ 98.54
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 1,000-1999	RN-ETP-001999-PTM5Y	$ 141.57	$ 123.17
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 1,000-1999	RN-ETP-001999-USG1Y	$ 31.46	$ 27.37
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 1,000-1999	RN-ETP-001999-USG3Y	$ 84.94	$ 73.90
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 1,000-1999	RN-ETP-001999-USG4Y	$ 113.26	$ 98.54
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 1,000-1999	RN-ETP-001999-USG5Y	$ 141.57	$ 123.17
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 2,000-4999	RN-ETP-004999-PTM1Y	$ 28.64	$ 24.92
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 2,000-4999	RN-ETP-004999-PTM3Y	$ 77.33	$ 67.28
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 2,000-4999	RN-ETP-004999-PTM4Y	$ 103.10	$ 89.70
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 2,000-4999	RN-ETP-004999-PTM5Y	$ 128.88	$ 112.13
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 2,000-4999	RN-ETP-004999-USG1Y	$ 28.64	$ 24.92
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 2,000-4999	RN-ETP-004999-USG3Y	$ 77.33	$ 67.28
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 2,000-4999	RN-ETP-004999-USG4Y	$ 103.10	$ 89.70
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 2,000-4999	RN-ETP-004999-USG5Y	$ 128.88	$ 112.13
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 5,000-9999	RN-ETP-009999-PTM1Y	$ 25.51	$ 22.19
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 5,000-9999	RN-ETP-009999-PTM3Y	$ 68.88	$ 59.93
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 5,000-9999	RN-ETP-009999-PTM4Y	$ 91.84	$ 79.90
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 5,000-9999	RN-ETP-009999-PTM5Y	$ 114.80	$ 99.88
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 5,000-9999	RN-ETP-009999-USG1Y	$ 25.51	$ 22.19
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 5,000-9999	RN-ETP-009999-USG3Y	$ 68.88	$ 59.93
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 5,000-9999	RN-ETP-009999-USG4Y	$ 91.84	$ 79.90
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 5,000-9999	RN-ETP-009999-USG5Y	$ 114.80	$ 99.88
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 10,000-19999	RN-ETP-019999-PTM1Y	$ 22.02	$ 19.16
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 10,000-19999	RN-ETP-019999-PTM3Y	$ 59.45	$ 51.72
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 10,000-19999	RN-ETP-019999-PTM4Y	$ 79.27	$ 68.96
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 10,000-19999	RN-ETP-019999-PTM5Y	$ 99.09	$ 86.21
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 10,000-19999	RN-ETP-019999-USG1Y	$ 22.02	$ 19.16
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 10,000-19999	RN-ETP-019999-USG3Y	$ 59.45	$ 51.72
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 10,000-19999	RN-ETP-019999-USG4Y	$ 79.27	$ 68.96
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 10,000-19999	RN-ETP-019999-USG5Y	$ 99.09	$ 86.21
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 20,000-49999	RN-ETP-049999-PTM1Y	$ 20.76	$ 18.06
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 20,000-49999	RN-ETP-049999-PTM3Y	$ 56.05	$ 48.76
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 20,000-49999	RN-ETP-049999-PTM4Y	$ 74.74	$ 65.02
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 20,000-49999	RN-ETP-049999-PTM5Y	$ 93.42	$ 81.28
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 20,000-49999	RN-ETP-049999-USG1Y	$ 20.76	$ 18.06
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 20,000-49999	RN-ETP-049999-USG3Y	$ 56.05	$ 48.76
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 20,000-49999	RN-ETP-049999-USG4Y	$ 74.74	$ 65.02
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 20,000-49999	RN-ETP-049999-USG5Y	$ 93.42	$ 81.28
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 50,000-74999	RN-ETP-074999-PTM1Y	$ 18.75	$ 16.31
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 50,000-74999	RN-ETP-074999-PTM3Y	$ 50.63	$ 44.05
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 50,000-74999	RN-ETP-074999-PTM4Y	$ 67.50	$ 58.73
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 50,000-74999	RN-ETP-074999-PTM5Y	$ 84.38	$ 73.41

FireEye	Renewal-Email Threat Prevention, Government US 1 Year 50,000-74999	RN-ETP-074999-USG1Y	$ 18.75	$ 16.31
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 50,000-74999	RN-ETP-074999-USG3Y	$ 50.63	$ 44.05
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 50,000-74999	RN-ETP-074999-USG4Y	$ 67.50	$ 58.73
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 50,000-74999	RN-ETP-074999-USG5Y	$ 84.38	$ 73.41
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 75,000-99999	RN-ETP-099999-PTM1Y	$ 16.22	$ 14.11
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 75,000-99999	RN-ETP-099999-PTM3Y	$ 43.79	$ 38.10
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 75,000-99999	RN-ETP-099999-PTM4Y	$ 58.39	$ 50.80
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 75,000-99999	RN-ETP-099999-PTM5Y	$ 72.99	$ 63.50
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 75,000-99999	RN-ETP-099999-USG1Y	$ 16.22	$ 14.11
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 75,000-99999	RN-ETP-099999-USG3Y	$ 43.79	$ 38.10
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 75,000-99999	RN-ETP-099999-USG4Y	$ 58.39	$ 50.80
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 75,000-99999	RN-ETP-099999-USG5Y	$ 72.99	$ 63.50
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 100,000-199999	RN-ETP-199999-PTM1Y	$ 14.26	$ 12.41
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 100,000-199999	RN-ETP-199999-PTM3Y	$ 38.50	$ 33.50
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 100,000-199999	RN-ETP-199999-PTM4Y	$ 51.34	$ 44.67
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 100,000-199999	RN-ETP-199999-PTM5Y	$ 64.17	$ 55.83
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 100,000-199999	RN-ETP-199999-USG1Y	$ 14.26	$ 12.41
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 100,000-199999	RN-ETP-199999-USG3Y	$ 38.50	$ 33.50
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 100,000-199999	RN-ETP-199999-USG4Y	$ 51.34	$ 44.67
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 100,000-199999	RN-ETP-199999-USG5Y	$ 64.17	$ 55.83
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 200,000+	RN-ETP-200000+PTM1Y	$ 13.46	$ 11.71
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 200,000+	RN-ETP-200000+PTM3Y	$ 36.34	$ 31.62
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 200,000+	RN-ETP-200000+PTM4Y	$ 48.46	$ 42.16
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 200,000+	RN-ETP-200000+PTM5Y	$ 60.57	$ 52.70
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 200,000+	RN-ETP-200000+USG1Y	$ 13.46	$ 11.71
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 200,000+	RN-ETP-200000+USG3Y	$ 36.34	$ 31.62
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 200,000+	RN-ETP-200000+USG4Y	$ 48.46	$ 42.16
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 200,000+	RN-ETP-200000+USG5Y	$ 60.57	$ 52.70
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1-249	RN-ETP-A-000249-CAG1Y	$ 71.95	$ 62.60
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1-249	RN-ETP-A-000249-CAG2Y	$ 134.55	$ 117.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1-249	RN-ETP-A-000249-CAG3Y	$ 194.27	$ 169.01
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1-249	RN-ETP-A-000249-CAG4Y	$ 259.02	$ 225.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1-249	RN-ETP-A-000249-CAG5Y	$ 323.78	$ 281.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1-249	RN-ETP-A-000249-CAP1Y	$ 75.00	$ 65.25
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1-249	RN-ETP-A-000249-CAP2Y	$ 140.25	$ 122.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1-249	RN-ETP-A-000249-CAP3Y	$ 202.50	$ 176.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1-249	RN-ETP-A-000249-CAP4Y	$ 270.00	$ 234.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1-249	RN-ETP-A-000249-CAP5Y	$ 337.50	$ 293.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1-249	RN-ETP-A-000249-PPL1Y	$ 13.62	$ 11.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1-249	RN-ETP-A-000249-PPL2Y	$ 140.25	$ 122.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1-249	RN-ETP-A-000249-PPL3Y	$ 202.50	$ 176.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1-249	RN-ETP-A-000249-PPL4Y	$ 270.00	$ 234.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1-249	RN-ETP-A-000249-PPL5Y	$ 337.50	$ 293.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1-249	RN-ETP-A-000249-PTM1Y	$ 26.24	$ 22.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1-249	RN-ETP-A-000249-PTM2Y	$ 134.55	$ 117.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1-249	RN-ETP-A-000249-PTM3Y	$ 194.27	$ 169.01
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1-249	RN-ETP-A-000249-PTM4Y	$ 259.02	$ 225.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1-249	RN-ETP-A-000249-PTM5Y	$ 323.78	$ 281.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 1-249	RN-ETP-A-000249-USG1Y	$ 71.95	$ 62.60

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 1-249	RN-ETP-A-000249-USG2Y	$ 134.55	$ 117.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 1-249	RN-ETP-A-000249-USG3Y	$ 194.27	$ 169.01
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 1-249	RN-ETP-A-000249-USG4Y	$ 259.02	$ 225.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 1-249	RN-ETP-A-000249-USG5Y	$ 323.78	$ 281.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1-249	RN-ETP-A-000249-USP1Y	$ 75.00	$ 65.25
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1-249	RN-ETP-A-000249-USP2Y	$ 140.25	$ 122.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1-249	RN-ETP-A-000249-USP3Y	$ 202.50	$ 176.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1-249	RN-ETP-A-000249-USP4Y	$ 270.00	$ 234.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1-249	RN-ETP-A-000249-USP5Y	$ 337.50	$ 293.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 250-499	RN-ETP-A-000499-CAG1Y	$ 35.96	$ 31.29
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 250-499	RN-ETP-A-000499-CAG2Y	$ 67.24	$ 58.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 250-499	RN-ETP-A-000499-CAG3Y	$ 97.09	$ 84.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 250-499	RN-ETP-A-000499-CAG4Y	$ 129.46	$ 112.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 250-499	RN-ETP-A-000499-CAG5Y	$ 161.82	$ 140.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 250-499	RN-ETP-A-000499-CAP1Y	$ 37.48	$ 32.61
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 250-499	RN-ETP-A-000499-CAP2Y	$ 70.09	$ 60.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 250-499	RN-ETP-A-000499-CAP3Y	$ 101.20	$ 88.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 250-499	RN-ETP-A-000499-CAP4Y	$ 134.93	$ 117.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 250-499	RN-ETP-A-000499-CAP5Y	$ 168.66	$ 146.73
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 250-499	RN-ETP-A-000499-PPL1Y	$ 11.26	$ 9.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 250-499	RN-ETP-A-000499-PPL2Y	$ 70.09	$ 60.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 250-499	RN-ETP-A-000499-PPL3Y	$ 101.20	$ 88.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 250-499	RN-ETP-A-000499-PPL4Y	$ 134.93	$ 117.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 250-499	RN-ETP-A-000499-PPL5Y	$ 168.66	$ 146.73
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 250-499	RN-ETP-A-000499-PTM1Y	$ 21.67	$ 18.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 250-499	RN-ETP-A-000499-PTM2Y	$ 67.24	$ 58.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 250-499	RN-ETP-A-000499-PTM3Y	$ 97.09	$ 84.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 250-499	RN-ETP-A-000499-PTM4Y	$ 129.46	$ 112.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 250-499	RN-ETP-A-000499-PTM5Y	$ 161.82	$ 140.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 250-499	RN-ETP-A-000499-USG1Y	$ 35.96	$ 31.29
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 250-499	RN-ETP-A-000499-USG2Y	$ 67.24	$ 58.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 250-499	RN-ETP-A-000499-USG3Y	$ 97.09	$ 84.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 250-499	RN-ETP-A-000499-USG4Y	$ 129.46	$ 112.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 250-499	RN-ETP-A-000499-USG5Y	$ 161.82	$ 140.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 250-499	RN-ETP-A-000499-USP1Y	$ 37.48	$ 32.61
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 250-499	RN-ETP-A-000499-USP2Y	$ 70.09	$ 60.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 250-499	RN-ETP-A-000499-USP3Y	$ 101.20	$ 88.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 250-499	RN-ETP-A-000499-USP4Y	$ 134.93	$ 117.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 250-499	RN-ETP-A-000499-USP5Y	$ 168.66	$ 146.73
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 500-749	RN-ETP-A-000749-CAG1Y	$ 29.76	$ 25.89
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 500-749	RN-ETP-A-000749-CAG2Y	$ 55.65	$ 48.42
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 500-749	RN-ETP-A-000749-CAG3Y	$ 80.35	$ 69.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 500-749	RN-ETP-A-000749-CAG4Y	$ 107.14	$ 93.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 500-749	RN-ETP-A-000749-CAG5Y	$ 133.92	$ 116.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 500-749	RN-ETP-A-000749-CAP1Y	$ 31.02	$ 26.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 500-749	RN-ETP-A-000749-CAP2Y	$ 58.00	$ 50.46
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 500-749	RN-ETP-A-000749-CAP3Y	$ 83.75	$ 72.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 500-749	RN-ETP-A-000749-CAP4Y	$ 111.67	$ 97.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 500-749	RN-ETP-A-000749-CAP5Y	$ 139.59	$ 121.44

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 500-749	RN-ETP-A-000749-PPL1Y	$ 9.66	$ 8.40
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 500-749	RN-ETP-A-000749-PPL2Y	$ 58.00	$ 50.46
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 500-749	RN-ETP-A-000749-PPL3Y	$ 83.75	$ 72.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 500-749	RN-ETP-A-000749-PPL4Y	$ 111.67	$ 97.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 500-749	RN-ETP-A-000749-PPL5Y	$ 139.59	$ 121.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 500-749	RN-ETP-A-000749-PTM1Y	$ 18.59	$ 16.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 500-749	RN-ETP-A-000749-PTM2Y	$ 55.65	$ 48.42
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 500-749	RN-ETP-A-000749-PTM3Y	$ 80.35	$ 69.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 500-749	RN-ETP-A-000749-PTM4Y	$ 107.14	$ 93.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 500-749	RN-ETP-A-000749-PTM5Y	$ 133.92	$ 116.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 500-749	RN-ETP-A-000749-USG1Y	$ 29.76	$ 25.89
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 500-749	RN-ETP-A-000749-USG2Y	$ 55.65	$ 48.42
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 500-749	RN-ETP-A-000749-USG3Y	$ 80.35	$ 69.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 500-749	RN-ETP-A-000749-USG4Y	$ 107.14	$ 93.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 500-749	RN-ETP-A-000749-USG5Y	$ 133.92	$ 116.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 500-749	RN-ETP-A-000749-USP1Y	$ 31.02	$ 26.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 500-749	RN-ETP-A-000749-USP2Y	$ 58.00	$ 50.46
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 500-749	RN-ETP-A-000749-USP3Y	$ 83.75	$ 72.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 500-749	RN-ETP-A-000749-USP4Y	$ 111.67	$ 97.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 500-749	RN-ETP-A-000749-USP5Y	$ 139.59	$ 121.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 750-999	RN-ETP-A-000999-CAG1Y	$ 29.03	$ 25.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 750-999	RN-ETP-A-000999-CAG2Y	$ 54.28	$ 47.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 750-999	RN-ETP-A-000999-CAG3Y	$ 78.38	$ 68.19
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 750-999	RN-ETP-A-000999-CAG4Y	$ 104.51	$ 90.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 750-999	RN-ETP-A-000999-CAG5Y	$ 130.64	$ 113.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 750-999	RN-ETP-A-000999-CAP1Y	$ 30.26	$ 26.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 750-999	RN-ETP-A-000999-CAP2Y	$ 56.58	$ 49.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 750-999	RN-ETP-A-000999-CAP3Y	$ 81.70	$ 71.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 750-999	RN-ETP-A-000999-CAP4Y	$ 108.94	$ 94.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 750-999	RN-ETP-A-000999-CAP5Y	$ 136.17	$ 118.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 750-999	RN-ETP-A-000999-PPL1Y	$ 8.11	$ 7.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 750-999	RN-ETP-A-000999-PPL2Y	$ 56.58	$ 49.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 750-999	RN-ETP-A-000999-PPL3Y	$ 81.70	$ 71.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 750-999	RN-ETP-A-000999-PPL4Y	$ 108.94	$ 94.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 750-999	RN-ETP-A-000999-PPL5Y	$ 136.17	$ 118.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 750-999	RN-ETP-A-000999-PTM1Y	$ 15.61	$ 13.58
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 750-999	RN-ETP-A-000999-PTM2Y	$ 54.28	$ 47.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 750-999	RN-ETP-A-000999-PTM3Y	$ 78.38	$ 68.19
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 750-999	RN-ETP-A-000999-PTM4Y	$ 104.51	$ 90.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 750-999	RN-ETP-A-000999-PTM5Y	$ 130.64	$ 113.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 750-999	RN-ETP-A-000999-USG1Y	$ 29.03	$ 25.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 750-999	RN-ETP-A-000999-USG2Y	$ 54.28	$ 47.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 750-999	RN-ETP-A-000999-USG3Y	$ 78.38	$ 68.19
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 750-999	RN-ETP-A-000999-USG4Y	$ 104.51	$ 90.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 750-999	RN-ETP-A-000999-USG5Y	$ 130.64	$ 113.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 750-999	RN-ETP-A-000999-USP1Y	$ 30.26	$ 26.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 750-999	RN-ETP-A-000999-USP2Y	$ 56.58	$ 49.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 750-999	RN-ETP-A-000999-USP3Y	$ 81.70	$ 71.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 750-999	RN-ETP-A-000999-USP4Y	$ 108.94	$ 94.78

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 750-999	RN-ETP-A-000999-USP5Y	$ 136.17	$ 118.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1,000-1999	RN-ETP-A-001999-CAG1Y	$ 22.35	$ 19.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1,000-1999	RN-ETP-A-001999-CAG2Y	$ 41.79	$ 36.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1,000-1999	RN-ETP-A-001999-CAG3Y	$ 60.35	$ 52.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1,000-1999	RN-ETP-A-001999-CAG4Y	$ 80.46	$ 70.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1,000-1999	RN-ETP-A-001999-CAG5Y	$ 100.58	$ 87.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1,000-1999	RN-ETP-A-001999-CAP1Y	$ 23.29	$ 20.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1,000-1999	RN-ETP-A-001999-CAP2Y	$ 43.56	$ 37.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1,000-1999	RN-ETP-A-001999-CAP3Y	$ 62.88	$ 54.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1,000-1999	RN-ETP-A-001999-CAP4Y	$ 83.84	$ 72.94
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1,000-1999	RN-ETP-A-001999-CAP5Y	$ 104.81	$ 91.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1,000-1999	RN-ETP-A-001999-PPL1Y	$ 7.35	$ 6.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1,000-1999	RN-ETP-A-001999-PPL2Y	$ 43.56	$ 37.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1,000-1999	RN-ETP-A-001999-PPL3Y	$ 62.88	$ 54.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1,000-1999	RN-ETP-A-001999-PPL4Y	$ 83.84	$ 72.94
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1,000-1999	RN-ETP-A-001999-PPL5Y	$ 104.81	$ 91.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1,000-1999	RN-ETP-A-001999-PTM1Y	$ 14.16	$ 12.32
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1,000-1999	RN-ETP-A-001999-PTM2Y	$ 41.79	$ 36.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1,000-1999	RN-ETP-A-001999-PTM3Y	$ 60.35	$ 52.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1,000-1999	RN-ETP-A-001999-PTM4Y	$ 80.46	$ 70.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1,000-1999	RN-ETP-A-001999-PTM5Y	$ 100.58	$ 87.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 1,000-1999	RN-ETP-A-001999-USG1Y	$ 22.35	$ 19.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 1,000-1999	RN-ETP-A-001999-USG2Y	$ 41.79	$ 36.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 1,000-1999	RN-ETP-A-001999-USG3Y	$ 60.35	$ 52.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 1,000-1999	RN-ETP-A-001999-USG4Y	$ 80.46	$ 70.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 1,000-1999	RN-ETP-A-001999-USG5Y	$ 100.58	$ 87.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1,000-1999	RN-ETP-A-001999-USP1Y	$ 23.29	$ 20.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1,000-1999	RN-ETP-A-001999-USP2Y	$ 43.56	$ 37.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1,000-1999	RN-ETP-A-001999-USP3Y	$ 62.88	$ 54.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1,000-1999	RN-ETP-A-001999-USP4Y	$ 83.84	$ 72.94
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1,000-1999	RN-ETP-A-001999-USP5Y	$ 104.81	$ 91.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 2,000-4999	RN-ETP-A-004999-CAG1Y	$ 16.67	$ 14.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 2,000-4999	RN-ETP-A-004999-CAG2Y	$ 31.17	$ 27.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 2,000-4999	RN-ETP-A-004999-CAG3Y	$ 45.01	$ 39.16
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 2,000-4999	RN-ETP-A-004999-CAG4Y	$ 60.01	$ 52.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 2,000-4999	RN-ETP-A-004999-CAG5Y	$ 75.02	$ 65.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 2,000-4999	RN-ETP-A-004999-CAP1Y	$ 17.38	$ 15.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 2,000-4999	RN-ETP-A-004999-CAP2Y	$ 32.49	$ 28.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 2,000-4999	RN-ETP-A-004999-CAP3Y	$ 46.93	$ 40.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 2,000-4999	RN-ETP-A-004999-CAP4Y	$ 62.57	$ 54.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 2,000-4999	RN-ETP-A-004999-CAP5Y	$ 78.21	$ 68.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 2,000-4999	RN-ETP-A-004999-PPL1Y	$ 6.70	$ 5.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 2,000-4999	RN-ETP-A-004999-PPL2Y	$ 32.49	$ 28.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 2,000-4999	RN-ETP-A-004999-PPL3Y	$ 46.93	$ 40.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 2,000-4999	RN-ETP-A-004999-PPL4Y	$ 62.57	$ 54.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 2,000-4999	RN-ETP-A-004999-PPL5Y	$ 78.21	$ 68.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 2,000-4999	RN-ETP-A-004999-PTM1Y	$ 12.89	$ 11.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 2,000-4999	RN-ETP-A-004999-PTM2Y	$ 31.17	$ 27.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 2,000-4999	RN-ETP-A-004999-PTM3Y	$ 45.01	$ 39.16

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 2,000-4999	RN-ETP-A-004999-PTM4Y	$ 60.01	$ 52.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 2,000-4999	RN-ETP-A-004999-PTM5Y	$ 75.02	$ 65.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 2,000-4999	RN-ETP-A-004999-USG1Y	$ 16.67	$ 14.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 2,000-4999	RN-ETP-A-004999-USG2Y	$ 31.17	$ 27.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 2,000-4999	RN-ETP-A-004999-USG3Y	$ 45.01	$ 39.16
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 2,000-4999	RN-ETP-A-004999-USG4Y	$ 60.01	$ 52.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 2,000-4999	RN-ETP-A-004999-USG5Y	$ 75.02	$ 65.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 2,000-4999	RN-ETP-A-004999-USP1Y	$ 17.38	$ 15.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 2,000-4999	RN-ETP-A-004999-USP2Y	$ 32.49	$ 28.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 2,000-4999	RN-ETP-A-004999-USP3Y	$ 46.93	$ 40.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 2,000-4999	RN-ETP-A-004999-USP4Y	$ 62.57	$ 54.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 2,000-4999	RN-ETP-A-004999-USP5Y	$ 78.21	$ 68.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 5,000-9999	RN-ETP-A-009999-CAG1Y	$ 14.75	$ 12.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 5,000-9999	RN-ETP-A-009999-CAG2Y	$ 27.57	$ 23.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 5,000-9999	RN-ETP-A-009999-CAG3Y	$ 39.83	$ 34.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 5,000-9999	RN-ETP-A-009999-CAG4Y	$ 53.10	$ 46.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 5,000-9999	RN-ETP-A-009999-CAG5Y	$ 66.38	$ 57.75
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 5,000-9999	RN-ETP-A-009999-CAP1Y	$ 15.37	$ 13.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 5,000-9999	RN-ETP-A-009999-CAP2Y	$ 28.74	$ 25.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 5,000-9999	RN-ETP-A-009999-CAP3Y	$ 41.50	$ 36.11
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 5,000-9999	RN-ETP-A-009999-CAP4Y	$ 55.33	$ 48.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 5,000-9999	RN-ETP-A-009999-CAP5Y	$ 69.17	$ 60.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 5,000-9999	RN-ETP-A-009999-PPL1Y	$ 8.29	$ 7.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 5,000-9999	RN-ETP-A-009999-PPL2Y	$ 28.74	$ 25.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 5,000-9999	RN-ETP-A-009999-PPL3Y	$ 41.50	$ 36.11
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 5,000-9999	RN-ETP-A-009999-PPL4Y	$ 55.33	$ 48.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 5,000-9999	RN-ETP-A-009999-PPL5Y	$ 69.17	$ 60.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 5,000-9999	RN-ETP-A-009999-PTM1Y	$ 13.71	$ 11.93
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 5,000-9999	RN-ETP-A-009999-PTM2Y	$ 27.57	$ 23.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 5,000-9999	RN-ETP-A-009999-PTM3Y	$ 39.83	$ 34.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 5,000-9999	RN-ETP-A-009999-PTM4Y	$ 53.10	$ 46.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 5,000-9999	RN-ETP-A-009999-PTM5Y	$ 66.38	$ 57.75
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 5,000-9999	RN-ETP-A-009999-USG1Y	$ 14.75	$ 12.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 5,000-9999	RN-ETP-A-009999-USG2Y	$ 27.57	$ 23.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 5,000-9999	RN-ETP-A-009999-USG3Y	$ 39.83	$ 34.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 5,000-9999	RN-ETP-A-009999-USG4Y	$ 53.10	$ 46.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 5,000-9999	RN-ETP-A-009999-USG5Y	$ 66.38	$ 57.75
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 5,000-9999	RN-ETP-A-009999-USP1Y	$ 15.37	$ 13.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 5,000-9999	RN-ETP-A-009999-USP2Y	$ 28.74	$ 25.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 5,000-9999	RN-ETP-A-009999-USP3Y	$ 41.50	$ 36.11
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 5,000-9999	RN-ETP-A-009999-USP4Y	$ 55.33	$ 48.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 5,000-9999	RN-ETP-A-009999-USP5Y	$ 69.17	$ 60.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 10,000-19999	RN-ETP-A-019999-CAG1Y	$ 12.89	$ 11.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 10,000-19999	RN-ETP-A-019999-CAG2Y	$ 24.11	$ 20.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 10,000-19999	RN-ETP-A-019999-CAG3Y	$ 34.80	$ 30.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 10,000-19999	RN-ETP-A-019999-CAG4Y	$ 46.40	$ 40.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 10,000-19999	RN-ETP-A-019999-CAG5Y	$ 58.01	$ 50.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 10,000-19999	RN-ETP-A-019999-CAP1Y	$ 13.44	$ 11.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 10,000-19999	RN-ETP-A-019999-CAP2Y	$ 25.13	$ 21.86

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 10,000-19999	RN-ETP-A-019999-CAP3Y	$ 36.29	$ 31.57
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 10,000-19999	RN-ETP-A-019999-CAP4Y	$ 48.38	$ 42.09
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 10,000-19999	RN-ETP-A-019999-CAP5Y	$ 60.48	$ 52.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 10,000-19999	RN-ETP-A-019999-PPL1Y	$ 6.07	$ 5.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 10,000-19999	RN-ETP-A-019999-PPL2Y	$ 25.13	$ 21.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 10,000-19999	RN-ETP-A-019999-PPL3Y	$ 36.29	$ 31.57
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 10,000-19999	RN-ETP-A-019999-PPL4Y	$ 48.38	$ 42.09
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 10,000-19999	RN-ETP-A-019999-PPL5Y	$ 60.48	$ 52.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 10,000-19999	RN-ETP-A-019999-PTM1Y	$ 10.79	$ 9.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 10,000-19999	RN-ETP-A-019999-PTM2Y	$ 24.11	$ 20.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 10,000-19999	RN-ETP-A-019999-PTM3Y	$ 34.80	$ 30.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 10,000-19999	RN-ETP-A-019999-PTM4Y	$ 46.40	$ 40.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 10,000-19999	RN-ETP-A-019999-PTM5Y	$ 58.01	$ 50.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 10,000-19999	RN-ETP-A-019999-USG1Y	$ 12.89	$ 11.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 10,000-19999	RN-ETP-A-019999-USG2Y	$ 24.11	$ 20.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 10,000-19999	RN-ETP-A-019999-USG3Y	$ 34.80	$ 30.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 10,000-19999	RN-ETP-A-019999-USG4Y	$ 46.40	$ 40.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 10,000-19999	RN-ETP-A-019999-USG5Y	$ 58.01	$ 50.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 10,000-19999	RN-ETP-A-019999-USP1Y	$ 13.44	$ 11.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 10,000-19999	RN-ETP-A-019999-USP2Y	$ 25.13	$ 21.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 10,000-19999	RN-ETP-A-019999-USP3Y	$ 36.29	$ 31.57
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 10,000-19999	RN-ETP-A-019999-USP4Y	$ 48.38	$ 42.09
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 10,000-19999	RN-ETP-A-019999-USP5Y	$ 60.48	$ 52.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 20,000-49999	RN-ETP-A-049999-CAG1Y	$ 11.55	$ 10.05
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 20,000-49999	RN-ETP-A-049999-CAG2Y	$ 21.67	$ 18.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 20,000-49999	RN-ETP-A-049999-CAG3Y	$ 31.19	$ 27.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 20,000-49999	RN-ETP-A-049999-CAG4Y	$ 41.58	$ 36.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 20,000-49999	RN-ETP-A-049999-CAG5Y	$ 51.98	$ 45.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 20,000-49999	RN-ETP-A-049999-CAP1Y	$ 12.04	$ 10.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 20,000-49999	RN-ETP-A-049999-CAP2Y	$ 22.59	$ 19.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 20,000-49999	RN-ETP-A-049999-CAP3Y	$ 32.51	$ 28.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 20,000-49999	RN-ETP-A-049999-CAP4Y	$ 43.34	$ 37.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 20,000-49999	RN-ETP-A-049999-CAP5Y	$ 54.18	$ 47.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 20,000-49999	RN-ETP-A-049999-PPL1Y	$ 4.85	$ 4.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 20,000-49999	RN-ETP-A-049999-PPL2Y	$ 22.50	$ 19.58
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 20,000-49999	RN-ETP-A-049999-PPL3Y	$ 32.51	$ 28.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 20,000-49999	RN-ETP-A-049999-PPL4Y	$ 43.34	$ 37.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 20,000-49999	RN-ETP-A-049999-PPL5Y	$ 54.18	$ 47.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 20,000-49999	RN-ETP-A-049999-PTM1Y	$ 9.34	$ 8.13
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 20,000-49999	RN-ETP-A-049999-PTM2Y	$ 21.59	$ 18.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 20,000-49999	RN-ETP-A-049999-PTM3Y	$ 31.19	$ 27.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 20,000-49999	RN-ETP-A-049999-PTM4Y	$ 41.58	$ 36.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 20,000-49999	RN-ETP-A-049999-PTM5Y	$ 51.98	$ 45.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 20,000-49999	RN-ETP-A-049999-USG1Y	$ 11.55	$ 10.05
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 20,000-49999	RN-ETP-A-049999-USG2Y	$ 21.67	$ 18.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 20,000-49999	RN-ETP-A-049999-USG3Y	$ 31.19	$ 27.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 20,000-49999	RN-ETP-A-049999-USG4Y	$ 41.58	$ 36.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 20,000-49999	RN-ETP-A-049999-USG5Y	$ 51.98	$ 45.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 20,000-49999	RN-ETP-A-049999-USP1Y	$ 12.04	$ 10.47

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 20,000-49999	RN-ETP-A-049999-USP2Y	$ 22.59	$ 19.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 20,000-49999	RN-ETP-A-049999-USP3Y	$ 32.51	$ 28.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 20,000-49999	RN-ETP-A-049999-USP4Y	$ 43.34	$ 37.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 20,000-49999	RN-ETP-A-049999-USP5Y	$ 54.18	$ 47.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 50,000-74999	RN-ETP-A-074999-CAG1Y	$ 11.84	$ 10.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 50,000-74999	RN-ETP-A-074999-CAG2Y	$ 22.18	$ 19.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 50,000-74999	RN-ETP-A-074999-CAG3Y	$ 31.97	$ 27.81
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 50,000-74999	RN-ETP-A-074999-CAG4Y	$ 42.62	$ 37.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 50,000-74999	RN-ETP-A-074999-CAG5Y	$ 53.28	$ 46.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 50,000-74999	RN-ETP-A-074999-CAP1Y	$ 12.34	$ 10.74
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 50,000-74999	RN-ETP-A-074999-CAP2Y	$ 23.13	$ 20.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 50,000-74999	RN-ETP-A-074999-CAP3Y	$ 33.32	$ 28.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 50,000-74999	RN-ETP-A-074999-CAP4Y	$ 44.42	$ 38.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 50,000-74999	RN-ETP-A-074999-CAP5Y	$ 55.53	$ 48.31
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 50,000-74999	RN-ETP-A-074999-PPL1Y	$ 4.76	$ 4.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 50,000-74999	RN-ETP-A-074999-PPL2Y	$ 23.06	$ 20.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 50,000-74999	RN-ETP-A-074999-PPL3Y	$ 33.32	$ 28.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 50,000-74999	RN-ETP-A-074999-PPL4Y	$ 44.42	$ 38.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 50,000-74999	RN-ETP-A-074999-PPL5Y	$ 55.53	$ 48.31
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 50,000-74999	RN-ETP-A-074999-PTM1Y	$ 8.80	$ 7.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 50,000-74999	RN-ETP-A-074999-PTM2Y	$ 22.14	$ 19.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 50,000-74999	RN-ETP-A-074999-PTM3Y	$ 31.97	$ 27.81
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 50,000-74999	RN-ETP-A-074999-PTM4Y	$ 42.62	$ 37.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 50,000-74999	RN-ETP-A-074999-PTM5Y	$ 53.28	$ 46.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 50,000-74999	RN-ETP-A-074999-USG1Y	$ 11.84	$ 10.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 50,000-74999	RN-ETP-A-074999-USG2Y	$ 22.18	$ 19.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 50,000-74999	RN-ETP-A-074999-USG3Y	$ 31.97	$ 27.81
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 50,000-74999	RN-ETP-A-074999-USG4Y	$ 42.62	$ 37.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 50,000-74999	RN-ETP-A-074999-USG5Y	$ 53.28	$ 46.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 50,000-74999	RN-ETP-A-074999-USP1Y	$ 12.34	$ 10.74
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 50,000-74999	RN-ETP-A-074999-USP2Y	$ 23.13	$ 20.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 50,000-74999	RN-ETP-A-074999-USP3Y	$ 33.32	$ 28.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 50,000-74999	RN-ETP-A-074999-USP4Y	$ 44.42	$ 38.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 50,000-74999	RN-ETP-A-074999-USP5Y	$ 55.53	$ 48.31
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 75,000-99999	RN-ETP-A-099999-CAG1Y	$ 12.39	$ 10.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 75,000-99999	RN-ETP-A-099999-CAG2Y	$ 23.16	$ 20.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 75,000-99999	RN-ETP-A-099999-CAG3Y	$ 33.45	$ 29.10
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 75,000-99999	RN-ETP-A-099999-CAG4Y	$ 44.60	$ 38.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 75,000-99999	RN-ETP-A-099999-CAG5Y	$ 55.76	$ 48.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 75,000-99999	RN-ETP-A-099999-CAP1Y	$ 12.91	$ 11.23
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 75,000-99999	RN-ETP-A-099999-CAP2Y	$ 24.14	$ 21.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 75,000-99999	RN-ETP-A-099999-CAP3Y	$ 34.86	$ 30.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 75,000-99999	RN-ETP-A-099999-CAP4Y	$ 46.48	$ 40.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 75,000-99999	RN-ETP-A-099999-CAP5Y	$ 58.10	$ 50.55
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 75,000-99999	RN-ETP-A-099999-PPL1Y	$ 4.76	$ 4.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 75,000-99999	RN-ETP-A-099999-PPL2Y	$ 24.14	$ 21.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 75,000-99999	RN-ETP-A-099999-PPL3Y	$ 34.86	$ 30.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 75,000-99999	RN-ETP-A-099999-PPL4Y	$ 46.48	$ 40.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 75,000-99999	RN-ETP-A-099999-PPL5Y	$ 58.10	$ 50.55

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 75,000-99999	RN-ETP-A-099999-PTM1Y	$ 8.22	$ 7.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 75,000-99999	RN-ETP-A-099999-PTM2Y	$ 23.16	$ 20.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 75,000-99999	RN-ETP-A-099999-PTM3Y	$ 33.45	$ 29.10
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 75,000-99999	RN-ETP-A-099999-PTM4Y	$ 44.60	$ 38.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 75,000-99999	RN-ETP-A-099999-PTM5Y	$ 55.76	$ 48.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 75,000-99999	RN-ETP-A-099999-USG1Y	$ 12.39	$ 10.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 75,000-99999	RN-ETP-A-099999-USG2Y	$ 23.16	$ 20.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 75,000-99999	RN-ETP-A-099999-USG3Y	$ 33.45	$ 29.10
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 75,000-99999	RN-ETP-A-099999-USG4Y	$ 44.60	$ 38.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 75,000-99999	RN-ETP-A-099999-USG5Y	$ 55.76	$ 48.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 75,000-99999	RN-ETP-A-099999-USP1Y	$ 12.91	$ 11.23
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 75,000-99999	RN-ETP-A-099999-USP2Y	$ 24.14	$ 21.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 75,000-99999	RN-ETP-A-099999-USP3Y	$ 34.86	$ 30.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 75,000-99999	RN-ETP-A-099999-USP4Y	$ 46.48	$ 40.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 75,000-99999	RN-ETP-A-099999-USP5Y	$ 58.10	$ 50.55
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 100,000-199999	RN-ETP-A-199999-CAG1Y	$ 10.78	$ 9.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 100,000-199999	RN-ETP-A-199999-CAG2Y	$ 20.15	$ 17.53
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 100,000-199999	RN-ETP-A-199999-CAG3Y	$ 29.11	$ 25.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 100,000-199999	RN-ETP-A-199999-CAG4Y	$ 38.81	$ 33.76
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 100,000-199999	RN-ETP-A-199999-CAG5Y	$ 48.51	$ 42.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 100,000-199999	RN-ETP-A-199999-CAP1Y	$ 11.23	$ 9.77
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 100,000-199999	RN-ETP-A-199999-CAP2Y	$ 21.01	$ 18.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 100,000-199999	RN-ETP-A-199999-CAP3Y	$ 30.32	$ 26.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 100,000-199999	RN-ETP-A-199999-CAP4Y	$ 40.43	$ 35.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 100,000-199999	RN-ETP-A-199999-CAP5Y	$ 50.54	$ 43.97
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 100,000-199999	RN-ETP-A-199999-PPL1Y	$ 3.50	$ 3.05
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 100,000-199999	RN-ETP-A-199999-PPL2Y	$ 21.09	$ 18.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 100,000-199999	RN-ETP-A-199999-PPL3Y	$ 30.48	$ 26.52
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 100,000-199999	RN-ETP-A-199999-PPL4Y	$ 40.64	$ 35.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 100,000-199999	RN-ETP-A-199999-PPL5Y	$ 50.81	$ 44.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 100,000-199999	RN-ETP-A-199999-PTM1Y	$ 6.58	$ 5.72
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 100,000-199999	RN-ETP-A-199999-PTM2Y	$ 20.25	$ 17.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 100,000-199999	RN-ETP-A-199999-PTM3Y	$ 29.24	$ 25.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 100,000-199999	RN-ETP-A-199999-PTM4Y	$ 38.99	$ 33.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 100,000-199999	RN-ETP-A-199999-PTM5Y	$ 48.74	$ 42.40
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 100,000-199999	RN-ETP-A-199999-USG1Y	$ 10.78	$ 9.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 100,000-199999	RN-ETP-A-199999-USG2Y	$ 20.15	$ 17.53
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 100,000-199999	RN-ETP-A-199999-USG3Y	$ 29.11	$ 25.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 100,000-199999	RN-ETP-A-199999-USG4Y	$ 38.81	$ 33.76
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 100,000-199999	RN-ETP-A-199999-USG5Y	$ 48.51	$ 42.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 100,000-199999	RN-ETP-A-199999-USP1Y	$ 11.23	$ 9.77
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 100,000-199999	RN-ETP-A-199999-USP2Y	$ 21.01	$ 18.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 100,000-199999	RN-ETP-A-199999-USP3Y	$ 30.32	$ 26.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 100,000-199999	RN-ETP-A-199999-USP4Y	$ 40.43	$ 35.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 100,000-199999	RN-ETP-A-199999-USP5Y	$ 50.54	$ 43.97
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 200,000+	RN-ETP-A-200000+CAG1Y	$ 10.42	$ 9.07
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 200,000+	RN-ETP-A-200000+CAG2Y	$ 19.49	$ 16.96
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 200,000+	RN-ETP-A-200000+CAG3Y	$ 28.13	$ 24.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 200,000+	RN-ETP-A-200000+CAG4Y	$ 37.51	$ 32.63

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 200,000+	RN-ETP-A-200000+CAG5Y	$ 46.89	$ 40.79
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 200,000+	RN-ETP-A-200000+CAP1Y	$ 10.86	$ 9.45
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 200,000+	RN-ETP-A-200000+CAP2Y	$ 20.30	$ 17.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 200,000+	RN-ETP-A-200000+CAP3Y	$ 29.32	$ 25.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 200,000+	RN-ETP-A-200000+CAP4Y	$ 39.10	$ 34.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 200,000+	RN-ETP-A-200000+CAP5Y	$ 48.87	$ 42.52
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 200,000+	RN-ETP-A-200000+PPL1Y	$ 3.13	$ 2.72
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 200,000+	RN-ETP-A-200000+PPL2Y	$ 20.32	$ 17.68
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 200,000+	RN-ETP-A-200000+PPL3Y	$ 29.38	$ 25.56
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 200,000+	RN-ETP-A-200000+PPL4Y	$ 39.17	$ 34.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 200,000+	RN-ETP-A-200000+PPL5Y	$ 48.96	$ 42.60
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 200,000+	RN-ETP-A-200000+PTM1Y	$ 6.04	$ 5.25
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 200,000+	RN-ETP-A-200000+PTM2Y	$ 19.51	$ 16.97
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 200,000+	RN-ETP-A-200000+PTM3Y	$ 28.16	$ 24.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 200,000+	RN-ETP-A-200000+PTM4Y	$ 37.55	$ 32.67
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 200,000+	RN-ETP-A-200000+PTM5Y	$ 46.94	$ 40.84
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 200,000+	RN-ETP-A-200000+USG1Y	$ 10.42	$ 9.07
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 200,000+	RN-ETP-A-200000+USG2Y	$ 19.49	$ 16.96
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 200,000+	RN-ETP-A-200000+USG3Y	$ 28.13	$ 24.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 200,000+	RN-ETP-A-200000+USG4Y	$ 37.51	$ 32.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 200,000+	RN-ETP-A-200000+USG5Y	$ 46.89	$ 40.79
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 200,000+	RN-ETP-A-200000+USP1Y	$ 10.86	$ 9.45
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 200,000+	RN-ETP-A-200000+USP2Y	$ 20.30	$ 17.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 200,000+	RN-ETP-A-200000+USP3Y	$ 29.32	$ 25.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 200,000+	RN-ETP-A-200000+USP4Y	$ 39.10	$ 34.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 200,000+	RN-ETP-A-200000+USP5Y	$ 48.87	$ 42.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1-249	RN-ETP-C-000249-CAG1Y	$ 84.56	$ 73.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1-249	RN-ETP-C-000249-CAG2Y	$ 169.12	$ 147.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1-249	RN-ETP-C-000249-CAG3Y	$ 228.31	$ 198.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1-249	RN-ETP-C-000249-CAG4Y	$ 304.42	$ 264.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1-249	RN-ETP-C-000249-CAG5Y	$ 380.52	$ 331.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1-249	RN-ETP-C-000249-CAP1Y	$ 88.14	$ 76.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1-249	RN-ETP-C-000249-CAP2Y	$ 176.28	$ 153.36
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1-249	RN-ETP-C-000249-CAP3Y	$ 237.98	$ 207.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1-249	RN-ETP-C-000249-CAP4Y	$ 317.30	$ 276.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1-249	RN-ETP-C-000249-CAP5Y	$ 396.63	$ 345.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1-249	RN-ETP-C-000249-PPL1Y	$ 88.14	$ 76.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1-249	RN-ETP-C-000249-PPL2Y	$ 176.28	$ 153.36
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1-249	RN-ETP-C-000249-PPL3Y	$ 237.98	$ 207.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1-249	RN-ETP-C-000249-PPL4Y	$ 317.30	$ 276.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1-249	RN-ETP-C-000249-PPL5Y	$ 396.63	$ 345.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1-249	RN-ETP-C-000249-PTM1Y	$ 84.56	$ 73.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1-249	RN-ETP-C-000249-PTM2Y	$ 169.12	$ 147.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1-249	RN-ETP-C-000249-PTM3Y	$ 228.31	$ 198.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1-249	RN-ETP-C-000249-PTM4Y	$ 304.42	$ 264.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1-249	RN-ETP-C-000249-PTM5Y	$ 380.52	$ 331.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1-249	RN-ETP-C-000249-USG1Y	$ 84.56	$ 73.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1-249	RN-ETP-C-000249-USG2Y	$ 169.12	$ 147.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1-249	RN-ETP-C-000249-USG3Y	$ 228.31	$ 198.63

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1-249	RN-ETP-C-000249-USG4Y	$ 304.42	$ 264.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1-249	RN-ETP-C-000249-USG5Y	$ 380.52	$ 331.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1-249	RN-ETP-C-000249-USP1Y	$ 88.14	$ 76.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1-249	RN-ETP-C-000249-USP2Y	$ 176.28	$ 153.36
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1-249	RN-ETP-C-000249-USP3Y	$ 237.98	$ 207.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1-249	RN-ETP-C-000249-USP4Y	$ 317.30	$ 276.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1-249	RN-ETP-C-000249-USP5Y	$ 396.63	$ 345.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 250-499	RN-ETP-C-000499-CAG1Y	$ 69.82	$ 60.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 250-499	RN-ETP-C-000499-CAG2Y	$ 139.64	$ 121.49
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 250-499	RN-ETP-C-000499-CAG3Y	$ 188.51	$ 164.00
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 250-499	RN-ETP-C-000499-CAG4Y	$ 251.35	$ 218.67
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 250-499	RN-ETP-C-000499-CAG5Y	$ 314.19	$ 273.35
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 250-499	RN-ETP-C-000499-CAP1Y	$ 72.78	$ 63.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 250-499	RN-ETP-C-000499-CAP2Y	$ 145.56	$ 126.64
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 250-499	RN-ETP-C-000499-CAP3Y	$ 196.51	$ 170.96
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 250-499	RN-ETP-C-000499-CAP4Y	$ 262.01	$ 227.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 250-499	RN-ETP-C-000499-CAP5Y	$ 327.51	$ 284.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 250-499	RN-ETP-C-000499-PPL1Y	$ 72.78	$ 63.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 250-499	RN-ETP-C-000499-PPL2Y	$ 145.56	$ 126.64
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 250-499	RN-ETP-C-000499-PPL3Y	$ 196.51	$ 170.96
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 250-499	RN-ETP-C-000499-PPL4Y	$ 262.01	$ 227.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 250-499	RN-ETP-C-000499-PPL5Y	$ 327.51	$ 284.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 250-499	RN-ETP-C-000499-PTM1Y	$ 69.82	$ 60.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 250-499	RN-ETP-C-000499-PTM2Y	$ 139.64	$ 121.49
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 250-499	RN-ETP-C-000499-PTM3Y	$ 188.51	$ 164.00
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 250-499	RN-ETP-C-000499-PTM4Y	$ 251.35	$ 218.67
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 250-499	RN-ETP-C-000499-PTM5Y	$ 314.19	$ 273.35
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 250-499	RN-ETP-C-000499-USG1Y	$ 69.82	$ 60.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 250-499	RN-ETP-C-000499-USG2Y	$ 139.64	$ 121.49
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 250-499	RN-ETP-C-000499-USG3Y	$ 188.51	$ 164.00
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 250-499	RN-ETP-C-000499-USG4Y	$ 251.35	$ 218.67
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 250-499	RN-ETP-C-000499-USG5Y	$ 314.19	$ 273.35
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 250-499	RN-ETP-C-000499-USP1Y	$ 72.78	$ 63.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 250-499	RN-ETP-C-000499-USP2Y	$ 145.56	$ 126.64
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 250-499	RN-ETP-C-000499-USP3Y	$ 196.51	$ 170.96
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 250-499	RN-ETP-C-000499-USP4Y	$ 262.01	$ 227.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 250-499	RN-ETP-C-000499-USP5Y	$ 327.51	$ 284.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 500-749	RN-ETP-C-000749-CAG1Y	$ 59.89	$ 52.10
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 500-749	RN-ETP-C-000749-CAG2Y	$ 119.78	$ 104.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 500-749	RN-ETP-C-000749-CAG3Y	$ 161.70	$ 140.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 500-749	RN-ETP-C-000749-CAG4Y	$ 215.60	$ 187.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 500-749	RN-ETP-C-000749-CAG5Y	$ 269.51	$ 234.47
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 500-749	RN-ETP-C-000749-CAP1Y	$ 62.43	$ 54.31
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 500-749	RN-ETP-C-000749-CAP2Y	$ 124.86	$ 108.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 500-749	RN-ETP-C-000749-CAP3Y	$ 168.56	$ 146.65
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 500-749	RN-ETP-C-000749-CAP4Y	$ 224.75	$ 195.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 500-749	RN-ETP-C-000749-CAP5Y	$ 280.94	$ 244.42
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 500-749	RN-ETP-C-000749-PPL1Y	$ 62.43	$ 54.31
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 500-749	RN-ETP-C-000749-PPL2Y	$ 124.86	$ 108.63

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 500-749	RN-ETP-C-000749-PPL3Y	$ 168.56	$ 146.65
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 500-749	RN-ETP-C-000749-PPL4Y	$ 224.75	$ 195.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 500-749	RN-ETP-C-000749-PPL5Y	$ 280.94	$ 244.42
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 500-749	RN-ETP-C-000749-PTM1Y	$ 59.89	$ 52.10
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 500-749	RN-ETP-C-000749-PTM2Y	$ 119.78	$ 104.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 500-749	RN-ETP-C-000749-PTM3Y	$ 161.70	$ 140.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 500-749	RN-ETP-C-000749-PTM4Y	$ 215.60	$ 187.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 500-749	RN-ETP-C-000749-PTM5Y	$ 269.51	$ 234.47
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 500-749	RN-ETP-C-000749-USG1Y	$ 59.89	$ 52.10
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 500-749	RN-ETP-C-000749-USG2Y	$ 119.78	$ 104.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 500-749	RN-ETP-C-000749-USG3Y	$ 161.70	$ 140.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 500-749	RN-ETP-C-000749-USG4Y	$ 215.60	$ 187.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 500-749	RN-ETP-C-000749-USG5Y	$ 269.51	$ 234.47
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 500-749	RN-ETP-C-000749-USP1Y	$ 62.43	$ 54.31
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 500-749	RN-ETP-C-000749-USP2Y	$ 124.86	$ 108.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 500-749	RN-ETP-C-000749-USP3Y	$ 168.56	$ 146.65
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 500-749	RN-ETP-C-000749-USP4Y	$ 224.75	$ 195.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 500-749	RN-ETP-C-000749-USP5Y	$ 280.94	$ 244.42
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 750-999	RN-ETP-C-000999-CAG1Y	$ 50.30	$ 43.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 750-999	RN-ETP-C-000999-CAG2Y	$ 100.60	$ 87.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 750-999	RN-ETP-C-000999-CAG3Y	$ 135.81	$ 118.15
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 750-999	RN-ETP-C-000999-CAG4Y	$ 181.08	$ 157.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 750-999	RN-ETP-C-000999-CAG5Y	$ 226.35	$ 196.92
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 750-999	RN-ETP-C-000999-CAP1Y	$ 52.43	$ 45.61
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 750-999	RN-ETP-C-000999-CAP2Y	$ 104.86	$ 91.23
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 750-999	RN-ETP-C-000999-CAP3Y	$ 141.56	$ 123.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 750-999	RN-ETP-C-000999-CAP4Y	$ 188.75	$ 164.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 750-999	RN-ETP-C-000999-CAP5Y	$ 235.94	$ 205.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 750-999	RN-ETP-C-000999-PPL1Y	$ 52.43	$ 45.61
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 750-999	RN-ETP-C-000999-PPL2Y	$ 104.86	$ 91.23
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 750-999	RN-ETP-C-000999-PPL3Y	$ 141.56	$ 123.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 750-999	RN-ETP-C-000999-PPL4Y	$ 188.75	$ 164.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 750-999	RN-ETP-C-000999-PPL5Y	$ 235.94	$ 205.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 750-999	RN-ETP-C-000999-PTM1Y	$ 50.30	$ 43.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 750-999	RN-ETP-C-000999-PTM2Y	$ 100.60	$ 87.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 750-999	RN-ETP-C-000999-PTM3Y	$ 135.81	$ 118.15
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 750-999	RN-ETP-C-000999-PTM4Y	$ 181.08	$ 157.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 750-999	RN-ETP-C-000999-PTM5Y	$ 226.35	$ 196.92
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 750-999	RN-ETP-C-000999-USG1Y	$ 50.30	$ 43.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 750-999	RN-ETP-C-000999-USG2Y	$ 100.60	$ 87.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 750-999	RN-ETP-C-000999-USG3Y	$ 135.81	$ 118.15
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 750-999	RN-ETP-C-000999-USG4Y	$ 181.08	$ 157.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 750-999	RN-ETP-C-000999-USG5Y	$ 226.35	$ 196.92
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 750-999	RN-ETP-C-000999-USP1Y	$ 52.43	$ 45.61
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 750-999	RN-ETP-C-000999-USP2Y	$ 104.86	$ 91.23
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 750-999	RN-ETP-C-000999-USP3Y	$ 141.56	$ 123.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 750-999	RN-ETP-C-000999-USP4Y	$ 188.75	$ 164.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 750-999	RN-ETP-C-000999-USP5Y	$ 235.94	$ 205.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1,000-1999	RN-ETP-C-001999-CAG1Y	$ 45.62	$ 39.69

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1,000-1999	RN-ETP-C-001999-CAG2Y	$ 91.24	$ 79.38
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1,000-1999	RN-ETP-C-001999-CAG3Y	$ 123.17	$ 107.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1,000-1999	RN-ETP-C-001999-CAG4Y	$ 164.23	$ 142.88
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1,000-1999	RN-ETP-C-001999-CAG5Y	$ 205.29	$ 178.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1,000-1999	RN-ETP-C-001999-CAP1Y	$ 47.55	$ 41.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1,000-1999	RN-ETP-C-001999-CAP2Y	$ 95.10	$ 82.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1,000-1999	RN-ETP-C-001999-CAP3Y	$ 128.39	$ 111.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1,000-1999	RN-ETP-C-001999-CAP4Y	$ 171.18	$ 148.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1,000-1999	RN-ETP-C-001999-CAP5Y	$ 213.98	$ 186.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1,000-1999	RN-ETP-C-001999-PPL1Y	$ 47.55	$ 41.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1,000-1999	RN-ETP-C-001999-PPL2Y	$ 95.10	$ 82.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1,000-1999	RN-ETP-C-001999-PPL3Y	$ 128.39	$ 111.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1,000-1999	RN-ETP-C-001999-PPL4Y	$ 171.18	$ 148.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1,000-1999	RN-ETP-C-001999-PPL5Y	$ 213.98	$ 186.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1,000-1999	RN-ETP-C-001999-PTM1Y	$ 45.62	$ 39.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1,000-1999	RN-ETP-C-001999-PTM2Y	$ 91.24	$ 79.38
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1,000-1999	RN-ETP-C-001999-PTM3Y	$ 123.17	$ 107.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1,000-1999	RN-ETP-C-001999-PTM4Y	$ 164.23	$ 142.88
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1,000-1999	RN-ETP-C-001999-PTM5Y	$ 205.29	$ 178.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1,000-1999	RN-ETP-C-001999-USG1Y	$ 45.62	$ 39.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1,000-1999	RN-ETP-C-001999-USG2Y	$ 91.24	$ 79.38
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1,000-1999	RN-ETP-C-001999-USG3Y	$ 123.17	$ 107.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1,000-1999	RN-ETP-C-001999-USG4Y	$ 164.23	$ 142.88
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1,000-1999	RN-ETP-C-001999-USG5Y	$ 205.29	$ 178.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1,000-1999	RN-ETP-C-001999-USP1Y	$ 47.55	$ 41.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1,000-1999	RN-ETP-C-001999-USP2Y	$ 95.10	$ 82.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1,000-1999	RN-ETP-C-001999-USP3Y	$ 128.39	$ 111.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1,000-1999	RN-ETP-C-001999-USP4Y	$ 171.18	$ 148.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1,000-1999	RN-ETP-C-001999-USP5Y	$ 213.98	$ 186.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 2,000-4999	RN-ETP-C-004999-CAG1Y	$ 41.53	$ 36.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 2,000-4999	RN-ETP-C-004999-CAG2Y	$ 83.06	$ 72.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 2,000-4999	RN-ETP-C-004999-CAG3Y	$ 112.13	$ 97.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 2,000-4999	RN-ETP-C-004999-CAG4Y	$ 149.51	$ 130.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 2,000-4999	RN-ETP-C-004999-CAG5Y	$ 186.89	$ 162.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 2,000-4999	RN-ETP-C-004999-CAP1Y	$ 43.29	$ 37.66
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 2,000-4999	RN-ETP-C-004999-CAP2Y	$ 86.58	$ 75.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 2,000-4999	RN-ETP-C-004999-CAP3Y	$ 116.88	$ 101.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 2,000-4999	RN-ETP-C-004999-CAP4Y	$ 155.84	$ 135.58
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 2,000-4999	RN-ETP-C-004999-CAP5Y	$ 194.81	$ 169.48
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 2,000-4999	RN-ETP-C-004999-PPL1Y	$ 43.29	$ 37.66
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 2,000-4999	RN-ETP-C-004999-PPL2Y	$ 86.58	$ 75.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 2,000-4999	RN-ETP-C-004999-PPL3Y	$ 116.88	$ 101.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 2,000-4999	RN-ETP-C-004999-PPL4Y	$ 155.84	$ 135.58
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 2,000-4999	RN-ETP-C-004999-PPL5Y	$ 194.81	$ 169.48
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 2,000-4999	RN-ETP-C-004999-PTM1Y	$ 41.53	$ 36.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 2,000-4999	RN-ETP-C-004999-PTM2Y	$ 83.06	$ 72.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 2,000-4999	RN-ETP-C-004999-PTM3Y	$ 112.13	$ 97.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 2,000-4999	RN-ETP-C-004999-PTM4Y	$ 149.51	$ 130.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 2,000-4999	RN-ETP-C-004999-PTM5Y	$ 186.89	$ 162.59

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 2,000-4999	RN-ETP-C-004999-USG1Y	$ 41.53	$ 36.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 2,000-4999	RN-ETP-C-004999-USG2Y	$ 83.06	$ 72.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 2,000-4999	RN-ETP-C-004999-USG3Y	$ 112.13	$ 97.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 2,000-4999	RN-ETP-C-004999-USG4Y	$ 149.51	$ 130.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 2,000-4999	RN-ETP-C-004999-USG5Y	$ 186.89	$ 162.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 2,000-4999	RN-ETP-C-004999-USP1Y	$ 43.29	$ 37.66
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 2,000-4999	RN-ETP-C-004999-USP2Y	$ 86.58	$ 75.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 2,000-4999	RN-ETP-C-004999-USP3Y	$ 116.88	$ 101.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 2,000-4999	RN-ETP-C-004999-USP4Y	$ 155.84	$ 135.58
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 2,000-4999	RN-ETP-C-004999-USP5Y	$ 194.81	$ 169.48
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 5,000-9999	RN-ETP-C-009999-CAG1Y	$ 39.22	$ 34.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 5,000-9999	RN-ETP-C-009999-CAG2Y	$ 78.44	$ 68.24
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 5,000-9999	RN-ETP-C-009999-CAG3Y	$ 105.89	$ 92.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 5,000-9999	RN-ETP-C-009999-CAG4Y	$ 141.19	$ 122.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 5,000-9999	RN-ETP-C-009999-CAG5Y	$ 176.49	$ 153.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 5,000-9999	RN-ETP-C-009999-CAP1Y	$ 40.88	$ 35.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 5,000-9999	RN-ETP-C-009999-CAP2Y	$ 81.76	$ 71.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 5,000-9999	RN-ETP-C-009999-CAP3Y	$ 110.38	$ 96.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 5,000-9999	RN-ETP-C-009999-CAP4Y	$ 147.17	$ 128.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 5,000-9999	RN-ETP-C-009999-CAP5Y	$ 183.96	$ 160.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 5,000-9999	RN-ETP-C-009999-PPL1Y	$ 40.88	$ 35.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 5,000-9999	RN-ETP-C-009999-PPL2Y	$ 81.76	$ 71.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 5,000-9999	RN-ETP-C-009999-PPL3Y	$ 110.38	$ 96.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 5,000-9999	RN-ETP-C-009999-PPL4Y	$ 147.17	$ 128.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 5,000-9999	RN-ETP-C-009999-PPL5Y	$ 183.96	$ 160.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 5,000-9999	RN-ETP-C-009999-PTM1Y	$ 39.22	$ 34.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 5,000-9999	RN-ETP-C-009999-PTM2Y	$ 78.44	$ 68.24
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 5,000-9999	RN-ETP-C-009999-PTM3Y	$ 105.89	$ 92.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 5,000-9999	RN-ETP-C-009999-PTM4Y	$ 141.19	$ 122.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 5,000-9999	RN-ETP-C-009999-PTM5Y	$ 176.49	$ 153.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 5,000-9999	RN-ETP-C-009999-USG1Y	$ 39.22	$ 34.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 5,000-9999	RN-ETP-C-009999-USG2Y	$ 78.44	$ 68.24
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 5,000-9999	RN-ETP-C-009999-USG3Y	$ 105.89	$ 92.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 5,000-9999	RN-ETP-C-009999-USG4Y	$ 141.19	$ 122.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 5,000-9999	RN-ETP-C-009999-USG5Y	$ 176.49	$ 153.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 5,000-9999	RN-ETP-C-009999-USP1Y	$ 40.88	$ 35.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 5,000-9999	RN-ETP-C-009999-USP2Y	$ 81.76	$ 71.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 5,000-9999	RN-ETP-C-009999-USP3Y	$ 110.38	$ 96.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 5,000-9999	RN-ETP-C-009999-USP4Y	$ 147.17	$ 128.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 5,000-9999	RN-ETP-C-009999-USP5Y	$ 183.96	$ 160.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 10,000-19999	RN-ETP-C-019999-CAG1Y	$ 32.81	$ 28.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 10,000-19999	RN-ETP-C-019999-CAG2Y	$ 65.62	$ 57.09
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 10,000-19999	RN-ETP-C-019999-CAG3Y	$ 88.59	$ 77.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 10,000-19999	RN-ETP-C-019999-CAG4Y	$ 118.12	$ 102.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 10,000-19999	RN-ETP-C-019999-CAG5Y	$ 147.65	$ 128.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 10,000-19999	RN-ETP-C-019999-CAP1Y	$ 34.20	$ 29.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 10,000-19999	RN-ETP-C-019999-CAP2Y	$ 68.40	$ 59.51
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 10,000-19999	RN-ETP-C-019999-CAP3Y	$ 92.34	$ 80.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 10,000-19999	RN-ETP-C-019999-CAP4Y	$ 123.12	$ 107.11

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 10,000-19999	RN-ETP-C-019999-CAP5Y	$ 153.90	$ 133.89
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 10,000-19999	RN-ETP-C-019999-PPL1Y	$ 34.20	$ 29.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 10,000-19999	RN-ETP-C-019999-PPL2Y	$ 68.40	$ 59.51
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 10,000-19999	RN-ETP-C-019999-PPL3Y	$ 92.34	$ 80.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 10,000-19999	RN-ETP-C-019999-PPL4Y	$ 123.12	$ 107.11
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 10,000-19999	RN-ETP-C-019999-PPL5Y	$ 153.90	$ 133.89
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 10,000-19999	RN-ETP-C-019999-PTM1Y	$ 32.81	$ 28.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 10,000-19999	RN-ETP-C-019999-PTM2Y	$ 65.62	$ 57.09
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 10,000-19999	RN-ETP-C-019999-PTM3Y	$ 88.59	$ 77.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 10,000-19999	RN-ETP-C-019999-PTM4Y	$ 118.12	$ 102.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 10,000-19999	RN-ETP-C-019999-PTM5Y	$ 147.65	$ 128.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 10,000-19999	RN-ETP-C-019999-USG1Y	$ 32.81	$ 28.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 10,000-19999	RN-ETP-C-019999-USG2Y	$ 65.62	$ 57.09
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 10,000-19999	RN-ETP-C-019999-USG3Y	$ 88.59	$ 77.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 10,000-19999	RN-ETP-C-019999-USG4Y	$ 118.12	$ 102.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 10,000-19999	RN-ETP-C-019999-USG5Y	$ 147.65	$ 128.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 10,000-19999	RN-ETP-C-019999-USP1Y	$ 34.20	$ 29.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 10,000-19999	RN-ETP-C-019999-USP2Y	$ 68.40	$ 59.51
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 10,000-19999	RN-ETP-C-019999-USP3Y	$ 92.34	$ 80.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 10,000-19999	RN-ETP-C-019999-USP4Y	$ 123.12	$ 107.11
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 10,000-19999	RN-ETP-C-019999-USP5Y	$ 153.90	$ 133.89
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 20,000-49999	RN-ETP-C-049999-CAG1Y	$ 30.10	$ 26.19
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 20,000-49999	RN-ETP-C-049999-CAG2Y	$ 60.20	$ 52.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 20,000-49999	RN-ETP-C-049999-CAG3Y	$ 81.27	$ 70.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 20,000-49999	RN-ETP-C-049999-CAG4Y	$ 108.36	$ 94.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 20,000-49999	RN-ETP-C-049999-CAG5Y	$ 135.45	$ 117.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 20,000-49999	RN-ETP-C-049999-CAP1Y	$ 31.38	$ 27.30
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 20,000-49999	RN-ETP-C-049999-CAP2Y	$ 62.76	$ 54.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 20,000-49999	RN-ETP-C-049999-CAP3Y	$ 84.73	$ 73.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 20,000-49999	RN-ETP-C-049999-CAP4Y	$ 112.97	$ 98.28
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 20,000-49999	RN-ETP-C-049999-CAP5Y	$ 141.21	$ 122.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 20,000-49999	RN-ETP-C-049999-PPL1Y	$ 31.38	$ 27.30
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 20,000-49999	RN-ETP-C-049999-PPL2Y	$ 62.76	$ 54.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 20,000-49999	RN-ETP-C-049999-PPL3Y	$ 84.73	$ 73.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 20,000-49999	RN-ETP-C-049999-PPL4Y	$ 112.97	$ 98.28
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 20,000-49999	RN-ETP-C-049999-PPL5Y	$ 141.21	$ 122.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 20,000-49999	RN-ETP-C-049999-PTM1Y	$ 30.10	$ 26.19
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 20,000-49999	RN-ETP-C-049999-PTM2Y	$ 60.20	$ 52.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 20,000-49999	RN-ETP-C-049999-PTM3Y	$ 81.27	$ 70.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 20,000-49999	RN-ETP-C-049999-PTM4Y	$ 108.36	$ 94.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 20,000-49999	RN-ETP-C-049999-PTM5Y	$ 135.45	$ 117.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 20,000-49999	RN-ETP-C-049999-USG1Y	$ 30.10	$ 26.19
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 20,000-49999	RN-ETP-C-049999-USG2Y	$ 60.20	$ 52.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 20,000-49999	RN-ETP-C-049999-USG3Y	$ 81.27	$ 70.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 20,000-49999	RN-ETP-C-049999-USG4Y	$ 108.36	$ 94.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 20,000-49999	RN-ETP-C-049999-USG5Y	$ 135.45	$ 117.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 20,000-49999	RN-ETP-C-049999-USP1Y	$ 31.38	$ 27.30
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 20,000-49999	RN-ETP-C-049999-USP2Y	$ 62.76	$ 54.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 20,000-49999	RN-ETP-C-049999-USP3Y	$ 84.73	$ 73.72

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 20,000-49999	RN-ETP-C-049999-USP4Y	$ 112.97	$ 98.28
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 20,000-49999	RN-ETP-C-049999-USP5Y	$ 141.21	$ 122.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 50,000-74999	RN-ETP-C-074999-CAG1Y	$ 27.55	$ 23.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 50,000-74999	RN-ETP-C-074999-CAG2Y	$ 55.10	$ 47.94
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 50,000-74999	RN-ETP-C-074999-CAG3Y	$ 74.39	$ 64.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 50,000-74999	RN-ETP-C-074999-CAG4Y	$ 99.18	$ 86.29
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 50,000-74999	RN-ETP-C-074999-CAG5Y	$ 123.98	$ 107.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 50,000-74999	RN-ETP-C-074999-CAP1Y	$ 28.72	$ 24.99
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 50,000-74999	RN-ETP-C-074999-CAP2Y	$ 57.44	$ 49.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 50,000-74999	RN-ETP-C-074999-CAP3Y	$ 77.54	$ 67.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 50,000-74999	RN-ETP-C-074999-CAP4Y	$ 103.39	$ 89.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 50,000-74999	RN-ETP-C-074999-CAP5Y	$ 129.24	$ 112.44
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 50,000-74999	RN-ETP-C-074999-PPL1Y	$ 28.72	$ 24.99
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 50,000-74999	RN-ETP-C-074999-PPL2Y	$ 57.44	$ 49.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 50,000-74999	RN-ETP-C-074999-PPL3Y	$ 77.54	$ 67.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 50,000-74999	RN-ETP-C-074999-PPL4Y	$ 103.39	$ 89.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 50,000-74999	RN-ETP-C-074999-PPL5Y	$ 129.24	$ 112.44
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 50,000-74999	RN-ETP-C-074999-PTM1Y	$ 27.55	$ 23.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 50,000-74999	RN-ETP-C-074999-PTM2Y	$ 55.10	$ 47.94
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 50,000-74999	RN-ETP-C-074999-PTM3Y	$ 74.39	$ 64.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 50,000-74999	RN-ETP-C-074999-PTM4Y	$ 99.18	$ 86.29
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 50,000-74999	RN-ETP-C-074999-PTM5Y	$ 123.98	$ 107.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 50,000-74999	RN-ETP-C-074999-USG1Y	$ 27.55	$ 23.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 50,000-74999	RN-ETP-C-074999-USG2Y	$ 55.10	$ 47.94
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 50,000-74999	RN-ETP-C-074999-USG3Y	$ 74.39	$ 64.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 50,000-74999	RN-ETP-C-074999-USG4Y	$ 99.18	$ 86.29
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 50,000-74999	RN-ETP-C-074999-USG5Y	$ 123.98	$ 107.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 50,000-74999	RN-ETP-C-074999-USP1Y	$ 28.72	$ 24.99
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 50,000-74999	RN-ETP-C-074999-USP2Y	$ 57.44	$ 49.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 50,000-74999	RN-ETP-C-074999-USP3Y	$ 77.54	$ 67.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 50,000-74999	RN-ETP-C-074999-USP4Y	$ 103.39	$ 89.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 50,000-74999	RN-ETP-C-074999-USP5Y	$ 129.24	$ 112.44
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 75,000-99999	RN-ETP-C-099999-CAG1Y	$ 24.44	$ 21.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 75,000-99999	RN-ETP-C-099999-CAG2Y	$ 48.88	$ 42.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 75,000-99999	RN-ETP-C-099999-CAG3Y	$ 65.99	$ 57.41
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 75,000-99999	RN-ETP-C-099999-CAG4Y	$ 87.98	$ 76.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 75,000-99999	RN-ETP-C-099999-CAG5Y	$ 109.98	$ 95.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 75,000-99999	RN-ETP-C-099999-CAP1Y	$ 25.48	$ 22.17
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 75,000-99999	RN-ETP-C-099999-CAP2Y	$ 50.96	$ 44.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 75,000-99999	RN-ETP-C-099999-CAP3Y	$ 68.80	$ 59.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 75,000-99999	RN-ETP-C-099999-CAP4Y	$ 91.73	$ 79.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 75,000-99999	RN-ETP-C-099999-CAP5Y	$ 114.66	$ 99.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 75,000-99999	RN-ETP-C-099999-PPL1Y	$ 25.48	$ 22.17
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 75,000-99999	RN-ETP-C-099999-PPL2Y	$ 50.96	$ 44.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 75,000-99999	RN-ETP-C-099999-PPL3Y	$ 68.80	$ 59.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 75,000-99999	RN-ETP-C-099999-PPL4Y	$ 91.73	$ 79.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 75,000-99999	RN-ETP-C-099999-PPL5Y	$ 114.66	$ 99.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 75,000-99999	RN-ETP-C-099999-PTM1Y	$ 24.44	$ 21.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 75,000-99999	RN-ETP-C-099999-PTM2Y	$ 48.88	$ 42.53

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 75,000-99999	RN-ETP-C-099999-PTM3Y	$ 65.99	$ 57.41
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 75,000-99999	RN-ETP-C-099999-PTM4Y	$ 87.98	$ 76.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 75,000-99999	RN-ETP-C-099999-PTM5Y	$ 109.98	$ 95.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 75,000-99999	RN-ETP-C-099999-USG1Y	$ 24.44	$ 21.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 75,000-99999	RN-ETP-C-099999-USG2Y	$ 48.88	$ 42.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 75,000-99999	RN-ETP-C-099999-USG3Y	$ 65.99	$ 57.41
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 75,000-99999	RN-ETP-C-099999-USG4Y	$ 87.98	$ 76.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 75,000-99999	RN-ETP-C-099999-USG5Y	$ 109.98	$ 95.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 75,000-99999	RN-ETP-C-099999-USP1Y	$ 25.48	$ 22.17
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 75,000-99999	RN-ETP-C-099999-USP2Y	$ 50.96	$ 44.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 75,000-99999	RN-ETP-C-099999-USP3Y	$ 68.80	$ 59.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 75,000-99999	RN-ETP-C-099999-USP4Y	$ 91.73	$ 79.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 75,000-99999	RN-ETP-C-099999-USP5Y	$ 114.66	$ 99.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 100,000-199999	RN-ETP-C-199999-CAG1Y	$ 20.84	$ 18.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 100,000-199999	RN-ETP-C-199999-CAG2Y	$ 41.68	$ 36.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 100,000-199999	RN-ETP-C-199999-CAG3Y	$ 56.27	$ 48.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 100,000-199999	RN-ETP-C-199999-CAG4Y	$ 75.02	$ 65.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 100,000-199999	RN-ETP-C-199999-CAG5Y	$ 93.78	$ 81.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 100,000-199999	RN-ETP-C-199999-CAP1Y	$ 21.72	$ 18.90
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 100,000-199999	RN-ETP-C-199999-CAP2Y	$ 43.44	$ 37.79
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 100,000-199999	RN-ETP-C-199999-CAP3Y	$ 58.64	$ 51.02
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 100,000-199999	RN-ETP-C-199999-CAP4Y	$ 78.19	$ 68.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 100,000-199999	RN-ETP-C-199999-CAP5Y	$ 97.74	$ 85.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 100,000-199999	RN-ETP-C-199999-PPL1Y	$ 21.72	$ 18.90
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 100,000-199999	RN-ETP-C-199999-PPL2Y	$ 43.44	$ 37.79
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 100,000-199999	RN-ETP-C-199999-PPL3Y	$ 58.64	$ 51.02
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 100,000-199999	RN-ETP-C-199999-PPL4Y	$ 78.19	$ 68.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 100,000-199999	RN-ETP-C-199999-PPL5Y	$ 97.74	$ 85.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 100,000-199999	RN-ETP-C-199999-PTM1Y	$ 20.84	$ 18.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 100,000-199999	RN-ETP-C-199999-PTM2Y	$ 41.68	$ 36.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 100,000-199999	RN-ETP-C-199999-PTM3Y	$ 56.27	$ 48.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 100,000-199999	RN-ETP-C-199999-PTM4Y	$ 75.02	$ 65.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 100,000-199999	RN-ETP-C-199999-PTM5Y	$ 93.78	$ 81.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 100,000-199999	RN-ETP-C-199999-USG1Y	$ 20.84	$ 18.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 100,000-199999	RN-ETP-C-199999-USG2Y	$ 41.68	$ 36.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 100,000-199999	RN-ETP-C-199999-USG3Y	$ 56.27	$ 48.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 100,000-199999	RN-ETP-C-199999-USG4Y	$ 75.02	$ 65.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 100,000-199999	RN-ETP-C-199999-USG5Y	$ 93.78	$ 81.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 100,000-199999	RN-ETP-C-199999-USP1Y	$ 21.72	$ 18.90
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 100,000-199999	RN-ETP-C-199999-USP2Y	$ 43.44	$ 37.79
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 100,000-199999	RN-ETP-C-199999-USP3Y	$ 58.64	$ 51.02
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 100,000-199999	RN-ETP-C-199999-USP4Y	$ 78.19	$ 68.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 100,000-199999	RN-ETP-C-199999-USP5Y	$ 97.74	$ 85.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 200,000+	RN-ETP-C-200000+CAG1Y	$ 19.50	$ 16.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 200,000+	RN-ETP-C-200000+CAG2Y	$ 39.00	$ 33.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 200,000+	RN-ETP-C-200000+CAG3Y	$ 52.65	$ 45.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 200,000+	RN-ETP-C-200000+CAG4Y	$ 70.20	$ 61.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 200,000+	RN-ETP-C-200000+CAG5Y	$ 87.75	$ 76.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 200,000+	RN-ETP-C-200000+CAP1Y	$ 20.33	$ 17.69

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 200,000+	RN-ETP-C-200000+CAP2Y	$ 40.66	$ 35.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 200,000+	RN-ETP-C-200000+CAP3Y	$ 54.89	$ 47.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 200,000+	RN-ETP-C-200000+CAP4Y	$ 73.19	$ 63.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 200,000+	RN-ETP-C-200000+CAP5Y	$ 91.49	$ 79.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 200,000+	RN-ETP-C-200000+PPL1Y	$ 20.33	$ 17.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 200,000+	RN-ETP-C-200000+PPL2Y	$ 40.66	$ 35.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 200,000+	RN-ETP-C-200000+PPL3Y	$ 54.89	$ 47.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 200,000+	RN-ETP-C-200000+PPL4Y	$ 73.19	$ 63.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 200,000+	RN-ETP-C-200000+PPL5Y	$ 91.49	$ 79.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 200,000+	RN-ETP-C-200000+PTM1Y	$ 19.50	$ 16.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 200,000+	RN-ETP-C-200000+PTM2Y	$ 39.00	$ 33.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 200,000+	RN-ETP-C-200000+PTM3Y	$ 52.65	$ 45.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 200,000+	RN-ETP-C-200000+PTM4Y	$ 70.20	$ 61.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 200,000+	RN-ETP-C-200000+PTM5Y	$ 87.75	$ 76.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 200,000+	RN-ETP-C-200000+USG1Y	$ 19.50	$ 16.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 200,000+	RN-ETP-C-200000+USG2Y	$ 39.00	$ 33.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 200,000+	RN-ETP-C-200000+USG3Y	$ 52.65	$ 45.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 200,000+	RN-ETP-C-200000+USG4Y	$ 70.20	$ 61.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 200,000+	RN-ETP-C-200000+USG5Y	$ 87.75	$ 76.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 200,000+	RN-ETP-C-200000+USP1Y	$ 20.33	$ 17.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 200,000+	RN-ETP-C-200000+USP2Y	$ 40.66	$ 35.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 200,000+	RN-ETP-C-200000+USP3Y	$ 54.89	$ 47.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 200,000+	RN-ETP-C-200000+USP4Y	$ 73.19	$ 63.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 200,000+	RN-ETP-C-200000+USP5Y	$ 91.49	$ 79.60
FireEye	Online Web Training-30-day access to eLearning, self-paced, course on Email Threat Prevention Cloud Deployment	EDU-OWT-BSC-ETP	$ 295.00	$ 256.65
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 1-249	ETP-000249-PPL1Y	$ 74.52	$ 64.83
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 1-249	ETP-000249-PPL2Y	$ 149.04	$ 129.66
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 1-249	ETP-000249-PPL3Y	$ 201.20	$ 175.04
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 1-249	ETP-000249-PPL4Y	$ 268.27	$ 233.39
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 1-249	ETP-000249-PPL5Y	$ 335.34	$ 291.75
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1-249	ETP-000249-USP1Y	$ 74.52	$ 64.83
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1-249	ETP-000249-USP2Y	$ 149.04	$ 129.66
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1-249	ETP-000249-USP3Y	$ 201.20	$ 175.04
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1-249	ETP-000249-USP4Y	$ 268.27	$ 233.39
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 1-249	ETP-000249-USP5Y	$ 335.34	$ 291.75
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 250-499	ETP-000499-PPL1Y	$ 61.52	$ 53.52
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 250-499	ETP-000499-PPL2Y	$ 123.04	$ 107.04
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 250-499	ETP-000499-PPL3Y	$ 166.10	$ 144.51
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 250-499	ETP-000499-PPL4Y	$ 221.47	$ 192.68
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 250-499	ETP-000499-PPL5Y	$ 276.84	$ 240.85
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 250-499	ETP-000499-USP1Y	$ 61.52	$ 53.52
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 250-499	ETP-000499-USP2Y	$ 123.04	$ 107.04
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 250-499	ETP-000499-USP3Y	$ 166.10	$ 144.51
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 250-499	ETP-000499-USP4Y	$ 221.47	$ 192.68
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 250-499	ETP-000499-USP5Y	$ 276.84	$ 240.85
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 500-749	ETP-000749-PPL1Y	$ 52.77	$ 45.91
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 500-749	ETP-000749-PPL2Y	$ 105.54	$ 91.82
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 500-749	ETP-000749-PPL3Y	$ 142.48	$ 123.96
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 500-749	ETP-000749-PPL4Y	$ 189.97	$ 165.27

FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 500-749	ETP-000749-PPL5Y	$ 237.47	$ 206.60
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 500-749	ETP-000749-USP1Y	$ 52.77	$ 45.91
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 500-749	ETP-000749-USP2Y	$ 105.54	$ 91.82
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 500-749	ETP-000749-USP3Y	$ 142.48	$ 123.96
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 500-749	ETP-000749-USP4Y	$ 189.97	$ 165.27
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 500-749	ETP-000749-USP5Y	$ 237.47	$ 206.60
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 750-999	ETP-000999-PPL1Y	$ 44.32	$ 38.56
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 750-999	ETP-000999-PPL2Y	$ 88.64	$ 77.12
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 750-999	ETP-000999-PPL3Y	$ 119.66	$ 104.10
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 750-999	ETP-000999-PPL4Y	$ 159.55	$ 138.81
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 750-999	ETP-000999-PPL5Y	$ 199.44	$ 173.51
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 750-999	ETP-000999-USP1Y	$ 44.32	$ 38.56
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 750-999	ETP-000999-USP2Y	$ 88.64	$ 77.12
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 750-999	ETP-000999-USP3Y	$ 119.66	$ 104.10
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 750-999	ETP-000999-USP4Y	$ 159.55	$ 138.81
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 750-999	ETP-000999-USP5Y	$ 199.44	$ 173.51
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 1,000-1999	ETP-001999-PPL1Y	$ 40.20	$ 34.97
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 1,000-1999	ETP-001999-PPL2Y	$ 80.40	$ 69.95
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 1,000-1999	ETP-001999-PPL3Y	$ 108.54	$ 94.43
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 1,000-1999	ETP-001999-PPL4Y	$ 144.72	$ 125.91
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 1,000-1999	ETP-001999-PPL5Y	$ 180.90	$ 157.38
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1,000-1999	ETP-001999-USP1Y	$ 40.20	$ 34.97
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1,000-1999	ETP-001999-USP2Y	$ 80.40	$ 69.95
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1,000-1999	ETP-001999-USP3Y	$ 108.54	$ 94.43
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1,000-1999	ETP-001999-USP4Y	$ 144.72	$ 125.91
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 1,000-1999	ETP-001999-USP5Y	$ 180.90	$ 157.38
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 2,000-4999	ETP-004999-PPL1Y	$ 36.59	$ 31.83
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 2,000-4999	ETP-004999-PPL2Y	$ 73.18	$ 63.67
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 2,000-4999	ETP-004999-PPL3Y	$ 98.79	$ 85.95
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 2,000-4999	ETP-004999-PPL4Y	$ 131.72	$ 114.60
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 2,000-4999	ETP-004999-PPL5Y	$ 164.66	$ 143.25
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 2,000-4999	ETP-004999-USP1Y	$ 36.59	$ 31.83
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 2,000-4999	ETP-004999-USP2Y	$ 73.18	$ 63.67
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 2,000-4999	ETP-004999-USP3Y	$ 98.79	$ 85.95
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 2,000-4999	ETP-004999-USP4Y	$ 131.72	$ 114.60
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 2,000-4999	ETP-004999-USP5Y	$ 164.66	$ 143.25
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 5,000-9999	ETP-009999-PPL1Y	$ 32.59	$ 28.35
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 5,000-9999	ETP-009999-PPL2Y	$ 65.18	$ 56.71
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 5,000-9999	ETP-009999-PPL3Y	$ 87.99	$ 76.55
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 5,000-9999	ETP-009999-PPL4Y	$ 117.32	$ 102.07
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 5,000-9999	ETP-009999-PPL5Y	$ 146.66	$ 127.59
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 5,000-9999	ETP-009999-USP1Y	$ 32.59	$ 28.35
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 5,000-9999	ETP-009999-USP2Y	$ 65.18	$ 56.71
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 5,000-9999	ETP-009999-USP3Y	$ 87.99	$ 76.55
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 5,000-9999	ETP-009999-USP4Y	$ 117.32	$ 102.07
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 5,000-9999	ETP-009999-USP5Y	$ 146.66	$ 127.59
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 10,000-19999	ETP-019999-PPL1Y	$ 28.13	$ 24.47
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 10,000-19999	ETP-019999-PPL2Y	$ 56.26	$ 48.95
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 10,000-19999	ETP-019999-PPL3Y	$ 75.95	$ 66.08

FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 10,000-19999	ETP-019999-PPL4Y	$ 101.27	$ 88.10
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 10,000-19999	ETP-019999-PPL5Y	$ 126.59	$ 110.13
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 10,000-19999	ETP-019999-USP1Y	$ 28.13	$ 24.47
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 10,000-19999	ETP-019999-USP2Y	$ 56.26	$ 48.95
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 10,000-19999	ETP-019999-USP3Y	$ 75.95	$ 66.08
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 10,000-19999	ETP-019999-USP4Y	$ 101.27	$ 88.10
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 10,000-19999	ETP-019999-USP5Y	$ 126.59	$ 110.13
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 20,000-49999	ETP-049999-PPL1Y	$ 26.53	$ 23.08
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 20,000-49999	ETP-049999-PPL2Y	$ 53.06	$ 46.16
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 20,000-49999	ETP-049999-PPL3Y	$ 71.63	$ 62.32
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 20,000-49999	ETP-049999-PPL4Y	$ 95.51	$ 83.09
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 20,000-49999	ETP-049999-PPL5Y	$ 119.39	$ 103.87
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 20,000-49999	ETP-049999-USP1Y	$ 26.53	$ 23.08
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 20,000-49999	ETP-049999-USP2Y	$ 53.06	$ 46.16
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 20,000-49999	ETP-049999-USP3Y	$ 71.63	$ 62.32
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 20,000-49999	ETP-049999-USP4Y	$ 95.51	$ 83.09
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 20,000-49999	ETP-049999-USP5Y	$ 119.39	$ 103.87
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 50,000-74999	ETP-074999-PPL1Y	$ 23.96	$ 20.85
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 50,000-74999	ETP-074999-PPL2Y	$ 47.92	$ 41.69
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 50,000-74999	ETP-074999-PPL3Y	$ 64.69	$ 56.28
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 50,000-74999	ETP-074999-PPL4Y	$ 86.26	$ 75.05
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 50,000-74999	ETP-074999-PPL5Y	$ 107.82	$ 93.80
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 50,000-74999	ETP-074999-USP1Y	$ 23.96	$ 20.85
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 50,000-74999	ETP-074999-USP2Y	$ 47.92	$ 41.69
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 50,000-74999	ETP-074999-USP3Y	$ 64.69	$ 56.28
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 50,000-74999	ETP-074999-USP4Y	$ 86.26	$ 75.05
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 50,000-74999	ETP-074999-USP5Y	$ 107.82	$ 93.80
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 75,000-99999	ETP-099999-PPL1Y	$ 20.72	$ 18.03
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 75,000-99999	ETP-099999-PPL2Y	$ 41.44	$ 36.05
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 75,000-99999	ETP-099999-PPL3Y	$ 55.94	$ 48.67
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 75,000-99999	ETP-099999-PPL4Y	$ 74.59	$ 64.89
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 75,000-99999	ETP-099999-PPL5Y	$ 93.24	$ 81.12
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 75,000-99999	ETP-099999-USP1Y	$ 20.72	$ 18.03
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 75,000-99999	ETP-099999-USP2Y	$ 41.44	$ 36.05
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 75,000-99999	ETP-099999-USP3Y	$ 55.94	$ 48.67
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 75,000-99999	ETP-099999-USP4Y	$ 74.59	$ 64.89
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 75,000-99999	ETP-099999-USP5Y	$ 93.24	$ 81.12
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 100,000-199999	ETP-199999-PPL1Y	$ 18.22	$ 15.85
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 100,000-199999	ETP-199999-PPL2Y	$ 36.44	$ 31.70
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 100,000-199999	ETP-199999-PPL3Y	$ 49.19	$ 42.80
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 100,000-199999	ETP-199999-PPL4Y	$ 65.59	$ 57.06
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 100,000-199999	ETP-199999-PPL5Y	$ 81.99	$ 71.33
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 100,000-199999	ETP-199999-USP1Y	$ 18.22	$ 15.85
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 100,000-199999	ETP-199999-USP2Y	$ 36.44	$ 31.70
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 100,000-199999	ETP-199999-USP3Y	$ 49.19	$ 42.80
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 100,000-199999	ETP-199999-USP4Y	$ 65.59	$ 57.06
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 100,000-199999	ETP-199999-USP5Y	$ 81.99	$ 71.33
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 200,000+	ETP-200000+PPL1Y	$ 17.20	$ 14.96
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 200,000+	ETP-200000+PPL2Y	$ 34.40	$ 29.93

FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 200,000+	ETP-200000+PPL3Y	$ 46.44	$ 40.40
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 200,000+	ETP-200000+PPL4Y	$ 61.92	$ 53.87
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 200,000+	ETP-200000+PPL5Y	$ 77.40	$ 67.34
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 200,000+	ETP-200000+USP1Y	$ 17.20	$ 14.96
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 200,000+	ETP-200000+USP2Y	$ 34.40	$ 29.93
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 200,000+	ETP-200000+USP3Y	$ 46.44	$ 40.40
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 200,000+	ETP-200000+USP4Y	$ 61.92	$ 53.87
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 200,000+	ETP-200000+USP5Y	$ 77.40	$ 67.34
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 1-249	RN-ETP-000249-PPL1Y	$ 74.52	$ 64.83
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 1-249	RN-ETP-000249-PPL2Y	$ 149.04	$ 129.66
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 1-249	RN-ETP-000249-PPL3Y	$ 201.20	$ 175.04
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 1-249	RN-ETP-000249-PPL4Y	$ 268.27	$ 233.39
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1-249	RN-ETP-000249-USP1Y	$ 74.52	$ 64.83
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1-249	RN-ETP-000249-USP2Y	$ 149.04	$ 129.66
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1-249	RN-ETP-000249-USP3Y	$ 201.20	$ 175.04
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1-249	RN-ETP-000249-USP4Y	$ 268.27	$ 233.39
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 250-499	RN-ETP-000499-PPL1Y	$ 61.52	$ 53.52
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 250-499	RN-ETP-000499-PPL2Y	$ 123.04	$ 107.04
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 250-499	RN-ETP-000499-PPL3Y	$ 166.10	$ 144.51
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 250-499	RN-ETP-000499-PPL4Y	$ 221.47	$ 192.68
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 250-499	RN-ETP-000499-USP1Y	$ 61.52	$ 53.52
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 250-499	RN-ETP-000499-USP2Y	$ 123.04	$ 107.04
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 250-499	RN-ETP-000499-USP3Y	$ 166.10	$ 144.51
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 250-499	RN-ETP-000499-USP4Y	$ 221.47	$ 192.68
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 500-749	RN-ETP-000749-PPL1Y	$ 52.77	$ 45.91
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 500-749	RN-ETP-000749-PPL2Y	$ 105.54	$ 91.82
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 500-749	RN-ETP-000749-PPL3Y	$ 142.48	$ 123.96
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 500-749	RN-ETP-000749-PPL4Y	$ 189.97	$ 165.27
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 500-749	RN-ETP-000749-USP1Y	$ 52.77	$ 45.91
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 500-749	RN-ETP-000749-USP2Y	$ 105.54	$ 91.82
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 500-749	RN-ETP-000749-USP3Y	$ 142.48	$ 123.96
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 500-749	RN-ETP-000749-USP4Y	$ 189.97	$ 165.27
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 750-999	RN-ETP-000999-PPL1Y	$ 44.32	$ 38.56
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 750-999	RN-ETP-000999-PPL2Y	$ 88.64	$ 77.12
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 750-999	RN-ETP-000999-PPL3Y	$ 119.66	$ 104.10
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 750-999	RN-ETP-000999-PPL4Y	$ 159.55	$ 138.81
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 750-999	RN-ETP-000999-USP1Y	$ 44.32	$ 38.56
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 750-999	RN-ETP-000999-USP2Y	$ 88.64	$ 77.12
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 750-999	RN-ETP-000999-USP3Y	$ 119.66	$ 104.10
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 750-999	RN-ETP-000999-USP4Y	$ 159.55	$ 138.81
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 1,000-1999	RN-ETP-001999-PPL1Y	$ 40.20	$ 34.97
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 1,000-1999	RN-ETP-001999-PPL2Y	$ 80.40	$ 69.95
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 1,000-1999	RN-ETP-001999-PPL3Y	$ 108.54	$ 94.43
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 1,000-1999	RN-ETP-001999-PPL4Y	$ 144.72	$ 125.91
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1,000-1999	RN-ETP-001999-USP1Y	$ 40.20	$ 34.97
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1,000-1999	RN-ETP-001999-USP2Y	$ 80.40	$ 69.95
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1,000-1999	RN-ETP-001999-USP3Y	$ 108.54	$ 94.43
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1,000-1999	RN-ETP-001999-USP4Y	$ 144.72	$ 125.91
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 2,000-4999	RN-ETP-004999-PPL1Y	$ 36.59	$ 31.83

FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 2,000-4999	RN-ETP-004999-PPL2Y	$ 73.18	$ 63.67
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 2,000-4999	RN-ETP-004999-PPL3Y	$ 98.79	$ 85.95
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 2,000-4999	RN-ETP-004999-PPL4Y	$ 131.72	$ 114.60
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 2,000-4999	RN-ETP-004999-USP1Y	$ 36.59	$ 31.83
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 2,000-4999	RN-ETP-004999-USP2Y	$ 73.18	$ 63.67
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 2,000-4999	RN-ETP-004999-USP3Y	$ 98.79	$ 85.95
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 2,000-4999	RN-ETP-004999-USP4Y	$ 131.72	$ 114.60
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 5,000-9999	RN-ETP-009999-PPL1Y	$ 32.59	$ 28.35
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 5,000-9999	RN-ETP-009999-PPL2Y	$ 65.18	$ 56.71
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 5,000-9999	RN-ETP-009999-PPL3Y	$ 87.99	$ 76.55
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 5,000-9999	RN-ETP-009999-PPL4Y	$ 117.32	$ 102.07
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 5,000-9999	RN-ETP-009999-USP1Y	$ 32.59	$ 28.35
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 5,000-9999	RN-ETP-009999-USP2Y	$ 65.18	$ 56.71
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 5,000-9999	RN-ETP-009999-USP3Y	$ 87.99	$ 76.55
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 5,000-9999	RN-ETP-009999-USP4Y	$ 117.32	$ 102.07
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 10,000-19999	RN-ETP-019999-PPL1Y	$ 28.13	$ 24.47
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 10,000-19999	RN-ETP-019999-PPL2Y	$ 56.26	$ 48.95
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 10,000-19999	RN-ETP-019999-PPL3Y	$ 75.95	$ 66.08
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 10,000-19999	RN-ETP-019999-PPL4Y	$ 101.27	$ 88.10
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 10,000-19999	RN-ETP-019999-USP1Y	$ 28.13	$ 24.47
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 10,000-19999	RN-ETP-019999-USP2Y	$ 56.26	$ 48.95
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 10,000-19999	RN-ETP-019999-USP3Y	$ 75.95	$ 66.08
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 10,000-19999	RN-ETP-019999-USP4Y	$ 101.27	$ 88.10
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 20,000-49999	RN-ETP-049999-PPL1Y	$ 26.53	$ 23.08
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 20,000-49999	RN-ETP-049999-PPL2Y	$ 53.06	$ 46.16
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 20,000-49999	RN-ETP-049999-PPL3Y	$ 71.63	$ 62.32
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 20,000-49999	RN-ETP-049999-PPL4Y	$ 95.51	$ 83.09
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 20,000-49999	RN-ETP-049999-USP1Y	$ 26.53	$ 23.08
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 20,000-49999	RN-ETP-049999-USP2Y	$ 53.06	$ 46.16
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 20,000-49999	RN-ETP-049999-USP3Y	$ 71.63	$ 62.32
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 20,000-49999	RN-ETP-049999-USP4Y	$ 95.51	$ 83.09
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 50,000-74999	RN-ETP-074999-PPL1Y	$ 23.96	$ 20.85
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 50,000-74999	RN-ETP-074999-PPL2Y	$ 47.92	$ 41.69
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 50,000-74999	RN-ETP-074999-PPL3Y	$ 64.69	$ 56.28
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 50,000-74999	RN-ETP-074999-PPL4Y	$ 86.26	$ 75.05
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 50,000-74999	RN-ETP-074999-USP1Y	$ 23.96	$ 20.85
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 50,000-74999	RN-ETP-074999-USP2Y	$ 47.92	$ 41.69
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 50,000-74999	RN-ETP-074999-USP3Y	$ 64.69	$ 56.28
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 50,000-74999	RN-ETP-074999-USP4Y	$ 86.26	$ 75.05
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 75,000-99999	RN-ETP-099999-PPL1Y	$ 20.72	$ 18.03
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 75,000-99999	RN-ETP-099999-PPL2Y	$ 41.44	$ 36.05
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 75,000-99999	RN-ETP-099999-PPL3Y	$ 55.94	$ 48.67
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 75,000-99999	RN-ETP-099999-PPL4Y	$ 74.59	$ 64.89
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 75,000-99999	RN-ETP-099999-USP1Y	$ 20.72	$ 18.03
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 75,000-99999	RN-ETP-099999-USP2Y	$ 41.44	$ 36.05
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 75,000-99999	RN-ETP-099999-USP3Y	$ 55.94	$ 48.67
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 75,000-99999	RN-ETP-099999-USP4Y	$ 74.59	$ 64.89
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 100,000-199999	RN-ETP-199999-PPL1Y	$ 18.22	$ 15.85
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 100,000-199999	RN-ETP-199999-PPL2Y	$ 36.44	$ 31.70

FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 100,000-199999	RN-ETP-199999-PPL3Y	$ 49.19	$ 42.80
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 100,000-199999	RN-ETP-199999-PPL4Y	$ 65.59	$ 57.06
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 100,000-199999	RN-ETP-199999-USP1Y	$ 18.22	$ 15.85
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 100,000-199999	RN-ETP-199999-USP2Y	$ 36.44	$ 31.70
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 100,000-199999	RN-ETP-199999-USP3Y	$ 49.19	$ 42.80
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 100,000-199999	RN-ETP-199999-USP4Y	$ 65.59	$ 57.06
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 200,000+	RN-ETP-200000+PPL1Y	$ 17.20	$ 14.96
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 200,000+	RN-ETP-200000+PPL2Y	$ 34.40	$ 29.93
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 200,000+	RN-ETP-200000+PPL3Y	$ 46.44	$ 40.40
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 200,000+	RN-ETP-200000+PPL4Y	$ 61.92	$ 53.87
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 200,000+	RN-ETP-200000+USP1Y	$ 17.20	$ 14.96
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 200,000+	RN-ETP-200000+USP2Y	$ 34.40	$ 29.93
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 200,000+	RN-ETP-200000+USP3Y	$ 46.44	$ 40.40
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 200,000+	RN-ETP-200000+USP4Y	$ 61.92	$ 53.87
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 1-249	RN-ETP-000249-PTM2Y	$ 116.64	$ 101.48
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 1-249	RN-ETP-000249-USG2Y	$ 116.64	$ 101.48
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 250-499	RN-ETP-000499-PTM2Y	$ 96.30	$ 83.78
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 250-499	RN-ETP-000499-USG2Y	$ 96.30	$ 83.78
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 500-749	RN-ETP-000749-PTM2Y	$ 82.60	$ 71.86
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 500-749	RN-ETP-000749-USG2Y	$ 82.60	$ 71.86
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 750-999	RN-ETP-000999-PTM2Y	$ 69.38	$ 60.36
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 750-999	RN-ETP-000999-USG2Y	$ 69.38	$ 60.36
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 1,000-1999	RN-ETP-001999-PTM2Y	$ 62.92	$ 54.74
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 1,000-1999	RN-ETP-001999-USG2Y	$ 62.92	$ 54.74
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 2,000-4999	RN-ETP-004999-PTM2Y	$ 57.28	$ 49.83
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 2,000-4999	RN-ETP-004999-USG2Y	$ 57.28	$ 49.83
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 5,000-9999	RN-ETP-009999-PTM2Y	$ 51.02	$ 44.39
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 5,000-9999	RN-ETP-009999-USG2Y	$ 51.02	$ 44.39
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 10,000-19999	RN-ETP-019999-PTM2Y	$ 44.04	$ 38.31
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 10,000-19999	RN-ETP-019999-USG2Y	$ 44.04	$ 38.31
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 20,000-49999	RN-ETP-049999-PTM2Y	$ 41.52	$ 36.12
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 20,000-49999	RN-ETP-049999-USG2Y	$ 41.52	$ 36.12
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 50,000-74999	RN-ETP-074999-PTM2Y	$ 37.50	$ 32.63
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 50,000-74999	RN-ETP-074999-USG2Y	$ 37.50	$ 32.63
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 75,000-99999	RN-ETP-099999-PTM2Y	$ 32.44	$ 28.22
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 75,000-99999	RN-ETP-099999-USG2Y	$ 32.44	$ 28.22
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 100,000-199999	RN-ETP-199999-PTM2Y	$ 28.52	$ 24.81
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 100,000-199999	RN-ETP-199999-USG2Y	$ 28.52	$ 24.81
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 200,000+	RN-ETP-200000+PTM2Y	$ 26.92	$ 23.42
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 200,000+	RN-ETP-200000+USG2Y	$ 26.92	$ 23.42
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Platinum Support 1 Year	ETP-C-PROMO-PTM1Y	$ 25.00	$ 21.75
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Plat Prio Plus Support 1 Year	ETP-C-PROMO-PPL1Y	$ 26.06	$ 22.67
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov CA 1 Year	ETP-C-PROMO-CAG1Y	$ 25.00	$ 21.75
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov CA Plat Prio Plus 1 Year	ETP-C-PROMO-CAP1Y	$ 26.06	$ 22.67
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov US 1 Year	ETP-C-PROMO-USG1Y	$ 25.00	$ 21.75
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov US Plat Prio Plus 1 Year	ETP-C-PROMO-USP1Y	$ 26.06	$ 22.67
FireEye	Professional services custom SKU	PS-OS-CUST	Call for quote	#VALUE!
FireEye	Onsite professional services - includes FTE for 5 days a week for 6 months of services - No travel included - if travel is required please include travel SKU.	PS-OS-LTSER	$ 192,000.00	$ 174,720.00
FireEye	Onsite professional services - includes 40 hrs of services, 4 hrs of proj mgmt AND travel expenses within country. Any travel out of country will require th	PS-OS-T	$ 15,040.00	$ 13,686.40

FireEye	Professional services travel SKU	PS-OS-TRAVEL	$ 500.00	$ 455.00
FireEye	Online Web Training-FireEye Product Overview	EDU-OWT-BSC-OV	$ -	$ -
FireEye	Managed Defense Continuous Vigilance 1 Year 1-249	MDCV-002491Y	$ 1,296.00	$ 1,127.52
FireEye	Managed Defense Continuous Vigilance 2 Year 1-249	MDCV-002492Y	$ 2,592.00	$ 2,255.04
FireEye	Managed Defense Continuous Vigilance 3 Year 1-249	MDCV-002493Y	$ 3,888.00	$ 3,382.56
FireEye	Managed Defense Continuous Vigilance 4 Year 1-249	MDCV-002494Y	$ 5,184.00	$ 4,510.08
FireEye	Managed Defense Continuous Vigilance 5 Year 1-249	MDCV-002495Y	$ 6,480.00	$ 5,637.60
FireEye	Managed Defense Continuous Vigilance 1 Year 250-499	MDCV-004991Y	$ 656.54	$ 571.19
FireEye	Managed Defense Continuous Vigilance 2 Year 250-499	MDCV-004992Y	$ 1,313.08	$ 1,142.38
FireEye	Threat Analytics Platform-Basic Jumpstart-5 Days	PS-TAP-JS-B	$ 35,000.00	$ 30,450.00
FireEye	EVL Threat Analytics Platform Adv Intel Platinum	EVL-TAP	$ -	$ -
FireEye	Managed Defense Continuous Vigilance 3 Year 250-499	MDCV-004993Y	$ 1,969.62	$ 1,713.57
FireEye	Managed Defense Continuous Vigilance 4 Year 250-499	MDCV-004994Y	$ 2,626.16	$ 2,284.76
FireEye	Managed Defense Continuous Vigilance 5 Year 250-499	MDCV-004995Y	$ 3,282.70	$ 2,855.95
FireEye	Managed Defense Continuous Vigilance 1 Year 500-999	MDCV-009991Y	$ 334.80	$ 291.28
FireEye	Managed Defense Continuous Vigilance 2 Year 500-999	MDCV-009992Y	$ 669.60	$ 582.55
FireEye	Managed Defense Continuous Vigilance 3 Year 500-999	MDCV-009993Y	$ 1,004.40	$ 873.83
FireEye	Managed Defense Continuous Vigilance 4 Year 500-999	MDCV-009994Y	$ 1,339.20	$ 1,165.10
FireEye	Managed Defense Continuous Vigilance 5 Year 500-999	MDCV-009995Y	$ 1,674.00	$ 1,456.38
FireEye	Managed Defense Continuous Vigilance 1 Year 1000-1999	MDCV-019991Y	$ 179.28	$ 155.97
FireEye	Managed Defense Continuous Vigilance 2 Year 1000-1999	MDCV-019992Y	$ 358.56	$ 311.95
FireEye	Managed Defense Continuous Vigilance 3 Year 1000-1999	MDCV-019993Y	$ 537.84	$ 467.92
FireEye	Managed Defense Continuous Vigilance 4 Year 1000-1999	MDCV-019994Y	$ 717.12	$ 623.89
FireEye	Managed Defense Continuous Vigilance 5 Year 1000-1999	MDCV-019995Y	$ 896.40	$ 779.87
FireEye	Managed Defense Continuous Vigilance 1 Year 2000-4999	MDCV-049991Y	$ 79.49	$ 69.16
FireEye	Managed Defense Continuous Vigilance 2 Year 2000-4999	MDCV-049992Y	$ 158.98	$ 138.31
FireEye	Managed Defense Continuous Vigilance 3 Year 2000-4999	MDCV-049993Y	$ 238.47	$ 207.47
FireEye	Managed Defense Continuous Vigilance 4 Year 2000-4999	MDCV-049994Y	$ 317.96	$ 276.63
FireEye	Managed Defense Continuous Vigilance 5 Year 2000-4999	MDCV-049995Y	$ 397.45	$ 345.78
FireEye	Managed Defense Continuous Vigilance 1 Year 5000-9999	MDCV-099991Y	$ 62.64	$ 54.50
FireEye	Managed Defense Continuous Vigilance 2 Year 5000-9999	MDCV-099992Y	$ 125.28	$ 108.99
FireEye	Managed Defense Continuous Vigilance 3 Year 5000-9999	MDCV-099993Y	$ 187.92	$ 163.49
FireEye	Managed Defense Continuous Vigilance 4 Year 5000-9999	MDCV-099994Y	$ 250.56	$ 217.99
FireEye	Managed Defense Continuous Vigilance 5 Year 5000-9999	MDCV-099995Y	$ 313.20	$ 272.48
FireEye	Managed Defense Continuous Vigilance 1 Year 100K-149999	MDCV-1499991Y	$ 23.04	$ 20.04
FireEye	Managed Defense Continuous Vigilance 2 Year 100K-149999	MDCV-1499992Y	$ 46.08	$ 40.09
FireEye	Managed Defense Continuous Vigilance 3 Year 100K-149999	MDCV-1499993Y	$ 69.12	$ 60.13
FireEye	Managed Defense Continuous Vigilance 4 Year 100K-149999	MDCV-1499994Y	$ 92.16	$ 80.18
FireEye	Managed Defense Continuous Vigilance 5 Year 100K-149999	MDCV-1499995Y	$ 115.20	$ 100.22
FireEye	Managed Defense Continuous Vigilance 1 Year 10000-19999	MDCV-199991Y	$ 47.41	$ 41.25
FireEye	Managed Defense Continuous Vigilance 2 Year 10000-19999	MDCV-199992Y	$ 94.82	$ 82.49
FireEye	Managed Defense Continuous Vigilance 3 Year 10000-19999	MDCV-199993Y	$ 142.23	$ 123.74
FireEye	Managed Defense Continuous Vigilance 4 Year 10000-19999	MDCV-199994Y	$ 189.64	$ 164.99
FireEye	Managed Defense Continuous Vigilance 5 Year 10000-19999	MDCV-199995Y	$ 237.05	$ 206.23
FireEye	Managed Defense Continuous Vigilance 1 Year 150,000-199,999	MDCV-1999991Y	$ 18.60	$ 16.18
FireEye	Managed Defense Continuous Vigilance 2 Year 150,000-199,999	MDCV-1999992Y	$ 37.20	$ 32.36
FireEye	Managed Defense Continuous Vigilance 3 Year 150,000-199,999	MDCV-1999993Y	$ 55.80	$ 48.55
FireEye	Managed Defense Continuous Vigilance 4 Year 150,000-199,999	MDCV-1999994Y	$ 74.40	$ 64.73
FireEye	Managed Defense Continuous Vigilance 5 Year 150,000-199,999	MDCV-1999995Y	$ 93.00	$ 80.91

FireEye	Managed Defense Continuous Vigilance 1 Year 200,000+	MDCV-200000+1Y	$ 15.40	$ 13.40
FireEye	Managed Defense Continuous Vigilance 2 Year 200,000+	MDCV-200000+2Y	$ 30.80	$ 26.80
FireEye	Managed Defense Continuous Vigilance 3 Year 200,000+	MDCV-200000+3Y	$ 46.20	$ 40.19
FireEye	Managed Defense Continuous Vigilance 4 Year 200,000+	MDCV-200000+4Y	$ 61.60	$ 53.59
FireEye	Managed Defense Continuous Vigilance 5 Year 200,000+	MDCV-200000+5Y	$ 77.00	$ 66.99
FireEye	Managed Defense Continuous Vigilance 1 Year 20000-39999	MDCV-399991Y	$ 41.00	$ 35.67
FireEye	Managed Defense Continuous Vigilance 2 Year 20000-39999	MDCV-399992Y	$ 82.00	$ 71.34
FireEye	Managed Defense Continuous Vigilance 3 Year 20000-39999	MDCV-399993Y	$ 123.00	$ 107.01
FireEye	Managed Defense Continuous Vigilance 4 Year 20000-39999	MDCV-399994Y	$ 164.00	$ 142.68
FireEye	Managed Defense Continuous Vigilance 5 Year 20000-39999	MDCV-399995Y	$ 205.00	$ 178.35
FireEye	Managed Defense Continuous Vigilance 1 Year 40000-59999	MDCV-599991Y	$ 36.00	$ 31.32
FireEye	Managed Defense Continuous Vigilance 2 Year 40000-59999	MDCV-599992Y	$ 72.00	$ 62.64
FireEye	Managed Defense Continuous Vigilance 3 Year 40000-59999	MDCV-599993Y	$ 108.00	$ 93.96
FireEye	Managed Defense Continuous Vigilance 4 Year 40000-59999	MDCV-599994Y	$ 144.00	$ 125.28
FireEye	Managed Defense Continuous Vigilance 5 Year 40000-59999	MDCV-599995Y	$ 180.00	$ 156.60
FireEye	Managed Defense Continuous Vigilance 1 Year 60000-79999	MDCV-799991Y	$ 30.00	$ 26.10
FireEye	Managed Defense Continuous Vigilance 2 Year 60000-79999	MDCV-799992Y	$ 60.00	$ 52.20
FireEye	Managed Defense Continuous Vigilance 3 Year 60000-79999	MDCV-799993Y	$ 90.00	$ 78.30
FireEye	Managed Defense Continuous Vigilance 4 Year 60000-79999	MDCV-799994Y	$ 120.00	$ 104.40
FireEye	Managed Defense Continuous Vigilance 5 Year 60000-79999	MDCV-799995Y	$ 150.00	$ 130.50
FireEye	Managed Defense Continuous Vigilance 1 Year 80000-99999	MDCV-999991Y	$ 26.72	$ 23.25
FireEye	Managed Defense Continuous Vigilance 2 Year 80000-99999	MDCV-999992Y	$ 53.44	$ 46.49
FireEye	Managed Defense Continuous Vigilance 3 Year 80000-99999	MDCV-999993Y	$ 80.16	$ 69.74
FireEye	Managed Defense Continuous Vigilance 4 Year 80000-99999	MDCV-999994Y	$ 106.88	$ 92.99
FireEye	Managed Defense Continuous Vigilance 5 Year 80000-99999	MDCV-999995Y	$ 133.60	$ 116.23
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 1-249	RN-MDCV-002491Y	$ 1,296.00	$ 1,127.52
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 1-249	RN-MDCV-002492Y	$ 2,592.00	$ 2,255.04
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 1-249	RN-MDCV-002493Y	$ 3,888.00	$ 3,382.56
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 1-249	RN-MDCV-002494Y	$ 5,184.00	$ 4,510.08
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 250-499	RN-MDCV-004991Y	$ 656.64	$ 571.28
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 250-499	RN-MDCV-004992Y	$ 1,313.28	$ 1,142.55
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 250-499	RN-MDCV-004993Y	$ 1,969.92	$ 1,713.83
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 250-499	RN-MDCV-004994Y	$ 2,626.56	$ 2,285.11
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 500-999	RN-MDCV-009991Y	$ 334.80	$ 291.28
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 500-999	RN-MDCV-009992Y	$ 669.60	$ 582.55
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 500-999	RN-MDCV-009993Y	$ 1,004.40	$ 873.83
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 500-999	RN-MDCV-009994Y	$ 1,339.20	$ 1,165.10
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 1000-1999	RN-MDCV-019991Y	$ 179.28	$ 155.97
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 1000-1999	RN-MDCV-019992Y	$ 358.56	$ 311.95
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 1000-1999	RN-MDCV-019993Y	$ 537.84	$ 467.92
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 1000-1999	RN-MDCV-019994Y	$ 717.12	$ 623.89
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 2000-4999	RN-MDCV-049991Y	$ 79.49	$ 69.16
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 2000-4999	RN-MDCV-049992Y	$ 158.98	$ 138.31
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 2000-4999	RN-MDCV-049993Y	$ 238.47	$ 207.47
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 2000-4999	RN-MDCV-049994Y	$ 317.96	$ 276.63
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 5000-9999	RN-MDCV-099991Y	$ 62.64	$ 54.50
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 5000-9999	RN-MDCV-099992Y	$ 125.28	$ 108.99
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 5000-9999	RN-MDCV-099993Y	$ 187.92	$ 163.49
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 5000-9999	RN-MDCV-099994Y	$ 250.56	$ 217.99

FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 100K-149999	RN-MDCV-1499991Y	$ 23.04	$ 20.04
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 100K-149999	RN-MDCV-1499992Y	$ 46.08	$ 40.09
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 100K-149999	RN-MDCV-1499993Y	$ 69.12	$ 60.13
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 100K-149999	RN-MDCV-1499994Y	$ 92.16	$ 80.18
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 10000-19999	RN-MDCV-199991Y	$ 47.41	$ 41.25
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 10000-19999	RN-MDCV-199992Y	$ 94.82	$ 82.49
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 10000-19999	RN-MDCV-199993Y	$ 142.23	$ 123.74
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 10000-19999	RN-MDCV-199994Y	$ 189.64	$ 164.99
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 150,000-199,999	RN-MDCV-1999991Y	$ 18.60	$ 16.18
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 150,000-199,999	RN-MDCV-1999992Y	$ 37.20	$ 32.36
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 150,000-199,999	RN-MDCV-1999993Y	$ 55.80	$ 48.55
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 150,000-199,999	RN-MDCV-1999994Y	$ 74.40	$ 64.73
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 200,000+	RN-MDCV-200000+1Y	$ 15.40	$ 13.40
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 200,000+	RN-MDCV-200000+2Y	$ 30.80	$ 26.80
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 200,000+	RN-MDCV-200000+3Y	$ 46.20	$ 40.19
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 200,000+	RN-MDCV-200000+4Y	$ 61.60	$ 53.59
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 20000-39999	RN-MDCV-399991Y	$ 41.00	$ 35.67
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 20000-39999	RN-MDCV-399992Y	$ 82.00	$ 71.34
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 20000-39999	RN-MDCV-399993Y	$ 123.00	$ 107.01
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 20000-39999	RN-MDCV-399994Y	$ 164.00	$ 142.68
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 40000-59999	RN-MDCV-599991Y	$ 36.00	$ 31.32
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 40000-59999	RN-MDCV-599992Y	$ 72.00	$ 62.64
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 40000-59999	RN-MDCV-599993Y	$ 108.00	$ 93.96
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 40000-59999	RN-MDCV-599994Y	$ 144.00	$ 125.28
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 60000-79999	RN-MDCV-799991Y	$ 30.00	$ 26.10
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 60000-79999	RN-MDCV-799992Y	$ 60.00	$ 52.20
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 60000-79999	RN-MDCV-799994Y	$ 120.00	$ 104.40
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 80000-99999	RN-MDCV-999991Y	$ 26.72	$ 23.25
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 80000-99999	RN-MDCV-999992Y	$ 53.44	$ 46.49
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 80000-99999	RN-MDCV-999993Y	$ 80.16	$ 69.74
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 80000-99999	RN-MDCV-999994Y	$ 106.88	$ 92.99
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 60000-79999	RN-MDCV-799993Y	$ 90.00	$ 78.30
FireEye	PX 004S Managed Defense Appliance Tech Enabler Bundle	MD-004SPX-TE-BDL	$ 7,000.00	$ 6,090.00
FireEye	PX 2040ESS48 Managed Defense Appliance Tech Enabler	MD-2040ESS48PX-TE-BDL	$ 40,000.00	$ 34,800.00
FireEye	Up to 3 days of services including installation of up to 4 total components (e.g. HX, DMZ, NX, PX) and transition to the FaaS team. Fixed price engageme	CS-FaaS-JS-B	$ 9,000.00	$ 7,830.00
FireEye	Up to 5 days of services including installation of up to 6 total components (e.g. HX, DMZ, NX, PX) and transition to the FaaS team. Fixed price engageme	CS-FaaS-JS-ADV	$ 15,000.00	$ 13,050.00
FireEye	Eval - Mobile Threat Prevention - Application Analysis - 1 Year	EVL-MC-AA	$ -	$ -
FireEye	Eval - Mobile Threat Prevention - API (100 devices) - 1 Year	EVL-MC-MS	$ -	$ -
FireEye	Mobile Threat Prevention - Application Analysis Admin Addon (5 admins) - 1 Year	MC-AA-ADM-1Y	$ 5,000.00	$ 4,350.00
FireEye	Mobile Threat Prevention - Application Analysis Admin Addon (5 admins) - 2 Year	MC-AA-ADM-2Y	$ 10,000.00	$ 8,700.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 1 Year	MC-AA1Y-CAG	$ 20,000.00	$ 17,400.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 1 Year	MC-AA1Y-CAP	$ 21,000.00	$ 18,270.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 1 Year	MC-AA1Y-PLT	$ 20,000.00	$ 17,400.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 1 Year	MC-AA1Y-PPL	$ 21,000.00	$ 18,270.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 1 Year	MC-AA1Y-USG	$ 20,000.00	$ 17,400.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 1 Year	MC-AA1Y-USP	$ 21,000.00	$ 18,270.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 2 Year	MC-AA2Y-CAG	$ 40,000.00	$ 34,800.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 2 Year	MC-AA2Y-CAP	$ 42,000.00	$ 36,540.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 2 Year	MC-AA2Y-PLT	$ 40,000.00	$ 34,800.00

FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 2 Year	MC-AA2Y-PPL	$ 42,000.00	$ 36,540.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 2 Year	MC-AA2Y-USG	$ 40,000.00	$ 34,800.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 2 Year	MC-AA2Y-USP	$ 42,000.00	$ 36,540.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 3 Year	MC-AA3Y-CAG	$ 48,000.00	$ 41,760.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 3 Year	MC-AA3Y-CAP	$ 50,400.00	$ 43,848.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 3 Year	MC-AA3Y-PLT	$ 48,000.00	$ 41,760.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 3 Year	MC-AA3Y-PPL	$ 50,400.00	$ 43,848.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 3 Year	MC-AA3Y-USG	$ 48,000.00	$ 41,760.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 3 Year	MC-AA3Y-USP	$ 50,400.00	$ 43,848.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 4 Year	MC-AA4Y-CAG	$ 64,000.00	$ 55,680.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 4 Year	MC-AA4Y-CAP	$ 67,200.00	$ 58,464.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 4 Year	MC-AA4Y-PLT	$ 64,000.00	$ 55,680.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 4 Year	MC-AA4Y-PPL	$ 67,200.00	$ 58,464.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 4 Year	MC-AA4Y-USG	$ 64,000.00	$ 55,680.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 4 Year	MC-AA4Y-USP	$ 67,200.00	$ 58,464.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 5 Year	MC-AA5Y-CAG	$ 80,000.00	$ 69,600.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 5 Year	MC-AA5Y-CAP	$ 84,000.00	$ 73,080.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 5 Year	MC-AA5Y-PLT	$ 80,000.00	$ 69,600.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 5 Year	MC-AA5Y-PPL	$ 84,000.00	$ 73,080.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 5 Year	MC-AA5Y-USG	$ 80,000.00	$ 69,600.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 5 Year	MC-AA5Y-USP	$ 84,000.00	$ 73,080.00
FireEye	Mobile Threat Prevention - API 1 Year 100-499	MC-MS-000499-1Y	$ 99.00	$ 86.13
FireEye	Mobile Threat Prevention - API 2 Year 100-499	MC-MS-000499-2Y	$ 198.00	$ 172.26
FireEye	Mobile Threat Prevention - API 3 Year 100-499	MC-MS-000499-3Y	$ 260.00	$ 226.20
FireEye	Mobile Threat Prevention - API 4 Year 100-499	MC-MS-000499-4Y	$ 340.00	$ 295.80
FireEye	Mobile Threat Prevention - API 5 Year 100-499	MC-MS-000499-5Y	$ 430.00	$ 374.10
FireEye	Mobile Threat Prevention - API 1 Year 500-999	MC-MS-000999-1Y	$ 88.00	$ 76.56
FireEye	Mobile Threat Prevention - API 2 Year 500-999	MC-MS-000999-2Y	$ 176.00	$ 153.12
FireEye	Mobile Threat Prevention - API 3 Year 500-999	MC-MS-000999-3Y	$ 230.00	$ 200.10
FireEye	Mobile Threat Prevention - API 4 Year 500-999	MC-MS-000999-4Y	$ 300.00	$ 261.00
FireEye	Mobile Threat Prevention - API 5 Year 500-999	MC-MS-000999-5Y	$ 380.00	$ 330.60
FireEye	Mobile Threat Prevention - API 1 Year 1K-1999	MC-MS-001999-1Y	$ 79.00	$ 68.73
FireEye	Mobile Threat Prevention - API 2 Year 1K-1999	MC-MS-001999-2Y	$ 158.00	$ 137.46
FireEye	Mobile Threat Prevention - API 3 Year 1K-1999	MC-MS-001999-3Y	$ 210.00	$ 182.70
FireEye	Mobile Threat Prevention - API 4 Year 1K-1999	MC-MS-001999-4Y	$ 270.00	$ 234.90
FireEye	Mobile Threat Prevention - API 5 Year 1K-1999	MC-MS-001999-5Y	$ 340.00	$ 295.80
FireEye	Mobile Threat Prevention - API 1 Year 2K-4999	MC-MS-004999-1Y	$ 71.00	$ 61.77
FireEye	Mobile Threat Prevention - API 2 Year 2K-4999	MC-MS-004999-2Y	$ 142.00	$ 123.54
FireEye	Mobile Threat Prevention - API 3 Year 2K-4999	MC-MS-004999-3Y	$ 190.00	$ 165.30
FireEye	Mobile Threat Prevention - API 4 Year 2K-4999	MC-MS-004999-4Y	$ 250.00	$ 217.50
FireEye	Mobile Threat Prevention - API 5 Year 2K-4999	MC-MS-004999-5Y	$ 310.00	$ 269.70
FireEye	Mobile Threat Prevention - API 1 Year 5K-9999	MC-MS-009999-1Y	$ 63.00	$ 54.81
FireEye	Mobile Threat Prevention - API 2 Year 5K-9999	MC-MS-009999-2Y	$ 126.00	$ 109.62
FireEye	Mobile Threat Prevention - API 3 Year 5K-9999	MC-MS-009999-3Y	$ 170.00	$ 147.90
FireEye	Mobile Threat Prevention - API 4 Year 5K-9999	MC-MS-009999-4Y	$ 220.00	$ 191.40
FireEye	Mobile Threat Prevention - API 5 Year 5K-9999	MC-MS-009999-5Y	$ 270.00	$ 234.90
FireEye	Mobile Threat Prevention - API 1 Year 10K-19999	MC-MS-019999-1Y	$ 56.00	$ 48.72
FireEye	Mobile Threat Prevention - API 2 Year 10K-19999	MC-MS-019999-2Y	$ 112.00	$ 97.44
FireEye	Mobile Threat Prevention - API 3 Year 10K-19999	MC-MS-019999-3Y	$ 150.00	$ 130.50

FireEye	Mobile Threat Prevention - API 4 Year 10K-19999	MC-MS-019999-4Y	$ 200.00	$ 174.00
FireEye	Mobile Threat Prevention - API 5 Year 10K-19999	MC-MS-019999-5Y	$ 240.00	$ 208.80
FireEye	Mobile Threat Prevention - API 1 Year 20K-49999	MC-MS-049999-1Y	$ 50.00	$ 43.50
FireEye	Mobile Threat Prevention - API 2 Year 20K-49999	MC-MS-049999-2Y	$ 100.00	$ 87.00
FireEye	Mobile Threat Prevention - API 3 Year 20K-49999	MC-MS-049999-3Y	$ 130.00	$ 113.10
FireEye	Mobile Threat Prevention - API 4 Year 20K-49999	MC-MS-049999-4Y	$ 170.00	$ 147.90
FireEye	Mobile Threat Prevention - API 5 Year 20K-49999	MC-MS-049999-5Y	$ 220.00	$ 191.40
FireEye	Mobile Threat Prevention - API 1 Year 50K-74999	MC-MS-074999-1Y	$ 45.00	$ 39.15
FireEye	Mobile Threat Prevention - API 2 Year 50K-74999	MC-MS-074999-2Y	$ 90.00	$ 78.30
FireEye	Mobile Threat Prevention - API 3 Year 50K-74999	MC-MS-074999-3Y	$ 120.00	$ 104.40
FireEye	Mobile Threat Prevention - API 4 Year 50K-74999	MC-MS-074999-4Y	$ 160.00	$ 139.20
FireEye	Mobile Threat Prevention - API 5 Year 50K-74999	MC-MS-074999-5Y	$ 200.00	$ 174.00
FireEye	Mobile Threat Prevention - API 1 Year 75K-99999	MC-MS-099999-1Y	$ 40.00	$ 34.80
FireEye	Mobile Threat Prevention - API 2 Year 75K-99999	MC-MS-099999-2Y	$ 80.00	$ 69.60
FireEye	Mobile Threat Prevention - API 3 Year 75K-99999	MC-MS-099999-3Y	$ 110.00	$ 95.70
FireEye	Mobile Threat Prevention - API 4 Year 75K-99999	MC-MS-099999-4Y	$ 140.00	$ 121.80
FireEye	Mobile Threat Prevention - API 5 Year 75K-99999	MC-MS-099999-5Y	$ 170.00	$ 147.90
FireEye	Mobile Threat Prevention - API 1 Year 100000+	MC-MS-100000+-1Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - API 2 Year 100000+	MC-MS-100000+-2Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - API 3 Year 100000+	MC-MS-100000+-3Y	$ 100.00	$ 87.00
FireEye	Mobile Threat Prevention - API 4 Year 100000+	MC-MS-100000+-4Y	$ 130.00	$ 113.10
FireEye	Mobile Threat Prevention - API 5 Year 100000+	MC-MS-100000+-5Y	$ 160.00	$ 139.20
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 1 Year	RN-MC-AA1Y-CAG	$ 20,000.00	$ 17,400.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 1 Year	RN-MC-AA1Y-CAP	$ 21,000.00	$ 18,270.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 1 Year	RN-MC-AA1Y-PLT	$ 20,000.00	$ 17,400.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 1 Year	RN-MC-AA1Y-PPL	$ 21,000.00	$ 18,270.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 1 Year	RN-MC-AA1Y-USG	$ 20,000.00	$ 17,400.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 1 Year	RN-MC-AA1Y-USP	$ 21,000.00	$ 18,270.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 2 Year	RN-MC-AA2Y-CAG	$ 40,000.00	$ 34,800.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 2 Year	RN-MC-AA2Y-CAP	$ 42,000.00	$ 36,540.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 2 Year	RN-MC-AA2Y-PLT	$ 40,000.00	$ 34,800.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 2 Year	RN-MC-AA2Y-PPL	$ 42,000.00	$ 36,540.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 2 Year	RN-MC-AA2Y-USG	$ 40,000.00	$ 34,800.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 2 Year	RN-MC-AA2Y-USP	$ 42,000.00	$ 36,540.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 3 Year	RN-MC-AA3Y-CAG	$ 48,000.00	$ 41,760.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 3 Year	RN-MC-AA3Y-CAP	$ 50,400.00	$ 43,848.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 3 Year	RN-MC-AA3Y-PLT	$ 48,000.00	$ 41,760.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 3 Year	RN-MC-AA3Y-PPL	$ 50,400.00	$ 43,848.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 3 Year	RN-MC-AA3Y-USG	$ 48,000.00	$ 41,760.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 3 Year	RN-MC-AA3Y-USP	$ 50,400.00	$ 43,848.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 4 Year	RN-MC-AA4Y-CAG	$ 64,000.00	$ 55,680.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 4 Year	RN-MC-AA4Y-CAP	$ 67,200.00	$ 58,464.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 4 Year	RN-MC-AA4Y-PLT	$ 64,000.00	$ 55,680.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 4 Year	RN-MC-AA4Y-PPL	$ 67,200.00	$ 58,464.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 4 Year	RN-MC-AA4Y-USG	$ 64,000.00	$ 55,680.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 4 Year	RN-MC-AA4Y-USP	$ 67,200.00	$ 58,464.00
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 100-499	RN-MC-MS-000499-1Y	$ 99.00	$ 86.13
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 100-499	RN-MC-MS-000499-2Y	$ 260.00	$ 226.20
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 100-499	RN-MC-MS-000499-3Y	$ 340.00	$ 295.80

FireEye	Renewal-Mobile Threat Prevention - API 4 Year 100-499	RN-MC-MS-000499-4Y	$ 430.00	$ 374.10
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 500-999	RN-MC-MS-000999-1Y	$ 88.00	$ 76.56
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 500-999	RN-MC-MS-000999-2Y	$ 230.00	$ 200.10
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 500-999	RN-MC-MS-000999-3Y	$ 300.00	$ 261.00
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 500-999	RN-MC-MS-000999-4Y	$ 380.00	$ 330.60
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 1K-1999	RN-MC-MS-001999-1Y	$ 79.00	$ 68.73
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 1K-1999	RN-MC-MS-001999-2Y	$ 210.00	$ 182.70
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 1K-1999	RN-MC-MS-001999-3Y	$ 270.00	$ 234.90
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 1K-1999	RN-MC-MS-001999-4Y	$ 340.00	$ 295.80
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 2K-4999	RN-MC-MS-004999-1Y	$ 71.00	$ 61.77
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 2K-4999	RN-MC-MS-004999-2Y	$ 190.00	$ 165.30
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 2K-4999	RN-MC-MS-004999-3Y	$ 250.00	$ 217.50
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 2K-4999	RN-MC-MS-004999-4Y	$ 310.00	$ 269.70
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 5K-9999	RN-MC-MS-009999-1Y	$ 63.00	$ 54.81
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 5K-9999	RN-MC-MS-009999-2Y	$ 170.00	$ 147.90
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 5K-9999	RN-MC-MS-009999-3Y	$ 220.00	$ 191.40
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 5K-9999	RN-MC-MS-009999-4Y	$ 270.00	$ 234.90
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 10K-19999	RN-MC-MS-019999-1Y	$ 56.00	$ 48.72
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 10K-19999	RN-MC-MS-019999-2Y	$ 150.00	$ 130.50
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 10K-19999	RN-MC-MS-019999-3Y	$ 200.00	$ 174.00
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 10K-19999	RN-MC-MS-019999-4Y	$ 240.00	$ 208.80
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 20K-49999	RN-MC-MS-049999-1Y	$ 50.00	$ 43.50
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 20K-49999	RN-MC-MS-049999-2Y	$ 130.00	$ 113.10
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 20K-49999	RN-MC-MS-049999-3Y	$ 170.00	$ 147.90
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 20K-49999	RN-MC-MS-049999-4Y	$ 220.00	$ 191.40
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 50K-74999	RN-MC-MS-074999-1Y	$ 45.00	$ 39.15
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 50K-74999	RN-MC-MS-074999-2Y	$ 120.00	$ 104.40
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 50K-74999	RN-MC-MS-074999-3Y	$ 160.00	$ 139.20
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 50K-74999	RN-MC-MS-074999-4Y	$ 200.00	$ 174.00
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 75K-99999	RN-MC-MS-099999-1Y	$ 40.00	$ 34.80
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 75K-99999	RN-MC-MS-099999-2Y	$ 110.00	$ 95.70
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 75K-99999	RN-MC-MS-099999-3Y	$ 140.00	$ 121.80
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 75K-99999	RN-MC-MS-099999-4Y	$ 170.00	$ 147.90
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 100000+	RN-MC-MS-100000+-1Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 100000+	RN-MC-MS-100000+-2Y	$ 100.00	$ 87.00
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 100000+	RN-MC-MS-100000+-3Y	$ 130.00	$ 113.10
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 100000+	RN-MC-MS-100000+-4Y	$ 160.00	$ 139.20
FireEye	MX 900 Appliance - Mobile Threat Prevention - Mobile Security Management	900MX-HW	$ 7,995.00	$ 6,955.65
FireEye	MX 900 Appliance Standby- Mobile Threat Prevention - Mobile Security Management	900MX-HWSB	$ 7,995.00	$ 6,955.65
FireEye	EVAL-MX 900 appliance - Mobile Threat Prevention - Mobile Security Management	EVL-900MX-HW	$ 1,450.00	$ 1,261.50
FireEye	POC-MX 900 appliance - Mobile Threat Prevention - Mobile Security Management	POC-900MX-HW	$ 1,450.00	$ 1,261.50
FireEye	Eval - Mobile Threat Prevention - Mobile Security Management 1 Year 100 devices	EVL-MC-MSM	$ -	$ -
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 100-499	MC-MSM-000499-1Y	$ 62.00	$ 53.94
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 100-499	MC-MSM-000499-2Y	$ 124.00	$ 107.88
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 100-499	MC-MSM-000499-3Y	$ 159.00	$ 138.33
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 100-499	MC-MSM-000499-4Y	$ 211.00	$ 183.57
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 100-499	MC-MSM-000499-5Y	$ 264.00	$ 229.68
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 500-999	MC-MSM-000999-1Y	$ 52.00	$ 45.24
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 500-999	MC-MSM-000999-2Y	$ 104.00	$ 90.48

FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 500-999	RN-MC-MSM-000999-2Y	$ 104.00	$ 90.48
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 500-999	MC-MSM-000999-3Y	$ 133.00	$ 115.71
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 500-999	MC-MSM-000999-4Y	$ 177.00	$ 153.99
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 500-999	MC-MSM-000999-5Y	$ 221.00	$ 192.27
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 1000-1999	MC-MSM-001999-1Y	$ 43.00	$ 37.41
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 1000-1999	MC-MSM-001999-2Y	$ 86.00	$ 74.82
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 1000-1999	MC-MSM-001999-3Y	$ 110.00	$ 95.70
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 1000-1999	MC-MSM-001999-4Y	$ 147.00	$ 127.89
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 1000-1999	MC-MSM-001999-5Y	$ 183.00	$ 159.21
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 2000-4999	MC-MSM-004999-1Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 2000-4999	MC-MSM-004999-2Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 2000-4999	MC-MSM-004999-3Y	$ 92.00	$ 80.04
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 2000-4999	MC-MSM-004999-4Y	$ 123.00	$ 107.01
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 2000-4999	MC-MSM-004999-5Y	$ 153.00	$ 133.11
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 5000-9999	MC-MSM-009999-1Y	$ 30.00	$ 26.10
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 5000-9999	MC-MSM-009999-2Y	$ 60.00	$ 52.20
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 5000-9999	MC-MSM-009999-3Y	$ 77.00	$ 66.99
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 5000-9999	MC-MSM-009999-4Y	$ 102.00	$ 88.74
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 5000-9999	MC-MSM-009999-5Y	$ 130.00	$ 113.10
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 10000-19999	MC-MSM-019999-1Y	$ 25.00	$ 21.75
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 10000-19999	MC-MSM-019999-2Y	$ 50.00	$ 43.50
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 10000-19999	MC-MSM-019999-3Y	$ 64.00	$ 55.68
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 10000-19999	MC-MSM-019999-4Y	$ 85.00	$ 73.95
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 10000-19999	MC-MSM-019999-5Y	$ 107.00	$ 93.09
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 20000-49999	MC-MSM-049999-1Y	$ 21.00	$ 18.27
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 20000-49999	MC-MSM-049999-2Y	$ 42.00	$ 36.54
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 20000-49999	MC-MSM-049999-3Y	$ 54.00	$ 46.98
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 20000-49999	MC-MSM-049999-4Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 20000-49999	MC-MSM-049999-5Y	$ 90.00	$ 78.30
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 50000-74999	MC-MSM-074999-1Y	$ 17.00	$ 14.79
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 50000-74999	MC-MSM-074999-2Y	$ 34.00	$ 29.58
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 50000-74999	MC-MSM-074999-3Y	$ 44.00	$ 38.28
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 50000-74999	MC-MSM-074999-4Y	$ 58.00	$ 50.46
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 50000-74999	MC-MSM-074999-5Y	$ 73.00	$ 63.51
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 75000-99999	MC-MSM-099999-1Y	$ 14.00	$ 12.18
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 75000-99999	MC-MSM-099999-2Y	$ 28.00	$ 24.36
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 75000-99999	MC-MSM-099999-3Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 75000-99999	MC-MSM-099999-4Y	$ 48.00	$ 41.76
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 75000-99999	MC-MSM-099999-5Y	$ 60.00	$ 52.20
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 100000+	MC-MSM-100000+1Y	$ 12.00	$ 10.44
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 100000+	MC-MSM-100000+2Y	$ 24.00	$ 20.88
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 100000+	MC-MSM-100000+3Y	$ 31.00	$ 26.97
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 100000+	MC-MSM-100000+4Y	$ 41.00	$ 35.67
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 100000+	MC-MSM-100000+5Y	$ 51.00	$ 44.37
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 100-499	RN-MC-MSM-000499-1Y	$ 62.00	$ 53.94
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 100-499	RN-MC-MSM-000499-2Y	$ 124.00	$ 107.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 100-499	RN-MC-MSM-000499-3Y	$ 159.00	$ 138.33
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 100-499	RN-MC-MSM-000499-4Y	$ 211.00	$ 183.57
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 100-499	RN-MC-MSM-000499-5Y	$ 264.00	$ 229.68

FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 500-999	RN-MC-MSM-000999-1Y	$ 52.00	$ 45.24
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 500-999	RN-MC-MSM-000999-3Y	$ 133.00	$ 115.71
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 500-999	RN-MC-MSM-000999-4Y	$ 177.00	$ 153.99
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 500-999	RN-MC-MSM-000999-5Y	$ 221.00	$ 192.27
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 1000-1999	RN-MC-MSM-001999-1Y	$ 43.00	$ 37.41
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 1000-1999	RN-MC-MSM-001999-2Y	$ 86.00	$ 74.82
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 1000-1999	RN-MC-MSM-001999-3Y	$ 110.00	$ 95.70
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 1000-1999	RN-MC-MSM-001999-4Y	$ 147.00	$ 127.89
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 1000-1999	RN-MC-MSM-001999-5Y	$ 183.00	$ 159.21
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 2000-4999	RN-MC-MSM-004999-1Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 2000-4999	RN-MC-MSM-004999-2Y	$ 72.00	$ 62.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 2000-4999	RN-MC-MSM-004999-3Y	$ 92.00	$ 80.04
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 2000-4999	RN-MC-MSM-004999-4Y	$ 123.00	$ 107.01
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 2000-4999	RN-MC-MSM-004999-5Y	$ 153.00	$ 133.11
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 5000-9999	RN-MC-MSM-009999-1Y	$ 30.00	$ 26.10
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 5000-9999	RN-MC-MSM-009999-2Y	$ 60.00	$ 52.20
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 5000-9999	RN-MC-MSM-009999-3Y	$ 77.00	$ 66.99
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 5000-9999	RN-MC-MSM-009999-4Y	$ 102.00	$ 88.74
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 5000-9999	RN-MC-MSM-009999-5Y	$ 130.00	$ 113.10
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 10000-19999	RN-MC-MSM-019999-1Y	$ 25.00	$ 21.75
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 10000-19999	RN-MC-MSM-019999-2Y	$ 50.00	$ 43.50
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 10000-19999	RN-MC-MSM-019999-3Y	$ 64.00	$ 55.68
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 10000-19999	RN-MC-MSM-019999-4Y	$ 85.00	$ 73.95
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 10000-19999	RN-MC-MSM-019999-5Y	$ 107.00	$ 93.09
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 20000-49999	RN-MC-MSM-049999-1Y	$ 21.00	$ 18.27
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 20000-49999	RN-MC-MSM-049999-2Y	$ 42.00	$ 36.54
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 20000-49999	RN-MC-MSM-049999-3Y	$ 54.00	$ 46.98
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 20000-49999	RN-MC-MSM-049999-4Y	$ 72.00	$ 62.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 20000-49999	RN-MC-MSM-049999-5Y	$ 90.00	$ 78.30
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 50000-74999	RN-MC-MSM-074999-1Y	$ 17.00	$ 14.79
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 50000-74999	RN-MC-MSM-074999-2Y	$ 34.00	$ 29.58
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 50000-74999	RN-MC-MSM-074999-3Y	$ 44.00	$ 38.28
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 50000-74999	RN-MC-MSM-074999-4Y	$ 58.00	$ 50.46
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 50000-74999	RN-MC-MSM-074999-5Y	$ 73.00	$ 63.51
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 75000-99999	RN-MC-MSM-099999-1Y	$ 14.00	$ 12.18
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 75000-99999	RN-MC-MSM-099999-2Y	$ 28.00	$ 24.36
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 75000-99999	RN-MC-MSM-099999-3Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 75000-99999	RN-MC-MSM-099999-4Y	$ 48.00	$ 41.76
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 75000-99999	RN-MC-MSM-099999-5Y	$ 60.00	$ 52.20
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 100000+	RN-MC-MSM-100000+1Y	$ 12.00	$ 10.44
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 100000+	RN-MC-MSM-100000+2Y	$ 24.00	$ 20.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 100000+	RN-MC-MSM-100000+3Y	$ 31.00	$ 26.97
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 100000+	RN-MC-MSM-100000+4Y	$ 41.00	$ 35.67
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 100000+	RN-MC-MSM-100000+5Y	$ 51.00	$ 44.37
FireEye	MX 900 Support Government CA 1 Year	900MX-CAG1Y	$ 1,600.00	$ 1,392.00
FireEye	MX 900 Support Government CA 2 Year	900MX-CAG2Y	$ 3,200.00	$ 2,784.00
FireEye	MX 900 Support Government CA 3 Year	900MX-CAG3Y	$ 3,840.00	$ 3,340.80
FireEye	MX 900 Support Government CA 4 Year	900MX-CAG4Y	$ 5,120.00	$ 4,454.40
FireEye	MX 900 Support Government CA 5 Year	900MX-CAG5Y	$ 6,400.00	$ 5,568.00

FireEye	MX 900 Support Government CA Priorioty Plus 1 Year	900MX-CAP1Y	$ 2,000.00	$ 1,740.00
FireEye	MX 900 Support Government CA Priorioty Plus 2 Year	900MX-CAP2Y	$ 4,000.00	$ 3,480.00
FireEye	MX 900 Support Government CA Priorioty Plus 3 Year	900MX-CAP3Y	$ 4,800.00	$ 4,176.00
FireEye	MX 900 Support Government CA Priorioty Plus 4 Year	900MX-CAP4Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government CA Priorioty Plus 5 Year	900MX-CAP5Y	$ 8,000.00	$ 6,960.00
FireEye	MX 900 Support Platinum Priority Plus 1 Year	900MX-PPL1Y	$ 2,000.00	$ 1,740.00
FireEye	MX 900 Support Platinum Priority Plus 2 Year	900MX-PPL2Y	$ 4,000.00	$ 3,480.00
FireEye	MX 900 Support Platinum Priority Plus 3 Year	900MX-PPL3Y	$ 4,800.00	$ 4,176.00
FireEye	MX 900 Support Platinum Priority Plus 4 Year	900MX-PPL4Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Platinum Priority Plus 5 Year	900MX-PPL5Y	$ 8,000.00	$ 6,960.00
FireEye	MX 900 Support Platinum 1 Year	900MX-PTM1Y	$ 1,600.00	$ 1,392.00
FireEye	MX 900 Support Platinum 2 Year	900MX-PTM2Y	$ 3,200.00	$ 2,784.00
FireEye	MX 900 Support Platinum 3 Year	900MX-PTM3Y	$ 3,840.00	$ 3,340.80
FireEye	MX 900 Support Platinum 4 Year	900MX-PTM4Y	$ 5,120.00	$ 4,454.40
FireEye	MX 900 Support Platinum 5 Year	900MX-PTM5Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government US 1 Year	900MX-USG1Y	$ 1,600.00	$ 1,392.00
FireEye	MX 900 Support Government US 2 Year	900MX-USG2Y	$ 3,200.00	$ 2,784.00
FireEye	MX 900 Support Government US 3 Year	900MX-USG3Y	$ 3,840.00	$ 3,340.80
FireEye	MX 900 Support Government US 4 Year	900MX-USG4Y	$ 5,120.00	$ 4,454.40
FireEye	MX 900 Support Government US 5 Year	900MX-USG5Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government US Priorioty Plus 1 Year	900MX-USP1Y	$ 2,000.00	$ 1,740.00
FireEye	MX 900 Support Government US Priorioty Plus 2 Year	900MX-USP2Y	$ 4,000.00	$ 3,480.00
FireEye	MX 900 Support Government US Priorioty Plus 3 Year	900MX-USP3Y	$ 4,800.00	$ 4,176.00
FireEye	MX 900 Support Government US Priorioty Plus 4 Year	900MX-USP4Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government US Priorioty Plus 5 Year	900MX-USP5Y	$ 8,000.00	$ 6,960.00
FireEye	Renewal MX 900 Support Government CA 1 Year	RN-900MX-CAG1Y	$ 1,600.00	$ 1,392.00
FireEye	Renewal MX 900 Support Government CA 2 Year	RN-900MX-CAG2Y	$ 3,200.00	$ 2,784.00
FireEye	Renewal MX 900 Support Government CA 3 Year	RN-900MX-CAG3Y	$ 3,840.00	$ 3,340.80
FireEye	Renewal MX 900 Support Government CA 4 Year	RN-900MX-CAG4Y	$ 5,120.00	$ 4,454.40
FireEye	Renewal MX 900 Support Government CA 5 Year	RN-900MX-CAG5Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 1 Year	RN-900MX-CAP1Y	$ 2,000.00	$ 1,740.00
FireEye	Renewal-MX 900 Support Government CA Priorioty Plus 2 Year	RN-900MX-CAP2Y	$ 4,000.00	$ 3,480.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 3 Year	RN-900MX-CAP3Y	$ 4,800.00	$ 4,176.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 4 Year	RN-900MX-CAP4Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 5 Year	RN-900MX-CAP5Y	$ 8,000.00	$ 6,960.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 1 Year	RN-900MX-PPL1Y	$ 2,000.00	$ 1,740.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 2 Year	RN-900MX-PPL2Y	$ 4,000.00	$ 3,480.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 3 Year	RN-900MX-PPL3Y	$ 4,800.00	$ 4,176.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 4 Year	RN-900MX-PPL4Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 5 Year	RN-900MX-PPL5Y	$ 8,000.00	$ 6,960.00
FireEye	Renewal MX 900 Support Platinum 1 Year	RN-900MX-PTM1Y	$ 1,600.00	$ 1,392.00
FireEye	Renewal MX 900 Support Platinum 2 Year	RN-900MX-PTM2Y	$ 3,200.00	$ 2,784.00
FireEye	Renewal MX 900 Support Platinum 3 Year	RN-900MX-PTM3Y	$ 3,840.00	$ 3,340.80
FireEye	Renewal MX 900 Support Platinum 4 Year	RN-900MX-PTM4Y	$ 5,120.00	$ 4,454.40
FireEye	Renewal MX 900 Support Platinum 5 Year	RN-900MX-PTM5Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government US 1 Year	RN-900MX-USG1Y	$ 1,600.00	$ 1,392.00
FireEye	Renewal MX 900 Support Government US 2 Year	RN-900MX-USG2Y	$ 3,200.00	$ 2,784.00
FireEye	Renewal MX 900 Support Government US 3 Year	RN-900MX-USG3Y	$ 3,840.00	$ 3,340.80
FireEye	Renewal MX 900 Support Government US 4 Year	RN-900MX-USG4Y	$ 5,120.00	$ 4,454.40

FireEye	Renewal MX 900 Support Government US 5 Year	RN-900MX-USG5Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 1 Year	RN-900MX-USP1Y	$ 2,000.00	$ 1,740.00
FireEye	Renewal-MX 900 Support Government US Priorioty Plus 2 Year	RN-900MX-USP2Y	$ 4,000.00	$ 3,480.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 3 Year	RN-900MX-USP3Y	$ 4,800.00	$ 4,176.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 4 Year	RN-900MX-USP4Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 5 Year	RN-900MX-USP5Y	$ 8,000.00	$ 6,960.00
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 1 Year	UP-900MX-GAG2PP1Y	$ 400.00	$ 348.00
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 2 Year	UP-900MX-GAG2PP2Y	$ 800.00	$ 696.00
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 3 Year	UP-900MX-GAG2PP3Y	$ 960.00	$ 835.20
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 4 Year	UP-900MX-GAG2PP4Y	$ 1,280.00	$ 1,113.60
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 5 Year	UP-900MX-GAG2PP5Y	$ 1,600.00	$ 1,392.00
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 1 Year	UP-900MX-PTM2PPP1Y	$ 400.00	$ 348.00
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 2 Year	UP-900MX-PTM2PPP2Y	$ 800.00	$ 696.00
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 3 Year	UP-900MX-PTM2PPP3Y	$ 960.00	$ 835.20
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 4 Year	UP-900MX-PTM2PPP4Y	$ 1,280.00	$ 1,113.60
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 5 Year	UP-900MX-PTM2PPP5Y	$ 1,600.00	$ 1,392.00
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus1 Year	UP-900MX-USG2PP1Y	$ 400.00	$ 348.00
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus2 Year	UP-900MX-USG2PP2Y	$ 800.00	$ 696.00
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus3 Year	UP-900MX-USG2PP3Y	$ 960.00	$ 835.20
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus4 Year	UP-900MX-USG2PP4Y	$ 1,280.00	$ 1,113.60
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus5 Year	UP-900MX-USG2PP5Y	$ 1,600.00	$ 1,392.00
FireEye	MX 8400 Appliance/Server - Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	8400MX-HW	$ 64,995.00	$ 56,545.65
FireEye	MX 8400 Appliance/Server Standby- Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	8400MX-HWSB	$ 64,995.00	$ 56,545.65
FireEye	EVAL-MX 8400 appliance/Server - Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	EVL-8400MX-HW	$ 13,000.00	$ 11,310.00
FireEye	POC-MX 8400 appliance/Server - Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	POC-8400MX-HW	$ 13,000.00	$ 11,310.00
FireEye	MX 8400 Support Government CA 1 Year	8400MX-CAG1Y	$ 23,400.00	$ 20,358.00
FireEye	MX 8400 Support Government CA 2 Year	8400MX-CAG2Y	$ 32,760.00	$ 28,501.20
FireEye	MX 8400 Support Government CA 3 Year	8400MX-CAG3Y	$ 39,312.00	$ 34,201.44
FireEye	MX 8400 Support Government CA 4 Year	8400MX-CAG4Y	$ 52,416.00	$ 45,601.92
FireEye	MX 8400 Support Government CA 5 Year	8400MX-CAG5Y	$ 46,800.00	$ 40,716.00
FireEye	MX 8400 Support Government CA Priorioty Plus 1 Year	8400MX-CAP1Y	$ 19,434.00	$ 16,907.58
FireEye	MX 8400 Support Government CA Priorioty Plus 2 Year	8400MX-CAP2Y	$ 41,858.00	$ 36,416.46
FireEye	MX 8400 Support Government CA Priorioty Plus 3 Year	8400MX-CAP3Y	$ 46,642.00	$ 40,578.54
FireEye	MX 8400 Support Government CA Priorioty Plus 4 Year	8400MX-CAP4Y	$ 95,674.00	$ 83,236.38
FireEye	MX 8400 Support Government CA Priorioty Plus 5 Year	8400MX-CAP5Y	$ 119,592.00	$ 104,045.04
FireEye	MX 8400 Support Platinum Priority Plus 1 Year	8400MX-PPL1Y	$ 14,949.00	$ 13,005.63
FireEye	MX 8400 Support Platinum Priority Plus 2 Year	8400MX-PPL2Y	$ 29,898.00	$ 26,011.26
FireEye	MX 8400 Support Platinum Priority Plus 3 Year	8400MX-PPL3Y	$ 35,878.00	$ 31,213.86
FireEye	MX 8400 Support Platinum Priority Plus 4 Year	8400MX-PPL4Y	$ 47,837.00	$ 41,618.19
FireEye	MX 8400 Support Platinum Priority Plus 5 Year	8400MX-PPL5Y	$ 59,796.00	$ 52,022.52
FireEye	MX 8400 Support Platinum 1 Year	8400MX-PTM1Y	$ 11,700.00	$ 10,179.00
FireEye	MX 8400 Support Platinum 2 Year	8400MX-PTM2Y	$ 23,400.00	$ 20,358.00
FireEye	MX 8400 Support Platinum 3 Year	8400MX-PTM3Y	$ 28,080.00	$ 24,429.60
FireEye	MX 8400 Support Platinum 4 Year	8400MX-PTM4Y	$ 37,440.00	$ 32,572.80
FireEye	MX 8400 Support Platinum 5 Year	8400MX-PTM5Y	$ 46,800.00	$ 40,716.00
FireEye	MX 8400 Support Government US 1 Year	8400MX-USG1Y	$ 15,210.00	$ 13,232.70
FireEye	MX 8400 Support Government US 2 Year	8400MX-USG2Y	$ 23,400.00	$ 20,358.00
FireEye	MX 8400 Support Government US 3 Year	8400MX-USG3Y	$ 36,504.00	$ 31,758.48
FireEye	MX 8400 Support Government US 4 Year	8400MX-USG4Y	$ 48,672.00	$ 42,344.64

FireEye	MX 8400 Support Government US 5 Year	8400MX-USG5Y	$ 60,840.00	$ 52,930.80
FireEye	MX 8400 Support Government US Priorioty Plus 1 Year	8400MX-USP1Y	$ 20,929.00	$ 18,208.23
FireEye	MX 8400 Support Government US Priorioty Plus 2 Year	8400MX-USP2Y	$ 38,868.00	$ 33,815.16
FireEye	MX 8400 Support Government US Priorioty Plus 3 Year	8400MX-USP3Y	$ 46,642.00	$ 40,578.54
FireEye	MX 8400 Support Government US Priorioty Plus 4 Year	8400MX-USP4Y	$ 47,837.00	$ 41,618.19
FireEye	MX 8400 Support Government US Priorioty Plus 5 Year	8400MX-USP5Y	$ 83,715.00	$ 72,832.05
FireEye	Renewal MX 8400 Support Government CA 1 Year	RN-8400MX-CAG1Y	$ 15,210.00	$ 13,232.70
FireEye	Renewal MX 8400 Support Government CA 2 Year	RN-8400MX-CAG2Y	$ 23,400.00	$ 20,358.00
FireEye	Renewal MX 8400 Support Government CA 3 Year	RN-8400MX-CAG3Y	$ 28,080.00	$ 24,429.60
FireEye	Renewal MX 8400 Support Government CA 4 Year	RN-8400MX-CAG4Y	$ 74,880.00	$ 65,145.60
FireEye	Renewal MX 8400 Support Government CA 5 Year	RN-8400MX-CAG5Y	$ 93,600.00	$ 81,432.00
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 1 Year	RN-8400MX-CAP1Y	$ 19,434.00	$ 16,907.58
FireEye	Renewal-MX 8400 Support Government CA Priorioty Plus 2 Year	RN-8400MX-CAP2Y	$ 29,898.00	$ 26,011.26
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 3 Year	RN-8400MX-CAP3Y	$ 35,878.00	$ 31,213.86
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 4 Year	RN-8400MX-CAP4Y	$ 62,189.00	$ 54,104.43
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 5 Year	RN-8400MX-CAP5Y	$ 77,735.00	$ 67,629.45
FireEye	Renewal MX 8400 Support Platinum Priority Plus 1 Year	RN-8400MX-PPL1Y	$ 14,949.00	$ 13,005.63
FireEye	Renewal MX 8400 Support Platinum Priority Plus 2 Year	RN-8400MX-PPL2Y	$ 29,898.00	$ 26,011.26
FireEye	Renewal MX 8400 Support Platinum Priority Plus 3 Year	RN-8400MX-PPL3Y	$ 35,878.00	$ 31,213.86
FireEye	Renewal MX 8400 Support Platinum Priority Plus 4 Year	RN-8400MX-PPL4Y	$ 47,837.00	$ 41,618.19
FireEye	Renewal MX 8400 Support Platinum Priority Plus 5 Year	RN-8400MX-PPL5Y	$ 59,796.00	$ 52,022.52
FireEye	Renewal MX 8400 Support Platinum 1 Year	RN-8400MX-PTM1Y	$ 11,700.00	$ 10,179.00
FireEye	Renewal MX 8400 Support Platinum 2 Year	RN-8400MX-PTM2Y	$ 23,400.00	$ 20,358.00
FireEye	Renewal MX 8400 Support Platinum 3 Year	RN-8400MX-PTM3Y	$ 28,080.00	$ 24,429.60
FireEye	Renewal MX 8400 Support Platinum 4 Year	RN-8400MX-PTM4Y	$ 37,440.00	$ 32,572.80
FireEye	Renewal MX 8400 Support Platinum 5 Year	RN-8400MX-PTM5Y	$ 46,800.00	$ 40,716.00
FireEye	Renewal MX 8400 Support Government US 1 Year	RN-8400MX-USG1Y	$ 11,700.00	$ 10,179.00
FireEye	Renewal MX 8400 Support Government US 2 Year	RN-8400MX-USG2Y	$ 30,420.00	$ 26,465.40
FireEye	Renewal MX 8400 Support Government US 3 Year	RN-8400MX-USG3Y	$ 36,504.00	$ 31,758.48
FireEye	Renewal MX 8400 Support Government US 4 Year	RN-8400MX-USG4Y	$ 74,880.00	$ 65,145.60
FireEye	Renewal MX 8400 Support Government US 5 Year	RN-8400MX-USG5Y	$ 93,600.00	$ 81,432.00
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 1 Year	RN-8400MX-USP1Y	$ 19,434.00	$ 16,907.58
FireEye	Renewal-MX 8400 Support Government US Priorioty Plus 2 Year	RN-8400MX-USP2Y	$ 38,868.00	$ 33,815.16
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 3 Year	RN-8400MX-USP3Y	$ 35,878.00	$ 31,213.86
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 4 Year	RN-8400MX-USP4Y	$ 62,189.00	$ 54,104.43
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 5 Year	RN-8400MX-USP5Y	$ 83,715.00	$ 72,832.05
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 1 Year	UP-8400MX-GAG2PP1Y	$ 4,549.00	$ 3,957.63
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 2 Year	UP-8400MX-GAG2PP2Y	$ 8,448.00	$ 7,349.76
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 3 Year	UP-8400MX-GAG2PP3Y	$ 15,596.00	$ 13,568.52
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 4 Year	UP-8400MX-GAG2PP4Y	$ 20,794.00	$ 18,090.78
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 5 Year	UP-8400MX-GAG2PP5Y	$ 25,992.00	$ 22,613.04
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 1 Year	UP-8400MX-PTM2PPP1Y	$ 3,249.00	$ 2,826.63
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 2 Year	UP-8400MX-PTM2PPP2Y	$ 6,498.00	$ 5,653.26
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 3 Year	UP-8400MX-PTM2PPP3Y	$ 7,798.00	$ 6,784.26
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 4 Year	UP-8400MX-PTM2PPP4Y	$ 10,397.00	$ 9,045.39
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 5 Year	UP-8400MX-PTM2PPP5Y	$ 12,996.00	$ 11,306.52
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus1 Year	UP-8400MX-USG2PP1Y	$ 3,249.00	$ 2,826.63
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus2 Year	UP-8400MX-USG2PP2Y	$ 8,448.00	$ 7,349.76
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus3 Year	UP-8400MX-USG2PP3Y	$ 7,798.00	$ 6,784.26

FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus4 Year	UP-8400MX-USG2PP4Y	$ 20,794.00	$ 18,090.78
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus5 Year	UP-8400MX-USG2PP5Y	$ 16,895.00	$ 14,698.65
FireEye	Online Web Training-30-day access to eLearning, self-paced, course on Mobile Threat Prevention Cloud Deployment	EDU-OWT-BSC-MTP	$ 295.00	$ 256.65
FireEye	Eval - Mobile Threat Prevention - Mobile Security Management Cloud	EVL-MC-MSMC	$ -	$ -
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100-499	MC-MSMC-000499-1Y	$ 62.00	$ 53.94
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100-499	MC-MSMC-000499-2Y	$ 124.00	$ 107.88
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100-499	MC-MSMC-000499-3Y	$ 167.40	$ 145.64
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100-499	MC-MSMC-000499-4Y	$ 223.20	$ 194.18
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 100-499	MC-MSMC-000499-5Y	$ 279.00	$ 242.73
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 500-999	MC-MSMC-000999-1Y	$ 52.00	$ 45.24
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 500-999	MC-MSMC-000999-2Y	$ 104.00	$ 90.48
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 500-999	MC-MSMC-000999-3Y	$ 140.40	$ 122.15
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 500-999	MC-MSMC-000999-4Y	$ 187.20	$ 162.86
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 500-999	MC-MSMC-000999-5Y	$ 234.00	$ 203.58
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 1000-1999	MC-MSMC-001999-1Y	$ 43.00	$ 37.41
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 1000-1999	MC-MSMC-001999-2Y	$ 86.00	$ 74.82
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 1000-1999	MC-MSMC-001999-3Y	$ 116.10	$ 101.01
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 1000-1999	MC-MSMC-001999-4Y	$ 154.80	$ 134.68
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 1000-1999	MC-MSMC-001999-5Y	$ 193.50	$ 168.35
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 2000-4999	MC-MSMC-004999-1Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 2000-4999	MC-MSMC-004999-2Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 2000-4999	MC-MSMC-004999-3Y	$ 97.20	$ 84.56
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 2000-4999	MC-MSMC-004999-4Y	$ 129.60	$ 112.75
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 2000-4999	MC-MSMC-004999-5Y	$ 162.00	$ 140.94
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 5000-9999	MC-MSMC-009999-1Y	$ 30.00	$ 26.10
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 5000-9999	MC-MSMC-009999-2Y	$ 60.00	$ 52.20
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 5000-9999	MC-MSMC-009999-3Y	$ 81.00	$ 70.47
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 5000-9999	MC-MSMC-009999-4Y	$ 108.00	$ 93.96
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 5000-9999	MC-MSMC-009999-5Y	$ 135.00	$ 117.45
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 10000-19999	MC-MSMC-019999-1Y	$ 25.00	$ 21.75
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 10000-19999	MC-MSMC-019999-2Y	$ 50.00	$ 43.50
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 10000-19999	MC-MSMC-019999-3Y	$ 67.50	$ 58.73
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 10000-19999	MC-MSMC-019999-4Y	$ 90.00	$ 78.30
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 10000-19999	MC-MSMC-019999-5Y	$ 112.50	$ 97.88
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 20000-49999	MC-MSMC-049999-1Y	$ 21.00	$ 18.27
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 20000-49999	MC-MSMC-049999-2Y	$ 42.00	$ 36.54
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 20000-49999	MC-MSMC-049999-3Y	$ 56.70	$ 49.33
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 20000-49999	MC-MSMC-049999-4Y	$ 75.60	$ 65.77
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 20000-49999	MC-MSMC-049999-5Y	$ 94.50	$ 82.22
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 50000-74999	MC-MSMC-074999-1Y	$ 17.00	$ 14.79
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 50000-74999	MC-MSMC-074999-2Y	$ 34.00	$ 29.58
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 50000-74999	MC-MSMC-074999-3Y	$ 45.90	$ 39.93
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 50000-74999	MC-MSMC-074999-4Y	$ 61.20	$ 53.24
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 50000-74999	MC-MSMC-074999-5Y	$ 76.50	$ 66.56
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 75000-99999	MC-MSMC-099999-1Y	$ 14.00	$ 12.18
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 75000-99999	MC-MSMC-099999-2Y	$ 28.00	$ 24.36
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 75000-99999	MC-MSMC-099999-3Y	$ 37.80	$ 32.89
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 75000-99999	MC-MSMC-099999-4Y	$ 50.40	$ 43.85
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 75000-99999	MC-MSMC-099999-5Y	$ 63.00	$ 54.81

FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100000+	MC-MSMC-100000+1Y	$ 12.00	$ 10.44
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100000+	MC-MSMC-100000+2Y	$ 24.00	$ 20.88
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100000+	MC-MSMC-100000+3Y	$ 32.40	$ 28.19
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100000+	MC-MSMC-100000+4Y	$ 43.20	$ 37.58
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 100000+	MC-MSMC-100000+5Y	$ 54.00	$ 46.98
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100-499	RN-MC-MSMC-000499-1Y	$ 62.00	$ 53.94
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100-499	RN-MC-MSMC-000499-2Y	$ 124.00	$ 107.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100-499	RN-MC-MSMC-000499-3Y	$ 167.40	$ 145.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100-499	RN-MC-MSMC-000499-4Y	$ 223.20	$ 194.18
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - Platinum	TAP-1KEPS-BD-1Y-P	$ 110,450.00	$ 96,091.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-BD-1Y-P	$ 118,988.00	$ 103,519.56
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - Platinum	TAP-5KEPS-BD-1Y-P	$ 121,208.00	$ 105,450.96
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - Platinum	TAP-10KEPS-BD-1Y-P	$ 148,132.00	$ 128,874.84
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - Platinum	TAP-15KEPS-BD-1Y-P	$ 222,198.00	$ 193,312.26
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - Platinum	TAP-20KEPS-BD-1Y-P	$ 265,078.00	$ 230,617.86
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - Platinum	TAP-25KEPS-BD-1Y-P	$ 314,780.00	$ 273,858.60
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - Platinum	TAP-30KEPS-BD-1Y-P	$ 377,736.00	$ 328,630.32
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - Platinum	TAP-35KEPS-BD-1Y-P	$ 440,692.00	$ 383,402.04
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - Platinum	TAP-40KEPS-BD-1Y-P	$ 503,648.00	$ 438,173.76
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - Platinum	TAP-45KEPS-BD-1Y-P	$ 566,604.00	$ 492,945.48
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - Platinum	TAP-50KEPS-BD-1Y-P	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - Platinum	TAP-55KEPS-BD-1Y-P	$ 692,516.00	$ 602,488.92
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - Platinum	TAP-60KEPS-BD-1Y-P	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - Platinum	TAP-65KEPS-BD-1Y-P	$ 818,428.00	$ 712,032.36
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - Platinum	TAP-70KEPS-BD-1Y-P	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - Platinum	TAP-75KEPS-BD-1Y-P	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - Platinum	TAP-80KEPS-BD-1Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - Platinum	TAP-1KEPS-BD-2Y-P	$ 220,900.00	$ 192,183.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-BD-2Y-P	$ 237,976.00	$ 207,039.12
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - Platinum	TAP-5KEPS-BD-2Y-P	$ 242,416.00	$ 210,901.92
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - Platinum	TAP-10KEPS-BD-2Y-P	$ 296,264.00	$ 257,749.68
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - Platinum	TAP-15KEPS-BD-2Y-P	$ 444,396.00	$ 386,624.52
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - Platinum	TAP-20KEPS-BD-2Y-P	$ 530,156.00	$ 461,235.72
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - Platinum	TAP-25KEPS-BD-2Y-P	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - Platinum	TAP-30KEPS-BD-2Y-P	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - Platinum	TAP-35KEPS-BD-2Y-P	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - Platinum	TAP-40KEPS-BD-2Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - Platinum	TAP-45KEPS-BD-2Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - Platinum	TAP-50KEPS-BD-2Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - Platinum	TAP-55KEPS-BD-2Y-P	$ 1,385,032.00	$ 1,204,977.84
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - Platinum	TAP-60KEPS-BD-2Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - Platinum	TAP-65KEPS-BD-2Y-P	$ 1,636,856.00	$ 1,424,064.72
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - Platinum	TAP-70KEPS-BD-2Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - Platinum	TAP-75KEPS-BD-2Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - Platinum	TAP-80KEPS-BD-2Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - Platinum	TAP-1KEPS-BD-3Y-P	$ 331,350.00	$ 288,274.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-BD-3Y-P	$ 356,964.00	$ 310,558.68
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - Platinum	TAP-5KEPS-BD-3Y-P	$ 363,624.00	$ 316,352.88
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - Platinum	TAP-10KEPS-BD-3Y-P	$ 444,396.00	$ 386,624.52

FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - Platinum	TAP-15KEPS-BD-3Y-P	$ 666,594.00	$ 579,936.78
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - Platinum	TAP-20KEPS-BD-3Y-P	$ 795,234.00	$ 691,853.58
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - Platinum	TAP-25KEPS-BD-3Y-P	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - Platinum	TAP-30KEPS-BD-3Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - Platinum	TAP-35KEPS-BD-3Y-P	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - Platinum	TAP-40KEPS-BD-3Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - Platinum	TAP-45KEPS-BD-3Y-P	$ 1,699,812.00	$ 1,478,836.44
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - Platinum	TAP-50KEPS-BD-3Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - Platinum	TAP-55KEPS-BD-3Y-P	$ 2,077,548.00	$ 1,807,466.76
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - Platinum	TAP-60KEPS-BD-3Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - Platinum	TAP-65KEPS-BD-3Y-P	$ 2,455,284.00	$ 2,136,097.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - Platinum	TAP-70KEPS-BD-3Y-P	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - Platinum	TAP-75KEPS-BD-3Y-P	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - Platinum	TAP-80KEPS-BD-3Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - Platinum	TAP-1KEPS-BD-4Y-P	$ 441,800.00	$ 384,366.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-BD-4Y-P	$ 475,952.00	$ 414,078.24
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - Platinum	TAP-5KEPS-BD-4Y-P	$ 484,832.00	$ 421,803.84
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - Platinum	TAP-10KEPS-BD-4Y-P	$ 592,528.00	$ 515,499.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - Platinum	TAP-15KEPS-BD-4Y-P	$ 888,792.00	$ 773,249.04
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - Platinum	TAP-20KEPS-BD-4Y-P	$ 1,060,312.00	$ 922,471.44
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - Platinum	TAP-25KEPS-BD-4Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - Platinum	TAP-30KEPS-BD-4Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - Platinum	TAP-35KEPS-BD-4Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - Platinum	TAP-40KEPS-BD-4Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - Platinum	TAP-45KEPS-BD-4Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - Platinum	TAP-50KEPS-BD-4Y-P	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - Platinum	TAP-55KEPS-BD-4Y-P	$ 2,770,064.00	$ 2,409,955.68
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - Platinum	TAP-60KEPS-BD-4Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - Platinum	TAP-65KEPS-BD-4Y-P	$ 3,273,712.00	$ 2,848,129.44
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - Platinum	TAP-70KEPS-BD-4Y-P	$ 3,525,536.00	$ 3,067,216.32
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - Platinum	TAP-75KEPS-BD-4Y-P	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - Platinum	TAP-80KEPS-BD-4Y-P	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - Platinum	TAP-1KEPS-BD-5Y-P	$ 552,250.00	$ 480,457.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-BD-5Y-P	$ 594,940.00	$ 517,597.80
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - Platinum	TAP-5KEPS-BD-5Y-P	$ 606,040.00	$ 527,254.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - Platinum	TAP-10KEPS-BD-5Y-P	$ 740,660.00	$ 644,374.20
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - Platinum	TAP-15KEPS-BD-5Y-P	$ 1,110,990.00	$ 966,561.30
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - Platinum	TAP-20KEPS-BD-5Y-P	$ 1,325,390.00	$ 1,153,089.30
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - Platinum	TAP-25KEPS-BD-5Y-P	$ 1,573,900.00	$ 1,369,293.00
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - Platinum	TAP-30KEPS-BD-5Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - Platinum	TAP-35KEPS-BD-5Y-P	$ 2,203,460.00	$ 1,917,010.20
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - Platinum	TAP-40KEPS-BD-5Y-P	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - Platinum	TAP-45KEPS-BD-5Y-P	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - Platinum	TAP-50KEPS-BD-5Y-P	$ 3,147,800.00	$ 2,738,586.00
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - Platinum	TAP-55KEPS-BD-5Y-P	$ 3,462,580.00	$ 3,012,444.60
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - Platinum	TAP-60KEPS-BD-5Y-P	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - Platinum	TAP-65KEPS-BD-5Y-P	$ 4,092,140.00	$ 3,560,161.80
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - Platinum	TAP-70KEPS-BD-5Y-P	$ 4,406,920.00	$ 3,834,020.40
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - Platinum	TAP-75KEPS-BD-5Y-P	$ 4,721,700.00	$ 4,107,879.00

FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - Platinum	TAP-80KEPS-BD-5Y-P	$ 5,036,480.00	$ 4,381,737.60
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - Platinum	RN-TAP-1KEPS-BD-1Y-P	$ 110,450.00	$ 96,091.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Platinum	RN-TAP-2.5KEPS-BD-1Y-P	$ 118,988.00	$ 103,519.56
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - Platinum	RN-TAP-5KEPS-BD-1Y-P	$ 121,208.00	$ 105,450.96
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - Platinum	RN-TAP-10KEPS-BD-1Y-P	$ 148,132.00	$ 128,874.84
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - Platinum	RN-TAP-15KEPS-BD-1Y-P	$ 222,198.00	$ 193,312.26
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - Platinum	RN-TAP-20KEPS-BD-1Y-P	$ 265,078.00	$ 230,617.86
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - Platinum	RN-TAP-25KEPS-BD-1Y-P	$ 314,780.00	$ 273,858.60
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - Platinum	RN-TAP-30KEPS-BD-1Y-P	$ 377,736.00	$ 328,630.32
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - Platinum	RN-TAP-35KEPS-BD-1Y-P	$ 440,692.00	$ 383,402.04
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - Platinum	RN-TAP-40KEPS-BD-1Y-P	$ 503,648.00	$ 438,173.76
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - Platinum	RN-TAP-45KEPS-BD-1Y-P	$ 566,604.00	$ 492,945.48
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - Platinum	RN-TAP-50KEPS-BD-1Y-P	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - Platinum	RN-TAP-55KEPS-BD-1Y-P	$ 692,516.00	$ 602,488.92
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - Platinum	RN-TAP-60KEPS-BD-1Y-P	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - Platinum	RN-TAP-65KEPS-BD-1Y-P	$ 818,428.00	$ 712,032.36
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - Platinum	RN-TAP-70KEPS-BD-1Y-P	$ 881,384.00	$ 766,804.08
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - Platinum	RN-TAP-75KEPS-BD-1Y-P	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - Platinum	RN-TAP-80KEPS-BD-1Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - Platinum	RN-TAP-1KEPS-BD-2Y-P	$ 220,900.00	$ 192,183.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Platinum	RN-TAP-2.5KEPS-BD-2Y-P	$ 237,976.00	$ 207,039.12
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - Platinum	RN-TAP-5KEPS-BD-2Y-P	$ 242,416.00	$ 210,901.92
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - Platinum	RN-TAP-10KEPS-BD-2Y-P	$ 296,264.00	$ 257,749.68
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - Platinum	RN-TAP-15KEPS-BD-2Y-P	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - Platinum	RN-TAP-20KEPS-BD-2Y-P	$ 530,156.00	$ 461,235.72
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - Platinum	RN-TAP-25KEPS-BD-2Y-P	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - Platinum	RN-TAP-30KEPS-BD-2Y-P	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - Platinum	RN-TAP-35KEPS-BD-2Y-P	$ 881,384.00	$ 766,804.08
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - Platinum	RN-TAP-40KEPS-BD-2Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - Platinum	RN-TAP-45KEPS-BD-2Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - Platinum	RN-TAP-50KEPS-BD-2Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - Platinum	RN-TAP-55KEPS-BD-2Y-P	$ 1,385,032.00	$ 1,204,977.84
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - Platinum	RN-TAP-60KEPS-BD-2Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - Platinum	RN-TAP-65KEPS-BD-2Y-P	$ 1,636,856.00	$ 1,424,064.72
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - Platinum	RN-TAP-70KEPS-BD-2Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - Platinum	RN-TAP-75KEPS-BD-2Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - Platinum	RN-TAP-80KEPS-BD-2Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - Platinum	RN-TAP-1KEPS-BD-3Y-P	$ 331,350.00	$ 288,274.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Platinum	RN-TAP-2.5KEPS-BD-3Y-P	$ 356,964.00	$ 310,558.68
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - Platinum	RN-TAP-5KEPS-BD-3Y-P	$ 363,624.00	$ 316,352.88
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - Platinum	RN-TAP-10KEPS-BD-3Y-P	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - Platinum	RN-TAP-15KEPS-BD-3Y-P	$ 666,594.00	$ 579,936.78
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - Platinum	RN-TAP-20KEPS-BD-3Y-P	$ 795,234.00	$ 691,853.58
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - Platinum	RN-TAP-25KEPS-BD-3Y-P	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - Platinum	RN-TAP-30KEPS-BD-3Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - Platinum	RN-TAP-35KEPS-BD-3Y-P	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - Platinum	RN-TAP-40KEPS-BD-3Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - Platinum	RN-TAP-45KEPS-BD-3Y-P	$ 1,699,812.00	$ 1,478,836.44
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - Platinum	RN-TAP-50KEPS-BD-3Y-P	$ 1,888,680.00	$ 1,643,151.60

FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - Platinum	RN-TAP-55KEPS-BD-3Y-P	$ 2,077,548.00	$ 1,807,466.76
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - Platinum	RN-TAP-60KEPS-BD-3Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - Platinum	RN-TAP-65KEPS-BD-3Y-P	$ 2,455,284.00	$ 2,136,097.08
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - Platinum	RN-TAP-70KEPS-BD-3Y-P	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - Platinum	RN-TAP-75KEPS-BD-3Y-P	$ 2,833,020.00	$ 2,464,727.40
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - Platinum	RN-TAP-80KEPS-BD-3Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - Platinum	RN-TAP-1KEPS-BD-4Y-P	$ 441,800.00	$ 384,366.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Platinum	RN-TAP-2.5KEPS-BD-4Y-P	$ 475,952.00	$ 414,078.24
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - Platinum	RN-TAP-5KEPS-BD-4Y-P	$ 484,832.00	$ 421,803.84
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - Platinum	RN-TAP-10KEPS-BD-4Y-P	$ 592,528.00	$ 515,499.36
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - Platinum	RN-TAP-15KEPS-BD-4Y-P	$ 888,792.00	$ 773,249.04
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - Platinum	RN-TAP-20KEPS-BD-4Y-P	$ 1,060,312.00	$ 922,471.44
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - Platinum	RN-TAP-25KEPS-BD-4Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - Platinum	RN-TAP-30KEPS-BD-4Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - Platinum	RN-TAP-35KEPS-BD-4Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - Platinum	RN-TAP-40KEPS-BD-4Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - Platinum	RN-TAP-45KEPS-BD-4Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - Platinum	RN-TAP-50KEPS-BD-4Y-P	$ 2,518,240.00	$ 2,190,868.80
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - Platinum	RN-TAP-55KEPS-BD-4Y-P	$ 2,770,064.00	$ 2,409,955.68
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - Platinum	RN-TAP-60KEPS-BD-4Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - Platinum	RN-TAP-65KEPS-BD-4Y-P	$ 3,273,712.00	$ 2,848,129.44
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - Platinum	RN-TAP-70KEPS-BD-4Y-P	$ 3,525,536.00	$ 3,067,216.32
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - Platinum	RN-TAP-75KEPS-BD-4Y-P	$ 3,777,360.00	$ 3,286,303.20
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - Platinum	RN-TAP-80KEPS-BD-4Y-P	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-BD-1Y-PPP	$ 115,973.00	$ 100,896.51
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-BD-1Y-PPP	$ 124,937.00	$ 108,695.19
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-BD-1Y-PPP	$ 127,268.00	$ 110,723.16
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-BD-1Y-PPP	$ 155,539.00	$ 135,318.93
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-BD-1Y-PPP	$ 233,308.00	$ 202,977.96
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-BD-1Y-PPP	$ 278,332.00	$ 242,148.84
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-BD-1Y-PPP	$ 330,519.00	$ 287,551.53
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-BD-1Y-PPP	$ 396,623.00	$ 345,062.01
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-BD-1Y-PPP	$ 462,727.00	$ 402,572.49
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-BD-1Y-PPP	$ 528,830.00	$ 460,082.10
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - Plat Prio Plus	TAP-45KEPS-BD-1Y-PPP	$ 594,934.00	$ 517,592.58
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - Plat Prio Plus	TAP-50KEPS-BD-1Y-PPP	$ 661,038.00	$ 575,103.06
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - Plat Prio Plus	TAP-55KEPS-BD-1Y-PPP	$ 727,142.00	$ 632,613.54
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - Plat Prio Plus	TAP-60KEPS-BD-1Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - Plat Prio Plus	TAP-65KEPS-BD-1Y-PPP	$ 859,349.00	$ 747,633.63
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - Plat Prio Plus	TAP-70KEPS-BD-1Y-PPP	$ 925,453.00	$ 805,144.11
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - Plat Prio Plus	TAP-75KEPS-BD-1Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - Plat Prio Plus	TAP-80KEPS-BD-1Y-PPP	$ 1,057,661.00	$ 920,165.07
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-BD-2Y-PPP	$ 231,946.00	$ 201,793.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-BD-2Y-PPP	$ 249,874.00	$ 217,390.38
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-BD-2Y-PPP	$ 254,536.00	$ 221,446.32
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-BD-2Y-PPP	$ 311,078.00	$ 270,637.86
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-BD-2Y-PPP	$ 466,616.00	$ 405,955.92
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-BD-2Y-PPP	$ 556,664.00	$ 484,297.68
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-BD-2Y-PPP	$ 661,038.00	$ 575,103.06

FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-BD-2Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-BD-2Y-PPP	$ 925,454.00	$ 805,144.98
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-BD-2Y-PPP	$ 1,057,660.00	$ 920,164.20
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - Plat Prio Plus	TAP-45KEPS-BD-2Y-PPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - Plat Prio Plus	TAP-50KEPS-BD-2Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - Plat Prio Plus	TAP-55KEPS-BD-2Y-PPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - Plat Prio Plus	TAP-60KEPS-BD-2Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - Plat Prio Plus	TAP-65KEPS-BD-2Y-PPP	$ 1,718,698.00	$ 1,495,267.26
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - Plat Prio Plus	TAP-70KEPS-BD-2Y-PPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - Plat Prio Plus	TAP-75KEPS-BD-2Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - Plat Prio Plus	TAP-80KEPS-BD-2Y-PPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-BD-3Y-PPP	$ 347,919.00	$ 302,689.53
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-BD-3Y-PPP	$ 374,811.00	$ 326,085.57
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-BD-3Y-PPP	$ 381,804.00	$ 332,169.48
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-BD-3Y-PPP	$ 466,617.00	$ 405,956.79
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-BD-3Y-PPP	$ 699,924.00	$ 608,933.88
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-BD-3Y-PPP	$ 834,996.00	$ 726,446.52
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-BD-3Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-BD-3Y-PPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-BD-3Y-PPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-BD-3Y-PPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - Plat Prio Plus	TAP-45KEPS-BD-3Y-PPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - Plat Prio Plus	TAP-50KEPS-BD-3Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - Plat Prio Plus	TAP-55KEPS-BD-3Y-PPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - Plat Prio Plus	TAP-60KEPS-BD-3Y-PPP	$ 2,379,738.00	$ 2,070,372.06
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - Plat Prio Plus	TAP-65KEPS-BD-3Y-PPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - Plat Prio Plus	TAP-70KEPS-BD-3Y-PPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - Plat Prio Plus	TAP-75KEPS-BD-3Y-PPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - Plat Prio Plus	TAP-80KEPS-BD-3Y-PPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-BD-4Y-PPP	$ 463,892.00	$ 403,586.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-BD-4Y-PPP	$ 499,748.00	$ 434,780.76
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-BD-4Y-PPP	$ 509,072.00	$ 442,892.64
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-BD-4Y-PPP	$ 622,156.00	$ 541,275.72
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-BD-4Y-PPP	$ 933,232.00	$ 811,911.84
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-BD-4Y-PPP	$ 1,113,328.00	$ 968,595.36
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-BD-4Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-BD-4Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-BD-4Y-PPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-BD-4Y-PPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - Plat Prio Plus	TAP-45KEPS-BD-4Y-PPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - Plat Prio Plus	TAP-50KEPS-BD-4Y-PPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - Plat Prio Plus	TAP-55KEPS-BD-4Y-PPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - Plat Prio Plus	TAP-60KEPS-BD-4Y-PPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - Plat Prio Plus	TAP-65KEPS-BD-4Y-PPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - Plat Prio Plus	TAP-70KEPS-BD-4Y-PPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - Plat Prio Plus	TAP-75KEPS-BD-4Y-PPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - Plat Prio Plus	TAP-80KEPS-BD-4Y-PPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-BD-5Y-PPP	$ 579,865.00	$ 504,482.55
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-BD-5Y-PPP	$ 624,685.00	$ 543,475.95

FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-BD-5Y-PPP	$ 636,340.00	$ 553,615.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-BD-5Y-PPP	$ 777,695.00	$ 676,594.65
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-BD-5Y-PPP	$ 1,166,540.00	$ 1,014,889.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-BD-5Y-PPP	$ 1,391,660.00	$ 1,210,744.20
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-BD-5Y-PPP	$ 1,652,595.00	$ 1,437,757.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-BD-5Y-PPP	$ 1,983,115.00	$ 1,725,310.05
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-BD-5Y-PPP	$ 2,313,635.00	$ 2,012,862.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-BD-5Y-PPP	$ 2,644,150.00	$ 2,300,410.50
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - Plat Prio Plus	TAP-45KEPS-BD-5Y-PPP	$ 2,974,670.00	$ 2,587,962.90
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - Plat Prio Plus	TAP-50KEPS-BD-5Y-PPP	$ 3,305,190.00	$ 2,875,515.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - Plat Prio Plus	TAP-55KEPS-BD-5Y-PPP	$ 3,635,710.00	$ 3,163,067.70
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - Plat Prio Plus	TAP-60KEPS-BD-5Y-PPP	$ 3,966,230.00	$ 3,450,620.10
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - Plat Prio Plus	TAP-65KEPS-BD-5Y-PPP	$ 4,296,745.00	$ 3,738,168.15
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - Plat Prio Plus	TAP-70KEPS-BD-5Y-PPP	$ 4,627,265.00	$ 4,025,720.55
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - Plat Prio Plus	TAP-75KEPS-BD-5Y-PPP	$ 4,957,785.00	$ 4,313,272.95
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - Plat Prio Plus	TAP-80KEPS-BD-5Y-PPP	$ 5,288,305.00	$ 4,600,825.35
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - Plat Prio Plus	RN-TAP-1KEPS-BD-1Y-PPP	$ 115,973.00	$ 100,896.51
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-1Y-PPP	$ 124,937.00	$ 108,695.19
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - Plat Prio Plus	RN-TAP-5KEPS-BD-1Y-PPP	$ 127,268.00	$ 110,723.16
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - Plat Prio Plus	RN-TAP-10KEPS-BD-1Y-PPP	$ 155,539.00	$ 135,318.93
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - Plat Prio Plus	RN-TAP-15KEPS-BD-1Y-PPP	$ 233,308.00	$ 202,977.96
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - Plat Prio Plus	RN-TAP-20KEPS-BD-1Y-PPP	$ 278,332.00	$ 242,148.84
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - Plat Prio Plus	RN-TAP-25KEPS-BD-1Y-PPP	$ 330,519.00	$ 287,551.53
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - Plat Prio Plus	RN-TAP-30KEPS-BD-1Y-PPP	$ 396,623.00	$ 345,062.01
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - Plat Prio Plus	RN-TAP-35KEPS-BD-1Y-PPP	$ 462,727.00	$ 402,572.49
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - Plat Prio Plus	RN-TAP-40KEPS-BD-1Y-PPP	$ 528,830.00	$ 460,082.10
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - Plat Prio Plus	RN-TAP-45KEPS-BD-1Y-PPP	$ 594,934.00	$ 517,592.58
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - Plat Prio Plus	RN-TAP-50KEPS-BD-1Y-PPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - Plat Prio Plus	RN-TAP-55KEPS-BD-1Y-PPP	$ 727,142.00	$ 632,613.54
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - Plat Prio Plus	RN-TAP-60KEPS-BD-1Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - Plat Prio Plus	RN-TAP-65KEPS-BD-1Y-PPP	$ 859,349.00	$ 747,633.63
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - Plat Prio Plus	RN-TAP-70KEPS-BD-1Y-PPP	$ 925,453.00	$ 805,144.11
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - Plat Prio Plus	RN-TAP-75KEPS-BD-1Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - Plat Prio Plus	RN-TAP-80KEPS-BD-1Y-PPP	$ 1,057,661.00	$ 920,165.07
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - Plat Prio Plus	RN-TAP-1KEPS-BD-2Y-PPP	$ 231,946.00	$ 201,793.02
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-2Y-PPP	$ 249,874.00	$ 217,390.38
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - Plat Prio Plus	RN-TAP-5KEPS-BD-2Y-PPP	$ 254,536.00	$ 221,446.32
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - Plat Prio Plus	RN-TAP-10KEPS-BD-2Y-PPP	$ 311,078.00	$ 270,637.86
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - Plat Prio Plus	RN-TAP-15KEPS-BD-2Y-PPP	$ 466,616.00	$ 405,955.92
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - Plat Prio Plus	RN-TAP-20KEPS-BD-2Y-PPP	$ 556,664.00	$ 484,297.68
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - Plat Prio Plus	RN-TAP-25KEPS-BD-2Y-PPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - Plat Prio Plus	RN-TAP-30KEPS-BD-2Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - Plat Prio Plus	RN-TAP-35KEPS-BD-2Y-PPP	$ 925,454.00	$ 805,144.98
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - Plat Prio Plus	RN-TAP-40KEPS-BD-2Y-PPP	$ 1,057,660.00	$ 920,164.20
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - Plat Prio Plus	RN-TAP-45KEPS-BD-2Y-PPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - Plat Prio Plus	RN-TAP-50KEPS-BD-2Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - Plat Prio Plus	RN-TAP-55KEPS-BD-2Y-PPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - Plat Prio Plus	RN-TAP-60KEPS-BD-2Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - Plat Prio Plus	RN-TAP-65KEPS-BD-2Y-PPP	$ 1,718,698.00	$ 1,495,267.26

FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - Plat Prio Plus	RN-TAP-70KEPS-BD-2Y-PPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - Plat Prio Plus	RN-TAP-75KEPS-BD-2Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - Plat Prio Plus	RN-TAP-80KEPS-BD-2Y-PPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - Plat Prio Plus	RN-TAP-1KEPS-BD-3Y-PPP	$ 347,919.00	$ 302,689.53
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-3Y-PPP	$ 374,811.00	$ 326,085.57
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - Plat Prio Plus	RN-TAP-5KEPS-BD-3Y-PPP	$ 381,804.00	$ 332,169.48
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - Plat Prio Plus	RN-TAP-10KEPS-BD-3Y-PPP	$ 466,617.00	$ 405,956.79
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - Plat Prio Plus	RN-TAP-15KEPS-BD-3Y-PPP	$ 699,924.00	$ 608,933.88
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - Plat Prio Plus	RN-TAP-20KEPS-BD-3Y-PPP	$ 834,996.00	$ 726,446.52
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - Plat Prio Plus	RN-TAP-25KEPS-BD-3Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - Plat Prio Plus	RN-TAP-30KEPS-BD-3Y-PPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - Plat Prio Plus	RN-TAP-35KEPS-BD-3Y-PPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - Plat Prio Plus	RN-TAP-40KEPS-BD-3Y-PPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - Plat Prio Plus	RN-TAP-45KEPS-BD-3Y-PPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - Plat Prio Plus	RN-TAP-50KEPS-BD-3Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - Plat Prio Plus	RN-TAP-55KEPS-BD-3Y-PPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - Plat Prio Plus	RN-TAP-60KEPS-BD-3Y-PPP	$ 2,379,738.00	$ 2,070,372.06
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - Plat Prio Plus	RN-TAP-65KEPS-BD-3Y-PPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - Plat Prio Plus	RN-TAP-70KEPS-BD-3Y-PPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - Plat Prio Plus	RN-TAP-75KEPS-BD-3Y-PPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - Plat Prio Plus	RN-TAP-80KEPS-BD-3Y-PPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - Plat Prio Plus	RN-TAP-1KEPS-BD-4Y-PPP	$ 463,892.00	$ 403,586.04
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-4Y-PPP	$ 499,748.00	$ 434,780.76
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - Plat Prio Plus	RN-TAP-5KEPS-BD-4Y-PPP	$ 509,072.00	$ 442,892.64
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - Plat Prio Plus	RN-TAP-10KEPS-BD-4Y-PPP	$ 622,156.00	$ 541,275.72
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - Plat Prio Plus	RN-TAP-15KEPS-BD-4Y-PPP	$ 933,232.00	$ 811,911.84
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - Plat Prio Plus	RN-TAP-20KEPS-BD-4Y-PPP	$ 1,113,328.00	$ 968,595.36
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - Plat Prio Plus	RN-TAP-25KEPS-BD-4Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - Plat Prio Plus	RN-TAP-30KEPS-BD-4Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - Plat Prio Plus	RN-TAP-35KEPS-BD-4Y-PPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - Plat Prio Plus	RN-TAP-40KEPS-BD-4Y-PPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - Plat Prio Plus	RN-TAP-45KEPS-BD-4Y-PPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - Plat Prio Plus	RN-TAP-50KEPS-BD-4Y-PPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - Plat Prio Plus	RN-TAP-55KEPS-BD-4Y-PPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - Plat Prio Plus	RN-TAP-60KEPS-BD-4Y-PPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - Plat Prio Plus	RN-TAP-65KEPS-BD-4Y-PPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - Plat Prio Plus	RN-TAP-70KEPS-BD-4Y-PPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - Plat Prio Plus	RN-TAP-75KEPS-BD-4Y-PPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - Plat Prio Plus	RN-TAP-80KEPS-BD-4Y-PPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - Platinum	TAP-1KEPS-SS-1Y-P	$ 232,635.00	$ 202,392.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-SS-1Y-P	$ 276,258.00	$ 240,344.46
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - Platinum	TAP-5KEPS-SS-1Y-P	$ 314,613.00	$ 273,713.31
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - Platinum	TAP-10KEPS-SS-1Y-P	$ 475,966.00	$ 414,090.42
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - Platinum	TAP-15KEPS-SS-1Y-P	$ 713,949.00	$ 621,135.63
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - Platinum	TAP-20KEPS-SS-1Y-P	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - Platinum	TAP-25KEPS-SS-1Y-P	$ 1,189,915.00	$ 1,035,226.05
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - Platinum	TAP-30KEPS-SS-1Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - Platinum	TAP-35KEPS-SS-1Y-P	$ 1,665,881.00	$ 1,449,316.47
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - Platinum	TAP-40KEPS-SS-1Y-P	$ 1,903,864.00	$ 1,656,361.68

FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - Platinum	TAP-45KEPS-SS-1Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - Platinum	TAP-50KEPS-SS-1Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - Platinum	TAP-55KEPS-SS-1Y-P	$ 2,617,813.00	$ 2,277,497.31
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - Platinum	TAP-60KEPS-SS-1Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - Platinum	TAP-65KEPS-SS-1Y-P	$ 3,093,779.00	$ 2,691,587.73
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - Platinum	TAP-70KEPS-SS-1Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - Platinum	TAP-75KEPS-SS-1Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - Platinum	TAP-80KEPS-SS-1Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - Platinum	TAP-1KEPS-SS-2Y-P	$ 465,270.00	$ 404,784.90
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-SS-2Y-P	$ 552,516.00	$ 480,688.92
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - Platinum	TAP-5KEPS-SS-2Y-P	$ 629,226.00	$ 547,426.62
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - Platinum	TAP-10KEPS-SS-2Y-P	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - Platinum	TAP-15KEPS-SS-2Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - Platinum	TAP-20KEPS-SS-2Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - Platinum	TAP-25KEPS-SS-2Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - Platinum	TAP-30KEPS-SS-2Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - Platinum	TAP-35KEPS-SS-2Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - Platinum	TAP-40KEPS-SS-2Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - Platinum	TAP-45KEPS-SS-2Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - Platinum	TAP-50KEPS-SS-2Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - Platinum	TAP-55KEPS-SS-2Y-P	$ 5,235,626.00	$ 4,554,994.62
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - Platinum	TAP-60KEPS-SS-2Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - Platinum	TAP-65KEPS-SS-2Y-P	$ 6,187,558.00	$ 5,383,175.46
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - Platinum	TAP-70KEPS-SS-2Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - Platinum	TAP-75KEPS-SS-2Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - Platinum	TAP-80KEPS-SS-2Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - Platinum	TAP-1KEPS-SS-3Y-P	$ 697,905.00	$ 607,177.35
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-SS-3Y-P	$ 828,774.00	$ 721,033.38
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - Platinum	TAP-5KEPS-SS-3Y-P	$ 943,839.00	$ 821,139.93
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - Platinum	TAP-10KEPS-SS-3Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - Platinum	TAP-15KEPS-SS-3Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - Platinum	TAP-20KEPS-SS-3Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - Platinum	TAP-25KEPS-SS-3Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - Platinum	TAP-30KEPS-SS-3Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - Platinum	TAP-35KEPS-SS-3Y-P	$ 4,997,643.00	$ 4,347,949.41
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - Platinum	TAP-40KEPS-SS-3Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - Platinum	TAP-45KEPS-SS-3Y-P	$ 6,425,541.00	$ 5,590,220.67
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - Platinum	TAP-50KEPS-SS-3Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - Platinum	TAP-55KEPS-SS-3Y-P	$ 7,853,439.00	$ 6,832,491.93
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - Platinum	TAP-60KEPS-SS-3Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - Platinum	TAP-65KEPS-SS-3Y-P	$ 9,281,337.00	$ 8,074,763.19
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - Platinum	TAP-70KEPS-SS-3Y-P	$ 9,995,286.00	$ 8,695,898.82
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - Platinum	TAP-75KEPS-SS-3Y-P	##############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - Platinum	TAP-80KEPS-SS-3Y-P	##############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - Platinum	TAP-1KEPS-SS-4Y-P	$ 930,540.00	$ 809,569.80
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-SS-4Y-P	$ 1,105,032.00	$ 961,377.84
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - Platinum	TAP-5KEPS-SS-4Y-P	$ 1,258,452.00	$ 1,094,853.24
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - Platinum	TAP-10KEPS-SS-4Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - Platinum	TAP-15KEPS-SS-4Y-P	$ 2,855,796.00	$ 2,484,542.52

FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - Platinum	TAP-20KEPS-SS-4Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - Platinum	TAP-25KEPS-SS-4Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - Platinum	TAP-30KEPS-SS-4Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - Platinum	TAP-35KEPS-SS-4Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - Platinum	TAP-40KEPS-SS-4Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - Platinum	TAP-45KEPS-SS-4Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - Platinum	TAP-50KEPS-SS-4Y-P	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - Platinum	TAP-55KEPS-SS-4Y-P	############	$ 9,109,989.24
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - Platinum	TAP-60KEPS-SS-4Y-P	############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - Platinum	TAP-65KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - Platinum	TAP-70KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - Platinum	TAP-75KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - Platinum	TAP-80KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - Platinum	TAP-1KEPS-SS-5Y-P	$ 1,163,175.00	$ 1,011,962.25
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-SS-5Y-P	$ 1,381,290.00	$ 1,201,722.30
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - Platinum	TAP-5KEPS-SS-5Y-P	$ 1,573,065.00	$ 1,368,566.55
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - Platinum	TAP-10KEPS-SS-5Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - Platinum	TAP-15KEPS-SS-5Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - Platinum	TAP-20KEPS-SS-5Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - Platinum	TAP-25KEPS-SS-5Y-P	$ 5,949,575.00	$ 5,176,130.25
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - Platinum	TAP-30KEPS-SS-5Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - Platinum	TAP-35KEPS-SS-5Y-P	$ 8,329,405.00	$ 7,246,582.35
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - Platinum	TAP-40KEPS-SS-5Y-P	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - Platinum	TAP-45KEPS-SS-5Y-P	############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - Platinum	TAP-50KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - Platinum	TAP-55KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - Platinum	TAP-60KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - Platinum	TAP-65KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - Platinum	TAP-70KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - Platinum	TAP-75KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - Platinum	TAP-80KEPS-SS-5Y-P	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - Platinum	RN-TAP-1KEPS-SS-1Y-P	$ 232,635.00	$ 202,392.45
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - Platinum	RN-TAP-2.5KEPS-SS-1Y-P	$ 276,258.00	$ 240,344.46
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - Platinum	RN-TAP-5KEPS-SS-1Y-P	$ 314,613.00	$ 273,713.31
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - Platinum	RN-TAP-10KEPS-SS-1Y-P	$ 475,966.00	$ 414,090.42
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - Platinum	RN-TAP-15KEPS-SS-1Y-P	$ 713,949.00	$ 621,135.63
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - Platinum	RN-TAP-20KEPS-SS-1Y-P	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - Platinum	RN-TAP-25KEPS-SS-1Y-P	$ 1,189,915.00	$ 1,035,226.05
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - Platinum	RN-TAP-30KEPS-SS-1Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - Platinum	RN-TAP-35KEPS-SS-1Y-P	$ 1,665,881.00	$ 1,449,316.47
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - Platinum	RN-TAP-40KEPS-SS-1Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - Platinum	RN-TAP-45KEPS-SS-1Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - Platinum	RN-TAP-50KEPS-SS-1Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - Platinum	RN-TAP-55KEPS-SS-1Y-P	$ 2,617,813.00	$ 2,277,497.31
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - Platinum	RN-TAP-60KEPS-SS-1Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - Platinum	RN-TAP-65KEPS-SS-1Y-P	$ 3,093,779.00	$ 2,691,587.73
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - Platinum	RN-TAP-70KEPS-SS-1Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - Platinum	RN-TAP-75KEPS-SS-1Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - Platinum	RN-TAP-80KEPS-SS-1Y-P	$ 3,807,728.00	$ 3,312,723.36

FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - Platinum	RN-TAP-1KEPS-SS-2Y-P	$ 465,270.00	$ 404,784.90
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - Platinum	RN-TAP-2.5KEPS-SS-2Y-P	$ 552,516.00	$ 480,688.92
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - Platinum	RN-TAP-5KEPS-SS-2Y-P	$ 629,226.00	$ 547,426.62
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - Platinum	RN-TAP-10KEPS-SS-2Y-P	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - Platinum	RN-TAP-15KEPS-SS-2Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - Platinum	RN-TAP-20KEPS-SS-2Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - Platinum	RN-TAP-25KEPS-SS-2Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - Platinum	RN-TAP-30KEPS-SS-2Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - Platinum	RN-TAP-35KEPS-SS-2Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - Platinum	RN-TAP-40KEPS-SS-2Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - Platinum	RN-TAP-45KEPS-SS-2Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - Platinum	RN-TAP-50KEPS-SS-2Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - Platinum	RN-TAP-55KEPS-SS-2Y-P	$ 5,235,626.00	$ 4,554,994.62
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - Platinum	RN-TAP-60KEPS-SS-2Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - Platinum	RN-TAP-65KEPS-SS-2Y-P	$ 6,187,558.00	$ 5,383,175.46
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - Platinum	RN-TAP-70KEPS-SS-2Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - Platinum	RN-TAP-75KEPS-SS-2Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - Platinum	RN-TAP-80KEPS-SS-2Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - Platinum	RN-TAP-1KEPS-SS-3Y-P	$ 697,905.00	$ 607,177.35
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - Platinum	RN-TAP-2.5KEPS-SS-3Y-P	$ 828,774.00	$ 721,033.38
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - Platinum	RN-TAP-5KEPS-SS-3Y-P	$ 943,839.00	$ 821,139.93
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - Platinum	RN-TAP-10KEPS-SS-3Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - Platinum	RN-TAP-15KEPS-SS-3Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - Platinum	RN-TAP-20KEPS-SS-3Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - Platinum	RN-TAP-25KEPS-SS-3Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - Platinum	RN-TAP-30KEPS-SS-3Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - Platinum	RN-TAP-35KEPS-SS-3Y-P	$ 4,997,643.00	$ 4,347,949.41
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - Platinum	RN-TAP-40KEPS-SS-3Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - Platinum	RN-TAP-45KEPS-SS-3Y-P	$ 6,425,541.00	$ 5,590,220.67
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - Platinum	RN-TAP-50KEPS-SS-3Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - Platinum	RN-TAP-55KEPS-SS-3Y-P	$ 7,853,439.00	$ 6,832,491.93
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - Platinum	RN-TAP-60KEPS-SS-3Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - Platinum	RN-TAP-65KEPS-SS-3Y-P	$ 9,281,337.00	$ 8,074,763.19
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - Platinum	RN-TAP-70KEPS-SS-3Y-P	$ 9,995,286.00	$ 8,695,898.82
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - Platinum	RN-TAP-75KEPS-SS-3Y-P	##############	$ 9,317,034.45
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - Platinum	RN-TAP-80KEPS-SS-3Y-P	##############	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - Platinum	RN-TAP-1KEPS-SS-4Y-P	$ 930,540.00	$ 809,569.80
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - Platinum	RN-TAP-2.5KEPS-SS-4Y-P	$ 1,105,032.00	$ 961,377.84
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - Platinum	RN-TAP-5KEPS-SS-4Y-P	$ 1,258,452.00	$ 1,094,853.24
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - Platinum	RN-TAP-10KEPS-SS-4Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - Platinum	RN-TAP-15KEPS-SS-4Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - Platinum	RN-TAP-20KEPS-SS-4Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - Platinum	RN-TAP-25KEPS-SS-4Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - Platinum	RN-TAP-30KEPS-SS-4Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - Platinum	RN-TAP-35KEPS-SS-4Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - Platinum	RN-TAP-40KEPS-SS-4Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - Platinum	RN-TAP-45KEPS-SS-4Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - Platinum	RN-TAP-50KEPS-SS-4Y-P	$ 9,519,320.00	$ 8,281,808.40
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - Platinum	RN-TAP-55KEPS-SS-4Y-P	##############	$ 9,109,989.24

FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - Platinum	RN-TAP-60KEPS-SS-4Y-P	##########	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - Platinum	RN-TAP-65KEPS-SS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - Platinum	RN-TAP-70KEPS-SS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - Platinum	RN-TAP-75KEPS-SS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - Platinum	RN-TAP-80KEPS-SS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-SS-1Y-PPP	$ 244,267.00	$ 212,512.29
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-SS-1Y-PPP	$ 290,071.00	$ 252,361.77
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-SS-1Y-PPP	$ 330,344.00	$ 287,399.28
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-SS-1Y-PPP	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-SS-1Y-PPP	$ 749,646.00	$ 652,192.02
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-SS-1Y-PPP	$ 999,529.00	$ 869,590.23
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-SS-1Y-PPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-SS-1Y-PPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-SS-1Y-PPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-SS-1Y-PPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - Plat Prio Plus	TAP-45KEPS-SS-1Y-PPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - Plat Prio Plus	TAP-50KEPS-SS-1Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - Plat Prio Plus	TAP-55KEPS-SS-1Y-PPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - Plat Prio Plus	TAP-60KEPS-SS-1Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - Plat Prio Plus	TAP-65KEPS-SS-1Y-PPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - Plat Prio Plus	TAP-70KEPS-SS-1Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - Plat Prio Plus	TAP-75KEPS-SS-1Y-PPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - Plat Prio Plus	TAP-80KEPS-SS-1Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-SS-2Y-PPP	$ 488,534.00	$ 425,024.58
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-SS-2Y-PPP	$ 580,142.00	$ 504,723.54
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-SS-2Y-PPP	$ 660,688.00	$ 574,798.56
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-SS-2Y-PPP	$ 999,528.00	$ 869,589.36
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-SS-2Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-SS-2Y-PPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-SS-2Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-SS-2Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-SS-2Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-SS-2Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - Plat Prio Plus	TAP-45KEPS-SS-2Y-PPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - Plat Prio Plus	TAP-50KEPS-SS-2Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - Plat Prio Plus	TAP-55KEPS-SS-2Y-PPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - Plat Prio Plus	TAP-60KEPS-SS-2Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - Plat Prio Plus	TAP-65KEPS-SS-2Y-PPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - Plat Prio Plus	TAP-70KEPS-SS-2Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - Plat Prio Plus	TAP-75KEPS-SS-2Y-PPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - Plat Prio Plus	TAP-80KEPS-SS-2Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-SS-3Y-PPP	$ 732,801.00	$ 637,536.87
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-SS-3Y-PPP	$ 870,213.00	$ 757,085.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-SS-3Y-PPP	$ 991,032.00	$ 862,197.84
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-SS-3Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-SS-3Y-PPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-SS-3Y-PPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-SS-3Y-PPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-SS-3Y-PPP	$ 4,497,879.00	$ 3,913,154.73

FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-SS-3Y-PPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-SS-3Y-PPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - Plat Prio Plus	TAP-45KEPS-SS-3Y-PPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - Plat Prio Plus	TAP-50KEPS-SS-3Y-PPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - Plat Prio Plus	TAP-55KEPS-SS-3Y-PPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - Plat Prio Plus	TAP-60KEPS-SS-3Y-PPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - Plat Prio Plus	TAP-65KEPS-SS-3Y-PPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - Plat Prio Plus	TAP-70KEPS-SS-3Y-PPP	############	$ 9,130,693.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - Plat Prio Plus	TAP-75KEPS-SS-3Y-PPP	############	$ 9,782,885.52
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - Plat Prio Plus	TAP-80KEPS-SS-3Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-SS-4Y-PPP	$ 977,068.00	$ 850,049.16
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-SS-4Y-PPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-SS-4Y-PPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-SS-4Y-PPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-SS-4Y-PPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-SS-4Y-PPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-SS-4Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-SS-4Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-SS-4Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-SS-4Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - Plat Prio Plus	TAP-45KEPS-SS-4Y-PPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - Plat Prio Plus	TAP-50KEPS-SS-4Y-PPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - Plat Prio Plus	TAP-55KEPS-SS-4Y-PPP	############	$ 9,565,489.92
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - Plat Prio Plus	TAP-60KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - Plat Prio Plus	TAP-65KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - Plat Prio Plus	TAP-70KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - Plat Prio Plus	TAP-75KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - Plat Prio Plus	TAP-80KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-SS-5Y-PPP	$ 1,221,335.00	$ 1,062,561.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-SS-5Y-PPP	$ 1,450,355.00	$ 1,261,808.85
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-SS-5Y-PPP	$ 1,651,720.00	$ 1,436,996.40
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-SS-5Y-PPP	$ 2,498,820.00	$ 2,173,973.40
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-SS-5Y-PPP	$ 3,748,230.00	$ 3,260,960.10
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-SS-5Y-PPP	$ 4,997,645.00	$ 4,347,951.15
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-SS-5Y-PPP	$ 6,247,055.00	$ 5,434,937.85
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-SS-5Y-PPP	$ 7,496,465.00	$ 6,521,924.55
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-SS-5Y-PPP	$ 8,745,875.00	$ 7,608,911.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-SS-5Y-PPP	$ 9,995,285.00	$ 8,695,897.95
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - Plat Prio Plus	TAP-45KEPS-SS-5Y-PPP	############	$ 9,782,884.65
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - Plat Prio Plus	TAP-50KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - Plat Prio Plus	TAP-55KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - Plat Prio Plus	TAP-60KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - Plat Prio Plus	TAP-65KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - Plat Prio Plus	TAP-70KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - Plat Prio Plus	TAP-75KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - Plat Prio Plus	TAP-80KEPS-SS-5Y-PPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - Plat Prio Plus	RN-TAP-1KEPS-SS-1Y-PPP	$ 244,267.00	$ 212,512.29
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-1Y-PPP	$ 290,071.00	$ 252,361.77
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - Plat Prio Plus	RN-TAP-5KEPS-SS-1Y-PPP	$ 330,344.00	$ 287,399.28

FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - Plat Prio Plus	RN-TAP-10KEPS-SS-1Y-PPP	$ 499,764.00	$ 434,794.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - Plat Prio Plus	RN-TAP-15KEPS-SS-1Y-PPP	$ 749,646.00	$ 652,192.02
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - Plat Prio Plus	RN-TAP-20KEPS-SS-1Y-PPP	$ 999,529.00	$ 869,590.23
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - Plat Prio Plus	RN-TAP-25KEPS-SS-1Y-PPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - Plat Prio Plus	RN-TAP-30KEPS-SS-1Y-PPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - Plat Prio Plus	RN-TAP-35KEPS-SS-1Y-PPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - Plat Prio Plus	RN-TAP-40KEPS-SS-1Y-PPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - Plat Prio Plus	RN-TAP-45KEPS-SS-1Y-PPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - Plat Prio Plus	RN-TAP-50KEPS-SS-1Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - Plat Prio Plus	RN-TAP-55KEPS-SS-1Y-PPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - Plat Prio Plus	RN-TAP-60KEPS-SS-1Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - Plat Prio Plus	RN-TAP-65KEPS-SS-1Y-PPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - Plat Prio Plus	RN-TAP-70KEPS-SS-1Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - Plat Prio Plus	RN-TAP-75KEPS-SS-1Y-PPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - Plat Prio Plus	RN-TAP-80KEPS-SS-1Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - Plat Prio Plus	RN-TAP-1KEPS-SS-2Y-PPP	$ 488,534.00	$ 425,024.58
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-2Y-PPP	$ 580,142.00	$ 504,723.54
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - Plat Prio Plus	RN-TAP-5KEPS-SS-2Y-PPP	$ 660,688.00	$ 574,798.56
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - Plat Prio Plus	RN-TAP-10KEPS-SS-2Y-PPP	$ 999,528.00	$ 869,589.36
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - Plat Prio Plus	RN-TAP-15KEPS-SS-2Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - Plat Prio Plus	RN-TAP-20KEPS-SS-2Y-PPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - Plat Prio Plus	RN-TAP-25KEPS-SS-2Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - Plat Prio Plus	RN-TAP-30KEPS-SS-2Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - Plat Prio Plus	RN-TAP-35KEPS-SS-2Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - Plat Prio Plus	RN-TAP-40KEPS-SS-2Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - Plat Prio Plus	RN-TAP-45KEPS-SS-2Y-PPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - Plat Prio Plus	RN-TAP-50KEPS-SS-2Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - Plat Prio Plus	RN-TAP-55KEPS-SS-2Y-PPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - Plat Prio Plus	RN-TAP-60KEPS-SS-2Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - Plat Prio Plus	RN-TAP-65KEPS-SS-2Y-PPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - Plat Prio Plus	RN-TAP-70KEPS-SS-2Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - Plat Prio Plus	RN-TAP-75KEPS-SS-2Y-PPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - Plat Prio Plus	RN-TAP-80KEPS-SS-2Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - Plat Prio Plus	RN-TAP-1KEPS-SS-3Y-PPP	$ 732,801.00	$ 637,536.87
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-3Y-PPP	$ 870,213.00	$ 757,085.31
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - Plat Prio Plus	RN-TAP-5KEPS-SS-3Y-PPP	$ 991,032.00	$ 862,197.84
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - Plat Prio Plus	RN-TAP-10KEPS-SS-3Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - Plat Prio Plus	RN-TAP-15KEPS-SS-3Y-PPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - Plat Prio Plus	RN-TAP-20KEPS-SS-3Y-PPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - Plat Prio Plus	RN-TAP-25KEPS-SS-3Y-PPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - Plat Prio Plus	RN-TAP-30KEPS-SS-3Y-PPP	$ 4,497,879.00	$ 3,913,154.73
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - Plat Prio Plus	RN-TAP-35KEPS-SS-3Y-PPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - Plat Prio Plus	RN-TAP-40KEPS-SS-3Y-PPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - Plat Prio Plus	RN-TAP-45KEPS-SS-3Y-PPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - Plat Prio Plus	RN-TAP-50KEPS-SS-3Y-PPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - Plat Prio Plus	RN-TAP-55KEPS-SS-3Y-PPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - Plat Prio Plus	RN-TAP-60KEPS-SS-3Y-PPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - Plat Prio Plus	RN-TAP-65KEPS-SS-3Y-PPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - Plat Prio Plus	RN-TAP-70KEPS-SS-3Y-PPP	##############	$ 9,130,693.50

FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - Plat Prio Plus	RN-TAP-75KEPS-SS-3Y-PPP	############	$ 9,782,885.52
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - Plat Prio Plus	RN-TAP-80KEPS-SS-3Y-PPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - Plat Prio Plus	RN-TAP-1KEPS-SS-4Y-PPP	$ 977,068.00	$ 850,049.16
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-4Y-PPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - Plat Prio Plus	RN-TAP-5KEPS-SS-4Y-PPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - Plat Prio Plus	RN-TAP-10KEPS-SS-4Y-PPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - Plat Prio Plus	RN-TAP-15KEPS-SS-4Y-PPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - Plat Prio Plus	RN-TAP-20KEPS-SS-4Y-PPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - Plat Prio Plus	RN-TAP-25KEPS-SS-4Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - Plat Prio Plus	RN-TAP-30KEPS-SS-4Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - Plat Prio Plus	RN-TAP-35KEPS-SS-4Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - Plat Prio Plus	RN-TAP-40KEPS-SS-4Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - Plat Prio Plus	RN-TAP-45KEPS-SS-4Y-PPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - Plat Prio Plus	RN-TAP-50KEPS-SS-4Y-PPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - Plat Prio Plus	RN-TAP-55KEPS-SS-4Y-PPP	############	$ 9,565,489.92
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - Plat Prio Plus	RN-TAP-60KEPS-SS-4Y-PPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - Plat Prio Plus	RN-TAP-65KEPS-SS-4Y-PPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - Plat Prio Plus	RN-TAP-70KEPS-SS-4Y-PPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - Plat Prio Plus	RN-TAP-75KEPS-SS-4Y-PPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - Plat Prio Plus	RN-TAP-80KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - Platinum	TAP-1KEPS-LS-1Y-P	$ 492,411.00	$ 428,397.57
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-LS-1Y-P	$ 600,978.00	$ 522,850.86
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - Platinum	TAP-5KEPS-LS-1Y-P	$ 704,277.00	$ 612,720.99
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - Platinum	TAP-10KEPS-LS-1Y-P	$ 1,125,406.00	$ 979,103.22
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - Platinum	TAP-15KEPS-LS-1Y-P	$ 1,688,109.00	$ 1,468,654.83
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - Platinum	TAP-20KEPS-LS-1Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - Platinum	TAP-25KEPS-LS-1Y-P	$ 2,813,515.00	$ 2,447,758.05
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - Platinum	TAP-30KEPS-LS-1Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - Platinum	TAP-35KEPS-LS-1Y-P	$ 3,938,921.00	$ 3,426,861.27
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - Platinum	TAP-40KEPS-LS-1Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - Platinum	TAP-1KEPS-LS-2Y-P	$ 984,822.00	$ 856,795.14
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-LS-2Y-P	$ 1,201,956.00	$ 1,045,701.72
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - Platinum	TAP-5KEPS-LS-2Y-P	$ 1,408,554.00	$ 1,225,441.98
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - Platinum	TAP-10KEPS-LS-2Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - Platinum	TAP-15KEPS-LS-2Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - Platinum	TAP-20KEPS-LS-2Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - Platinum	TAP-25KEPS-LS-2Y-P	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - Platinum	TAP-30KEPS-LS-2Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - Platinum	TAP-35KEPS-LS-2Y-P	$ 7,877,842.00	$ 6,853,722.54
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - Platinum	TAP-40KEPS-LS-2Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - Platinum	TAP-1KEPS-LS-3Y-P	$ 1,477,233.00	$ 1,285,192.71
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-LS-3Y-P	$ 1,802,934.00	$ 1,568,552.58
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - Platinum	TAP-5KEPS-LS-3Y-P	$ 2,112,831.00	$ 1,838,162.97
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - Platinum	TAP-10KEPS-LS-3Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - Platinum	TAP-15KEPS-LS-3Y-P	$ 5,064,327.00	$ 4,405,964.49
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - Platinum	TAP-20KEPS-LS-3Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - Platinum	TAP-25KEPS-LS-3Y-P	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - Platinum	TAP-30KEPS-LS-3Y-P	############	$ 8,811,928.98
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - Platinum	TAP-35KEPS-LS-3Y-P	############	############

FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - Platinum	TAP-40KEPS-LS-3Y-P	############	############
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - Platinum	TAP-1KEPS-LS-4Y-P	$ 1,969,644.00	$ 1,713,590.28
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-LS-4Y-P	$ 2,403,912.00	$ 2,091,403.44
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - Platinum	TAP-5KEPS-LS-4Y-P	$ 2,817,108.00	$ 2,450,883.96
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - Platinum	TAP-10KEPS-LS-4Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - Platinum	TAP-15KEPS-LS-4Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - Platinum	TAP-20KEPS-LS-4Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - Platinum	TAP-25KEPS-LS-4Y-P	############	$ 9,791,032.20
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - Platinum	TAP-30KEPS-LS-4Y-P	############	############
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - Platinum	TAP-35KEPS-LS-4Y-P	############	############
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - Platinum	TAP-40KEPS-LS-4Y-P	############	############
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - Platinum	TAP-1KEPS-LS-5Y-P	$ 2,462,055.00	$ 2,141,987.85
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-LS-5Y-P	$ 3,004,890.00	$ 2,614,254.30
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - Platinum	TAP-5KEPS-LS-5Y-P	$ 3,521,385.00	$ 3,063,604.95
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - Platinum	TAP-10KEPS-LS-5Y-P	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - Platinum	TAP-15KEPS-LS-5Y-P	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - Platinum	TAP-20KEPS-LS-5Y-P	############	$ 9,791,032.20
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - Platinum	TAP-25KEPS-LS-5Y-P	############	############
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - Platinum	TAP-30KEPS-LS-5Y-P	############	############
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - Platinum	TAP-35KEPS-LS-5Y-P	############	############
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - Platinum	TAP-40KEPS-LS-5Y-P	############	############
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - Platinum	RN-TAP-1KEPS-LS-1Y-P	$ 492,411.00	$ 428,397.57
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - Platinum	RN-TAP-2.5KEPS-LS-1Y-P	$ 600,978.00	$ 522,850.86
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - Platinum	RN-TAP-5KEPS-LS-1Y-P	$ 704,277.00	$ 612,720.99
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - Platinum	RN-TAP-10KEPS-LS-1Y-P	$ 1,125,406.00	$ 979,103.22
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - Platinum	RN-TAP-15KEPS-LS-1Y-P	$ 1,688,109.00	$ 1,468,654.83
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - Platinum	RN-TAP-20KEPS-LS-1Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - Platinum	RN-TAP-25KEPS-LS-1Y-P	$ 2,813,515.00	$ 2,447,758.05
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - Platinum	RN-TAP-30KEPS-LS-1Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - Platinum	RN-TAP-35KEPS-LS-1Y-P	$ 3,938,921.00	$ 3,426,861.27
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - Platinum	RN-TAP-40KEPS-LS-1Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - Platinum	RN-TAP-1KEPS-LS-2Y-P	$ 984,822.00	$ 856,795.14
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - Platinum	RN-TAP-2.5KEPS-LS-2Y-P	$ 1,201,956.00	$ 1,045,701.72
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - Platinum	RN-TAP-5KEPS-LS-2Y-P	$ 1,408,554.00	$ 1,225,441.98
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - Platinum	RN-TAP-10KEPS-LS-2Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - Platinum	RN-TAP-15KEPS-LS-2Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - Platinum	RN-TAP-20KEPS-LS-2Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - Platinum	RN-TAP-25KEPS-LS-2Y-P	$ 5,627,030.00	$ 4,895,516.10
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - Platinum	RN-TAP-30KEPS-LS-2Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - Platinum	RN-TAP-35KEPS-LS-2Y-P	$ 7,877,842.00	$ 6,853,722.54
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - Platinum	RN-TAP-40KEPS-LS-2Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - Platinum	RN-TAP-1KEPS-LS-3Y-P	$ 1,477,233.00	$ 1,285,192.71
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - Platinum	RN-TAP-2.5KEPS-LS-3Y-P	$ 1,802,934.00	$ 1,568,552.58
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - Platinum	RN-TAP-5KEPS-LS-3Y-P	$ 2,112,831.00	$ 1,838,162.97
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - Platinum	RN-TAP-10KEPS-LS-3Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - Platinum	RN-TAP-15KEPS-LS-3Y-P	$ 5,064,327.00	$ 4,405,964.49
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - Platinum	RN-TAP-20KEPS-LS-3Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - Platinum	RN-TAP-25KEPS-LS-3Y-P	$ 8,440,545.00	$ 7,343,274.15
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - Platinum	RN-TAP-30KEPS-LS-3Y-P	############	$ 8,811,928.98

FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - Platinum	RN-TAP-35KEPS-LS-3Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - Platinum	RN-TAP-40KEPS-LS-3Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - Platinum	RN-TAP-1KEPS-LS-4Y-P	$ 1,969,644.00	$ 1,713,590.28
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - Platinum	RN-TAP-2.5KEPS-LS-4Y-P	$ 2,403,912.00	$ 2,091,403.44
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - Platinum	RN-TAP-5KEPS-LS-4Y-P	$ 2,817,108.00	$ 2,450,883.96
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - Platinum	RN-TAP-10KEPS-LS-4Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - Platinum	RN-TAP-15KEPS-LS-4Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - Platinum	RN-TAP-20KEPS-LS-4Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - Platinum	RN-TAP-25KEPS-LS-4Y-P	##########	$ 9,791,032.20
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - Platinum	RN-TAP-30KEPS-LS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - Platinum	RN-TAP-35KEPS-LS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - Platinum	RN-TAP-40KEPS-LS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-LS-1Y-PPP	$ 517,032.00	$ 449,817.84
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-LS-1Y-PPP	$ 631,027.00	$ 548,993.49
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-LS-1Y-PPP	$ 739,491.00	$ 643,357.17
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-LS-1Y-PPP	$ 1,181,676.00	$ 1,028,058.12
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-LS-1Y-PPP	$ 1,772,514.00	$ 1,542,087.18
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-LS-1Y-PPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-LS-1Y-PPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-LS-1Y-PPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-LS-1Y-PPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-LS-1Y-PPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-LS-2Y-PPP	$ 1,034,064.00	$ 899,635.68
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-LS-2Y-PPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-LS-2Y-PPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-LS-2Y-PPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-LS-2Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-LS-2Y-PPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-LS-2Y-PPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-LS-2Y-PPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-LS-2Y-PPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-LS-2Y-PPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-LS-3Y-PPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-LS-3Y-PPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-LS-3Y-PPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-LS-3Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-LS-3Y-PPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-LS-3Y-PPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-LS-3Y-PPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-LS-3Y-PPP	##########	$ 9,252,525.69
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-LS-3Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-LS-3Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-LS-4Y-PPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-LS-4Y-PPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-LS-4Y-PPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-LS-4Y-PPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-LS-4Y-PPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-LS-4Y-PPP	$ 9,453,412.00	$ 8,224,468.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-LS-4Y-PPP	##########	##########

FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-LS-5Y-PPP	$ 2,585,160.00	$ 2,249,089.20
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-LS-5Y-PPP	$ 3,155,135.00	$ 2,744,967.45
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-LS-5Y-PPP	$ 3,697,455.00	$ 3,216,785.85
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-LS-5Y-PPP	$ 5,908,380.00	$ 5,140,290.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-LS-5Y-PPP	$ 8,862,570.00	$ 7,710,435.90
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-LS-5Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - Plat Prio Plus	RN-TAP-1KEPS-LS-1Y-PPP	$ 517,032.00	$ 449,817.84
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-1Y-PPP	$ 631,027.00	$ 548,993.49
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - Plat Prio Plus	RN-TAP-5KEPS-LS-1Y-PPP	$ 739,491.00	$ 643,357.17
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - Plat Prio Plus	RN-TAP-10KEPS-LS-1Y-PPP	$ 1,181,676.00	$ 1,028,058.12
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - Plat Prio Plus	RN-TAP-15KEPS-LS-1Y-PPP	$ 1,772,514.00	$ 1,542,087.18
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - Plat Prio Plus	RN-TAP-20KEPS-LS-1Y-PPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - Plat Prio Plus	RN-TAP-25KEPS-LS-1Y-PPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - Plat Prio Plus	RN-TAP-30KEPS-LS-1Y-PPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - Plat Prio Plus	RN-TAP-35KEPS-LS-1Y-PPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - Plat Prio Plus	RN-TAP-40KEPS-LS-1Y-PPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - Plat Prio Plus	RN-TAP-1KEPS-LS-2Y-PPP	$ 1,034,064.00	$ 899,635.68
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-2Y-PPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - Plat Prio Plus	RN-TAP-5KEPS-LS-2Y-PPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - Plat Prio Plus	RN-TAP-10KEPS-LS-2Y-PPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - Plat Prio Plus	RN-TAP-15KEPS-LS-2Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - Plat Prio Plus	RN-TAP-20KEPS-LS-2Y-PPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - Plat Prio Plus	RN-TAP-25KEPS-LS-2Y-PPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - Plat Prio Plus	RN-TAP-30KEPS-LS-2Y-PPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - Plat Prio Plus	RN-TAP-35KEPS-LS-2Y-PPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - Plat Prio Plus	RN-TAP-40KEPS-LS-2Y-PPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - Plat Prio Plus	RN-TAP-1KEPS-LS-3Y-PPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-3Y-PPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - Plat Prio Plus	RN-TAP-5KEPS-LS-3Y-PPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - Plat Prio Plus	RN-TAP-10KEPS-LS-3Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - Plat Prio Plus	RN-TAP-15KEPS-LS-3Y-PPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - Plat Prio Plus	RN-TAP-20KEPS-LS-3Y-PPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - Plat Prio Plus	RN-TAP-25KEPS-LS-3Y-PPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - Plat Prio Plus	RN-TAP-30KEPS-LS-3Y-PPP	##########	$ 9,252,525.69
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - Plat Prio Plus	RN-TAP-35KEPS-LS-3Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - Plat Prio Plus	RN-TAP-40KEPS-LS-3Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - Plat Prio Plus	RN-TAP-1KEPS-LS-4Y-PPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-4Y-PPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - Plat Prio Plus	RN-TAP-5KEPS-LS-4Y-PPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - Plat Prio Plus	RN-TAP-10KEPS-LS-4Y-PPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - Plat Prio Plus	RN-TAP-15KEPS-LS-4Y-PPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - Plat Prio Plus	RN-TAP-20KEPS-LS-4Y-PPP	$ 9,453,412.00	$ 8,224,468.44

FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - Plat Prio Plus	RN-TAP-25KEPS-LS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - Plat Prio Plus	RN-TAP-30KEPS-LS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - Plat Prio Plus	RN-TAP-35KEPS-LS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - Plat Prio Plus	RN-TAP-40KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - Platinum	TAP-1KEPS-DT2SS-1Y-P-A	$ 122,185.00	$ 106,300.95
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-DT2SS-1Y-P-A	$ 157,270.00	$ 136,824.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - Platinum	TAP-5KEPS-DT2SS-1Y-P-A	$ 193,405.00	$ 168,262.35
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - Platinum	TAP-10KEPS-DT2SS-1Y-P-A	$ 327,834.00	$ 285,215.58
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - Platinum	TAP-15KEPS-DT2SS-1Y-P-A	$ 491,751.00	$ 427,823.37
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - Platinum	TAP-20KEPS-DT2SS-1Y-P-A	$ 686,854.00	$ 597,562.98
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - Platinum	TAP-25KEPS-DT2SS-1Y-P-A	$ 875,135.00	$ 761,367.45
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - Platinum	TAP-30KEPS-DT2SS-1Y-P-A	$ 1,050,162.00	$ 913,640.94
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - Platinum	TAP-35KEPS-DT2SS-1Y-P-A	$ 1,225,189.00	$ 1,065,914.43
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - Platinum	TAP-40KEPS-DT2SS-1Y-P-A	$ 1,400,216.00	$ 1,218,187.92
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - Platinum	TAP-45KEPS-DT2SS-1Y-P-A	$ 1,575,243.00	$ 1,370,461.41
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - Platinum	TAP-50KEPS-DT2SS-1Y-P-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - Platinum	TAP-55KEPS-DT2SS-1Y-P-A	$ 1,925,297.00	$ 1,675,008.39
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - Platinum	TAP-60KEPS-DT2SS-1Y-P-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - Platinum	TAP-65KEPS-DT2SS-1Y-P-A	$ 2,275,351.00	$ 1,979,555.37
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - Platinum	TAP-70KEPS-DT2SS-1Y-P-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - Platinum	TAP-75KEPS-DT2SS-1Y-P-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - Platinum	TAP-80KEPS-DT2SS-1Y-P-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - Platinum	TAP-1KEPS-DT2SS-2Y-P-A	$ 244,370.00	$ 212,601.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-DT2SS-2Y-P-A	$ 314,540.00	$ 273,649.80
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - Platinum	TAP-5KEPS-DT2SS-2Y-P-A	$ 386,810.00	$ 336,524.70
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - Platinum	TAP-10KEPS-DT2SS-2Y-P-A	$ 655,668.00	$ 570,431.16
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - Platinum	TAP-15KEPS-DT2SS-2Y-P-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - Platinum	TAP-20KEPS-DT2SS-2Y-P-A	$ 1,373,708.00	$ 1,195,125.96
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - Platinum	TAP-25KEPS-DT2SS-2Y-P-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - Platinum	TAP-30KEPS-DT2SS-2Y-P-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - Platinum	TAP-35KEPS-DT2SS-2Y-P-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - Platinum	TAP-40KEPS-DT2SS-2Y-P-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - Platinum	TAP-45KEPS-DT2SS-2Y-P-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - Platinum	TAP-50KEPS-DT2SS-2Y-P-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - Platinum	TAP-55KEPS-DT2SS-2Y-P-A	$ 3,850,594.00	$ 3,350,016.78
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - Platinum	TAP-60KEPS-DT2SS-2Y-P-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - Platinum	TAP-65KEPS-DT2SS-2Y-P-A	$ 4,550,702.00	$ 3,959,110.74
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - Platinum	TAP-70KEPS-DT2SS-2Y-P-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - Platinum	TAP-75KEPS-DT2SS-2Y-P-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - Platinum	TAP-80KEPS-DT2SS-2Y-P-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - Platinum	TAP-1KEPS-DT2SS-3Y-P-A	$ 366,555.00	$ 318,902.85
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-DT2SS-3Y-P-A	$ 471,810.00	$ 410,474.70
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - Platinum	TAP-5KEPS-DT2SS-3Y-P-A	$ 580,215.00	$ 504,787.05
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - Platinum	TAP-10KEPS-DT2SS-3Y-P-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - Platinum	TAP-15KEPS-DT2SS-3Y-P-A	$ 1,475,253.00	$ 1,283,470.11
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - Platinum	TAP-20KEPS-DT2SS-3Y-P-A	$ 2,060,562.00	$ 1,792,688.94
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - Platinum	TAP-25KEPS-DT2SS-3Y-P-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - Platinum	TAP-30KEPS-DT2SS-3Y-P-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - Platinum	TAP-35KEPS-DT2SS-3Y-P-A	$ 3,675,567.00	$ 3,197,743.29

FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - Platinum	TAP-40KEPS-DT2SS-3Y-P-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - Platinum	TAP-45KEPS-DT2SS-3Y-P-A	$ 4,725,729.00	$ 4,111,384.23
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - Platinum	TAP-50KEPS-DT2SS-3Y-P-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - Platinum	TAP-55KEPS-DT2SS-3Y-P-A	$ 5,775,891.00	$ 5,025,025.17
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - Platinum	TAP-60KEPS-DT2SS-3Y-P-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - Platinum	TAP-65KEPS-DT2SS-3Y-P-A	$ 6,826,053.00	$ 5,938,666.11
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - Platinum	TAP-70KEPS-DT2SS-3Y-P-A	$ 7,351,134.00	$ 6,395,486.58
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - Platinum	TAP-75KEPS-DT2SS-3Y-P-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - Platinum	TAP-80KEPS-DT2SS-3Y-P-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - Platinum	TAP-1KEPS-DT2SS-4Y-P-A	$ 488,740.00	$ 425,203.80
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-DT2SS-4Y-P-A	$ 629,080.00	$ 547,299.60
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - Platinum	TAP-5KEPS-DT2SS-4Y-P-A	$ 773,620.00	$ 673,049.40
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - Platinum	TAP-10KEPS-DT2SS-4Y-P-A	$ 1,311,336.00	$ 1,140,862.32
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - Platinum	TAP-15KEPS-DT2SS-4Y-P-A	$ 1,967,004.00	$ 1,711,293.48
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - Platinum	TAP-20KEPS-DT2SS-4Y-P-A	$ 2,747,416.00	$ 2,390,251.92
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - Platinum	TAP-25KEPS-DT2SS-4Y-P-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - Platinum	TAP-30KEPS-DT2SS-4Y-P-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - Platinum	TAP-35KEPS-DT2SS-4Y-P-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - Platinum	TAP-40KEPS-DT2SS-4Y-P-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - Platinum	TAP-45KEPS-DT2SS-4Y-P-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - Platinum	TAP-50KEPS-DT2SS-4Y-P-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - Platinum	TAP-55KEPS-DT2SS-4Y-P-A	$ 7,701,188.00	$ 6,700,033.56
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - Platinum	TAP-60KEPS-DT2SS-4Y-P-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - Platinum	TAP-65KEPS-DT2SS-4Y-P-A	$ 9,101,404.00	$ 7,918,221.48
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - Platinum	TAP-70KEPS-DT2SS-4Y-P-A	$ 9,801,512.00	$ 8,527,315.44
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - Platinum	TAP-75KEPS-DT2SS-4Y-P-A	##############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - Platinum	TAP-80KEPS-DT2SS-4Y-P-A	##############	$ 9,745,503.36
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - Platinum	TAP-1KEPS-DT2SS-5Y-P-A	$ 610,925.00	$ 531,504.75
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-DT2SS-5Y-P-A	$ 786,350.00	$ 684,124.50
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - Platinum	TAP-5KEPS-DT2SS-5Y-P-A	$ 967,025.00	$ 841,311.75
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - Platinum	TAP-10KEPS-DT2SS-5Y-P-A	$ 1,639,170.00	$ 1,426,077.90
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - Platinum	TAP-15KEPS-DT2SS-5Y-P-A	$ 2,458,755.00	$ 2,139,116.85
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - Platinum	TAP-20KEPS-DT2SS-5Y-P-A	$ 3,434,270.00	$ 2,987,814.90
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - Platinum	TAP-25KEPS-DT2SS-5Y-P-A	$ 4,375,675.00	$ 3,806,837.25
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - Platinum	TAP-30KEPS-DT2SS-5Y-P-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - Platinum	TAP-35KEPS-DT2SS-5Y-P-A	$ 6,125,945.00	$ 5,329,572.15
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - Platinum	TAP-40KEPS-DT2SS-5Y-P-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - Platinum	TAP-45KEPS-DT2SS-5Y-P-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - Platinum	TAP-50KEPS-DT2SS-5Y-P-A	$ 8,751,350.00	$ 7,613,674.50
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - Platinum	TAP-55KEPS-DT2SS-5Y-P-A	$ 9,626,485.00	$ 8,375,041.95
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - Platinum	TAP-60KEPS-DT2SS-5Y-P-A	##############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - Platinum	TAP-65KEPS-DT2SS-5Y-P-A	##############	$ 9,897,776.85
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - Platinum	TAP-70KEPS-DT2SS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - Platinum	TAP-75KEPS-DT2SS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - Platinum	TAP-80KEPS-DT2SS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-DT2SS-1Y-PPP-A	$ 128,294.00	$ 111,615.78
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-1Y-PPP-	$ 165,134.00	$ 143,666.58
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-DT2SS-1Y-PPP-A	$ 203,076.00	$ 176,676.12
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-DT2SS-1Y-PPP-A	$ 344,225.00	$ 299,475.75

FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-DT2SS-1Y-PPP-A	$ 516,338.00	$ 449,214.06
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-DT2SS-1Y-PPP-A	$ 721,197.00	$ 627,441.39
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-DT2SS-1Y-PPP-A	$ 918,892.00	$ 799,436.04
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-DT2SS-1Y-PPP-A	$ 1,102,670.00	$ 959,322.90
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-DT2SS-1Y-PPP-A	$ 1,286,448.00	$ 1,119,209.76
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-DT2SS-1Y-PPP-A	$ 1,470,227.00	$ 1,279,097.49
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - Plat Prio Plus	TAP-45KEPS-DT2SS-1Y-PPP-A	$ 1,654,005.00	$ 1,438,984.35
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - Plat Prio Plus	TAP-50KEPS-DT2SS-1Y-PPP-A	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - Plat Prio Plus	TAP-55KEPS-DT2SS-1Y-PPP-A	$ 2,021,562.00	$ 1,758,758.94
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - Plat Prio Plus	TAP-60KEPS-DT2SS-1Y-PPP-A	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - Plat Prio Plus	TAP-65KEPS-DT2SS-1Y-PPP-A	$ 2,389,119.00	$ 2,078,533.53
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - Plat Prio Plus	TAP-70KEPS-DT2SS-1Y-PPP-A	$ 2,572,897.00	$ 2,238,420.39
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - Plat Prio Plus	TAP-75KEPS-DT2SS-1Y-PPP-A	$ 2,756,675.00	$ 2,398,307.25
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - Plat Prio Plus	TAP-80KEPS-DT2SS-1Y-PPP-A	$ 2,940,453.00	$ 2,558,194.11
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-DT2SS-2Y-PPP-A	$ 256,588.00	$ 223,231.56
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-2Y-PPP-	$ 330,268.00	$ 287,333.16
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-DT2SS-2Y-PPP-A	$ 406,152.00	$ 353,352.24
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-DT2SS-2Y-PPP-A	$ 688,450.00	$ 598,951.50
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-DT2SS-2Y-PPP-A	$ 1,032,676.00	$ 898,428.12
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-DT2SS-2Y-PPP-A	$ 1,442,394.00	$ 1,254,882.78
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-DT2SS-2Y-PPP-A	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-DT2SS-2Y-PPP-A	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-DT2SS-2Y-PPP-A	$ 2,572,896.00	$ 2,238,419.52
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-DT2SS-2Y-PPP-A	$ 2,940,454.00	$ 2,558,194.98
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - Plat Prio Plus	TAP-45KEPS-DT2SS-2Y-PPP-A	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - Plat Prio Plus	TAP-50KEPS-DT2SS-2Y-PPP-A	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - Plat Prio Plus	TAP-55KEPS-DT2SS-2Y-PPP-A	$ 4,043,124.00	$ 3,517,517.88
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - Plat Prio Plus	TAP-60KEPS-DT2SS-2Y-PPP-A	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - Plat Prio Plus	TAP-65KEPS-DT2SS-2Y-PPP-A	$ 4,778,238.00	$ 4,157,067.06
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - Plat Prio Plus	TAP-70KEPS-DT2SS-2Y-PPP-A	$ 5,145,794.00	$ 4,476,840.78
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - Plat Prio Plus	TAP-75KEPS-DT2SS-2Y-PPP-A	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - Plat Prio Plus	TAP-80KEPS-DT2SS-2Y-PPP-A	$ 5,880,906.00	$ 5,116,388.22
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-DT2SS-3Y-PPP-A	$ 384,882.00	$ 334,847.34
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-3Y-PPP-	$ 495,402.00	$ 430,999.74
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-DT2SS-3Y-PPP-A	$ 609,228.00	$ 530,028.36
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-DT2SS-3Y-PPP-A	$ 1,032,675.00	$ 898,427.25
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-DT2SS-3Y-PPP-A	$ 1,549,014.00	$ 1,347,642.18
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-DT2SS-3Y-PPP-A	$ 2,163,591.00	$ 1,882,324.17
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-DT2SS-3Y-PPP-A	$ 2,756,676.00	$ 2,398,308.12
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-DT2SS-3Y-PPP-A	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-DT2SS-3Y-PPP-A	$ 3,859,344.00	$ 3,357,629.28
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-DT2SS-3Y-PPP-A	$ 4,410,681.00	$ 3,837,292.47
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - Plat Prio Plus	TAP-45KEPS-DT2SS-3Y-PPP-A	$ 4,962,015.00	$ 4,316,953.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - Plat Prio Plus	TAP-50KEPS-DT2SS-3Y-PPP-A	$ 5,513,352.00	$ 4,796,616.24
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - Plat Prio Plus	TAP-55KEPS-DT2SS-3Y-PPP-A	$ 6,064,686.00	$ 5,276,276.82
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - Plat Prio Plus	TAP-60KEPS-DT2SS-3Y-PPP-A	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - Plat Prio Plus	TAP-65KEPS-DT2SS-3Y-PPP-A	$ 7,167,357.00	$ 6,235,600.59
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - Plat Prio Plus	TAP-70KEPS-DT2SS-3Y-PPP-A	$ 7,718,691.00	$ 6,715,261.17
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - Plat Prio Plus	TAP-75KEPS-DT2SS-3Y-PPP-A	$ 8,270,025.00	$ 7,194,921.75

FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - Plat Prio Plus	TAP-80KEPS-DT2SS-3Y-PPP-A	$ 8,821,359.00	$ 7,674,582.33
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-DT2SS-4Y-PPP-A	$ 513,176.00	$ 446,463.12
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-4Y-PPP-	$ 660,536.00	$ 574,666.32
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-DT2SS-4Y-PPP-A	$ 812,304.00	$ 706,704.48
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-DT2SS-4Y-PPP-A	$ 1,376,900.00	$ 1,197,903.00
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-DT2SS-4Y-PPP-A	$ 2,065,352.00	$ 1,796,856.24
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-DT2SS-4Y-PPP-A	$ 2,884,788.00	$ 2,509,765.56
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-DT2SS-4Y-PPP-A	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-DT2SS-4Y-PPP-A	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-DT2SS-4Y-PPP-A	$ 5,145,792.00	$ 4,476,839.04
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-DT2SS-4Y-PPP-A	$ 5,880,908.00	$ 5,116,389.96
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - Plat Prio Plus	TAP-45KEPS-DT2SS-4Y-PPP-A	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - Plat Prio Plus	TAP-50KEPS-DT2SS-4Y-PPP-A	$ 7,351,136.00	$ 6,395,488.32
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - Plat Prio Plus	TAP-55KEPS-DT2SS-4Y-PPP-A	$ 8,086,248.00	$ 7,035,035.76
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - Plat Prio Plus	TAP-60KEPS-DT2SS-4Y-PPP-A	$ 8,821,360.00	$ 7,674,583.20
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - Plat Prio Plus	TAP-65KEPS-DT2SS-4Y-PPP-A	$ 9,556,476.00	$ 8,314,134.12
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - Plat Prio Plus	TAP-70KEPS-DT2SS-4Y-PPP-A	##############	$ 8,953,681.56
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - Plat Prio Plus	TAP-75KEPS-DT2SS-4Y-PPP-A	##############	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - Plat Prio Plus	TAP-80KEPS-DT2SS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-DT2SS-5Y-PPP-A	$ 641,470.00	$ 558,078.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-5Y-PPP-	$ 825,670.00	$ 718,332.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-DT2SS-5Y-PPP-A	$ 1,015,380.00	$ 883,380.60
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-DT2SS-5Y-PPP-A	$ 1,721,125.00	$ 1,497,378.75
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-DT2SS-5Y-PPP-A	$ 2,581,690.00	$ 2,246,070.30
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-DT2SS-5Y-PPP-A	$ 3,605,985.00	$ 3,137,206.95
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-DT2SS-5Y-PPP-A	$ 4,594,460.00	$ 3,997,180.20
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-DT2SS-5Y-PPP-A	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-DT2SS-5Y-PPP-A	$ 6,432,240.00	$ 5,596,048.80
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-DT2SS-5Y-PPP-A	$ 7,351,135.00	$ 6,395,487.45
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - Plat Prio Plus	TAP-45KEPS-DT2SS-5Y-PPP-A	$ 8,270,025.00	$ 7,194,921.75
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - Plat Prio Plus	TAP-50KEPS-DT2SS-5Y-PPP-A	$ 9,188,920.00	$ 7,994,360.40
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - Plat Prio Plus	TAP-55KEPS-DT2SS-5Y-PPP-A	##############	$ 8,793,794.70
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - Plat Prio Plus	TAP-60KEPS-DT2SS-5Y-PPP-A	##############	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - Plat Prio Plus	TAP-65KEPS-DT2SS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - Plat Prio Plus	TAP-70KEPS-DT2SS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - Plat Prio Plus	TAP-75KEPS-DT2SS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - Plat Prio Plus	TAP-80KEPS-DT2SS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - Platinum	TAP-1KEPS-DT2LS-1Y-P-A	$ 381,961.00	$ 332,306.07
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-DT2LS-1Y-P-A	$ 481,990.00	$ 419,331.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - Platinum	TAP-5KEPS-DT2LS-1Y-P-A	$ 583,069.00	$ 507,270.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - Platinum	TAP-10KEPS-DT2LS-1Y-P-A	$ 977,274.00	$ 850,228.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - Platinum	TAP-15KEPS-DT2LS-1Y-P-A	$ 1,465,911.00	$ 1,275,342.57
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - Platinum	TAP-20KEPS-DT2LS-1Y-P-A	$ 1,985,734.00	$ 1,727,588.58
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - Platinum	TAP-25KEPS-DT2LS-1Y-P-A	$ 2,498,735.00	$ 2,173,899.45
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - Platinum	TAP-30KEPS-DT2LS-1Y-P-A	$ 2,998,482.00	$ 2,608,679.34
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - Platinum	TAP-35KEPS-DT2LS-1Y-P-A	$ 3,498,229.00	$ 3,043,459.23
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - Platinum	TAP-40KEPS-DT2LS-1Y-P-A	$ 3,997,976.00	$ 3,478,239.12
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - Platinum	TAP-1KEPS-DT2LS-2Y-P-A	$ 763,922.00	$ 664,612.14
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-DT2LS-2Y-P-A	$ 963,980.00	$ 838,662.60

FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - Platinum	TAP-5KEPS-DT2LS-2Y-P-A	$ 1,166,138.00	$ 1,014,540.06
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - Platinum	TAP-10KEPS-DT2LS-2Y-P-A	$ 1,954,548.00	$ 1,700,456.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - Platinum	TAP-15KEPS-DT2LS-2Y-P-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - Platinum	TAP-20KEPS-DT2LS-2Y-P-A	$ 3,971,468.00	$ 3,455,177.16
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - Platinum	TAP-25KEPS-DT2LS-2Y-P-A	$ 4,997,470.00	$ 4,347,798.90
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - Platinum	TAP-30KEPS-DT2LS-2Y-P-A	$ 5,996,964.00	$ 5,217,358.68
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - Platinum	TAP-35KEPS-DT2LS-2Y-P-A	$ 6,996,458.00	$ 6,086,918.46
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - Platinum	TAP-40KEPS-DT2LS-2Y-P-A	$ 7,995,952.00	$ 6,956,478.24
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - Platinum	TAP-1KEPS-DT2LS-3Y-P-A	$ 1,145,883.00	$ 996,918.21
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-DT2LS-3Y-P-A	$ 1,445,970.00	$ 1,257,993.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - Platinum	TAP-5KEPS-DT2LS-3Y-P-A	$ 1,749,207.00	$ 1,521,810.09
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - Platinum	TAP-10KEPS-DT2LS-3Y-P-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - Platinum	TAP-15KEPS-DT2LS-3Y-P-A	$ 4,397,733.00	$ 3,826,027.71
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - Platinum	TAP-20KEPS-DT2LS-3Y-P-A	$ 5,957,202.00	$ 5,182,765.74
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - Platinum	TAP-25KEPS-DT2LS-3Y-P-A	$ 7,496,205.00	$ 6,521,698.35
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - Platinum	TAP-30KEPS-DT2LS-3Y-P-A	$ 8,995,446.00	$ 7,826,038.02
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - Platinum	TAP-35KEPS-DT2LS-3Y-P-A	##########	$ 9,130,377.69
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - Platinum	TAP-40KEPS-DT2LS-3Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - Platinum	TAP-1KEPS-DT2LS-4Y-P-A	$ 1,527,844.00	$ 1,329,224.28
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-DT2LS-4Y-P-A	$ 1,927,960.00	$ 1,677,325.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - Platinum	TAP-5KEPS-DT2LS-4Y-P-A	$ 2,332,276.00	$ 2,029,080.12
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - Platinum	TAP-10KEPS-DT2LS-4Y-P-A	$ 3,909,096.00	$ 3,400,913.52
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - Platinum	TAP-15KEPS-DT2LS-4Y-P-A	$ 5,863,644.00	$ 5,101,370.28
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - Platinum	TAP-20KEPS-DT2LS-4Y-P-A	$ 7,942,936.00	$ 6,910,354.32
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - Platinum	TAP-25KEPS-DT2LS-4Y-P-A	$ 9,994,940.00	$ 8,695,597.80
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - Platinum	TAP-30KEPS-DT2LS-4Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - Platinum	TAP-35KEPS-DT2LS-4Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - Platinum	TAP-40KEPS-DT2LS-4Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - Platinum	TAP-1KEPS-DT2LS-5Y-P-A	$ 1,909,805.00	$ 1,661,530.35
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-DT2LS-5Y-P-A	$ 2,409,950.00	$ 2,096,656.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - Platinum	TAP-5KEPS-DT2LS-5Y-P-A	$ 2,915,345.00	$ 2,536,350.15
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - Platinum	TAP-10KEPS-DT2LS-5Y-P-A	$ 4,886,370.00	$ 4,251,141.90
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - Platinum	TAP-15KEPS-DT2LS-5Y-P-A	$ 7,329,555.00	$ 6,376,712.85
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - Platinum	TAP-20KEPS-DT2LS-5Y-P-A	$ 9,928,670.00	$ 8,637,942.90
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - Platinum	TAP-25KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - Platinum	TAP-30KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - Platinum	TAP-35KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - Platinum	TAP-40KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-DT2LS-1Y-PPP-A	$ 401,059.00	$ 348,921.33
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-1Y-PPP-A	$ 506,090.00	$ 440,298.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-DT2LS-1Y-PPP-A	$ 612,223.00	$ 532,634.01
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-DT2LS-1Y-PPP-A	$ 1,026,137.00	$ 892,739.19
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-DT2LS-1Y-PPP-A	$ 1,539,206.00	$ 1,339,109.22
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-DT2LS-1Y-PPP-A	$ 2,085,021.00	$ 1,813,968.27
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-DT2LS-1Y-PPP-A	$ 2,623,672.00	$ 2,282,594.64
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-DT2LS-1Y-PPP-A	$ 3,148,406.00	$ 2,739,113.22
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-DT2LS-1Y-PPP-A	$ 3,673,140.00	$ 3,195,631.80
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-DT2LS-1Y-PPP-A	$ 4,197,875.00	$ 3,652,151.25
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-DT2LS-2Y-PPP-A	$ 802,118.00	$ 697,842.66

FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-2Y-PPP-A	$ 1,012,180.00	$ 880,596.60
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-DT2LS-2Y-PPP-A	$ 1,224,446.00	$ 1,065,268.02
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-DT2LS-2Y-PPP-A	$ 2,052,274.00	$ 1,785,478.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-DT2LS-2Y-PPP-A	$ 3,078,412.00	$ 2,678,218.44
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-DT2LS-2Y-PPP-A	$ 4,170,042.00	$ 3,627,936.54
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-DT2LS-2Y-PPP-A	$ 5,247,344.00	$ 4,565,189.28
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-DT2LS-2Y-PPP-A	$ 6,296,812.00	$ 5,478,226.44
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-DT2LS-2Y-PPP-A	$ 7,346,280.00	$ 6,391,263.60
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-DT2LS-2Y-PPP-A	$ 8,395,750.00	$ 7,304,302.50
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-DT2LS-3Y-PPP-A	$ 1,203,177.00	$ 1,046,763.99
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-3Y-PPP-A	$ 1,518,270.00	$ 1,320,894.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-DT2LS-3Y-PPP-A	$ 1,836,669.00	$ 1,597,902.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-DT2LS-3Y-PPP-A	$ 3,078,411.00	$ 2,678,217.57
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-DT2LS-3Y-PPP-A	$ 4,617,618.00	$ 4,017,327.66
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-DT2LS-3Y-PPP-A	$ 6,255,063.00	$ 5,441,904.81
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-DT2LS-3Y-PPP-A	$ 7,871,016.00	$ 6,847,783.92
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-DT2LS-3Y-PPP-A	$ 9,445,218.00	$ 8,217,339.66
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-DT2LS-3Y-PPP-A	##############	$ 9,586,895.40
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-DT2LS-3Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-DT2LS-4Y-PPP-A	$ 1,604,236.00	$ 1,395,685.32
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-4Y-PPP-A	$ 2,024,360.00	$ 1,761,193.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-DT2LS-4Y-PPP-A	$ 2,448,892.00	$ 2,130,536.04
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-DT2LS-4Y-PPP-A	$ 4,104,548.00	$ 3,570,956.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-DT2LS-4Y-PPP-A	$ 6,156,824.00	$ 5,356,436.88
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-DT2LS-4Y-PPP-A	$ 8,340,084.00	$ 7,255,873.08
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-DT2LS-4Y-PPP-A	##############	$ 9,130,378.56
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-DT2LS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-DT2LS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-DT2LS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-DT2LS-5Y-PPP-A	$ 2,005,295.00	$ 1,744,606.65
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-5Y-PPP-A	$ 2,530,450.00	$ 2,201,491.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-DT2LS-5Y-PPP-A	$ 3,061,115.00	$ 2,663,170.05
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-DT2LS-5Y-PPP-A	$ 5,130,685.00	$ 4,463,695.95
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-DT2LS-5Y-PPP-A	$ 7,696,030.00	$ 6,695,546.10
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-DT2LS-5Y-PPP-A	##############	$ 9,069,841.35
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - Platinum	TAP-1KEPS-SS2LS-1Y-P-A	$ 259,776.00	$ 226,005.12
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-SS2LS-1Y-P-A	$ 324,720.00	$ 282,506.40
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - Platinum	TAP-5KEPS-SS2LS-1Y-P-A	$ 389,664.00	$ 339,007.68
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - Platinum	TAP-10KEPS-SS2LS-1Y-P-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - Platinum	TAP-15KEPS-SS2LS-1Y-P-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - Platinum	TAP-20KEPS-SS2LS-1Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - Platinum	TAP-25KEPS-SS2LS-1Y-P-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - Platinum	TAP-30KEPS-SS2LS-1Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - Platinum	TAP-35KEPS-SS2LS-1Y-P-A	$ 2,273,040.00	$ 1,977,544.80
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - Platinum	TAP-40KEPS-SS2LS-1Y-P-A	$ 2,597,760.00	$ 2,260,051.20

FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - Platinum	TAP-1KEPS-SS2LS-2Y-P-A	$ 519,552.00	$ 452,010.24
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-SS2LS-2Y-P-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - Platinum	TAP-5KEPS-SS2LS-2Y-P-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - Platinum	TAP-10KEPS-SS2LS-2Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - Platinum	TAP-15KEPS-SS2LS-2Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - Platinum	TAP-20KEPS-SS2LS-2Y-P-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - Platinum	TAP-25KEPS-SS2LS-2Y-P-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - Platinum	TAP-30KEPS-SS2LS-2Y-P-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - Platinum	TAP-35KEPS-SS2LS-2Y-P-A	$ 4,546,080.00	$ 3,955,089.60
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - Platinum	TAP-40KEPS-SS2LS-2Y-P-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - Platinum	TAP-1KEPS-SS2LS-3Y-P-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-SS2LS-3Y-P-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - Platinum	TAP-5KEPS-SS2LS-3Y-P-A	$ 1,168,992.00	$ 1,017,023.04
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - Platinum	TAP-10KEPS-SS2LS-3Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - Platinum	TAP-15KEPS-SS2LS-3Y-P-A	$ 2,922,480.00	$ 2,542,557.60
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - Platinum	TAP-20KEPS-SS2LS-3Y-P-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - Platinum	TAP-25KEPS-SS2LS-3Y-P-A	$ 4,870,800.00	$ 4,237,596.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - Platinum	TAP-30KEPS-SS2LS-3Y-P-A	$ 5,844,960.00	$ 5,085,115.20
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - Platinum	TAP-35KEPS-SS2LS-3Y-P-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - Platinum	TAP-40KEPS-SS2LS-3Y-P-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - Platinum	TAP-1KEPS-SS2LS-4Y-P-A	$ 1,039,104.00	$ 904,020.48
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-SS2LS-4Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - Platinum	TAP-5KEPS-SS2LS-4Y-P-A	$ 1,558,656.00	$ 1,356,030.72
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - Platinum	TAP-10KEPS-SS2LS-4Y-P-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - Platinum	TAP-15KEPS-SS2LS-4Y-P-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - Platinum	TAP-20KEPS-SS2LS-4Y-P-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - Platinum	TAP-25KEPS-SS2LS-4Y-P-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - Platinum	TAP-30KEPS-SS2LS-4Y-P-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - Platinum	TAP-35KEPS-SS2LS-4Y-P-A	$ 9,092,160.00	$ 7,910,179.20
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - Platinum	TAP-40KEPS-SS2LS-4Y-P-A	##############	$ 9,040,204.80
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - Platinum	TAP-1KEPS-SS2LS-5Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-SS2LS-5Y-P-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - Platinum	TAP-5KEPS-SS2LS-5Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - Platinum	TAP-10KEPS-SS2LS-5Y-P-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - Platinum	TAP-15KEPS-SS2LS-5Y-P-A	$ 4,870,800.00	$ 4,237,596.00
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - Platinum	TAP-20KEPS-SS2LS-5Y-P-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - Platinum	TAP-25KEPS-SS2LS-5Y-P-A	$ 8,118,000.00	$ 7,062,660.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - Platinum	TAP-30KEPS-SS2LS-5Y-P-A	$ 9,741,600.00	$ 8,475,192.00
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - Platinum	TAP-35KEPS-SS2LS-5Y-P-A	##############	$ 9,887,724.00
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - Platinum	TAP-40KEPS-SS2LS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-SS2LS-1Y-PPP-A	$ 272,765.00	$ 237,305.55
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-1Y-PPP-A	$ 340,956.00	$ 296,631.72
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-SS2LS-1Y-PPP-A	$ 409,147.00	$ 355,957.89
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-SS2LS-1Y-PPP-A	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-SS2LS-1Y-PPP-A	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-SS2LS-1Y-PPP-A	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-SS2LS-1Y-PPP-A	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-SS2LS-1Y-PPP-A	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-SS2LS-1Y-PPP-A	$ 2,386,692.00	$ 2,076,422.04

FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-SS2LS-1Y-PPP-A	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-SS2LS-2Y-PPP-A	$ 545,530.00	$ 474,611.10
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-2Y-PPP-A	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-SS2LS-2Y-PPP-A	$ 818,294.00	$ 711,915.78
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-SS2LS-2Y-PPP-A	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-SS2LS-2Y-PPP-A	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-SS2LS-2Y-PPP-A	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-SS2LS-2Y-PPP-A	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-SS2LS-2Y-PPP-A	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-SS2LS-2Y-PPP-A	$ 4,773,384.00	$ 4,152,844.08
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-SS2LS-2Y-PPP-A	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-SS2LS-3Y-PPP-A	$ 818,295.00	$ 711,916.65
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-3Y-PPP-A	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-SS2LS-3Y-PPP-A	$ 1,227,441.00	$ 1,067,873.67
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-SS2LS-3Y-PPP-A	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-SS2LS-3Y-PPP-A	$ 3,068,604.00	$ 2,669,685.48
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-SS2LS-3Y-PPP-A	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-SS2LS-3Y-PPP-A	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-SS2LS-3Y-PPP-A	$ 6,137,208.00	$ 5,339,370.96
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-SS2LS-3Y-PPP-A	$ 7,160,076.00	$ 6,229,266.12
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-SS2LS-3Y-PPP-A	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-SS2LS-4Y-PPP-A	$ 1,091,060.00	$ 949,222.20
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-4Y-PPP-A	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-SS2LS-4Y-PPP-A	$ 1,636,588.00	$ 1,423,831.56
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-SS2LS-4Y-PPP-A	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-SS2LS-4Y-PPP-A	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-SS2LS-4Y-PPP-A	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-SS2LS-4Y-PPP-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-SS2LS-4Y-PPP-A	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-SS2LS-4Y-PPP-A	$ 9,546,768.00	$ 8,305,688.16
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-SS2LS-4Y-PPP-A	##############	$ 9,492,215.04
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-SS2LS-5Y-PPP-A	$ 1,363,825.00	$ 1,186,527.75
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-5Y-PPP-A	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-SS2LS-5Y-PPP-A	$ 2,045,735.00	$ 1,779,789.45
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-SS2LS-5Y-PPP-A	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-SS2LS-5Y-PPP-A	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-SS2LS-5Y-PPP-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-SS2LS-5Y-PPP-A	$ 8,523,900.00	$ 7,415,793.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-SS2LS-5Y-PPP-A	##############	$ 8,898,951.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-SS2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-SS2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS	TAP-1KEPS-BD-1Y-US	$ 110,450.00	$ 96,091.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-BD-1Y-US	$ 118,988.00	$ 103,519.56
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS	TAP-5KEPS-BD-1Y-US	$ 121,208.00	$ 105,450.96
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS	TAP-10KEPS-BD-1Y-US	$ 148,132.00	$ 128,874.84
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS	TAP-15KEPS-BD-1Y-US	$ 222,198.00	$ 193,312.26
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS	TAP-20KEPS-BD-1Y-US	$ 265,078.00	$ 230,617.86
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS	TAP-25KEPS-BD-1Y-US	$ 314,780.00	$ 273,858.60
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS	TAP-30KEPS-BD-1Y-US	$ 377,736.00	$ 328,630.32

FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS	TAP-35KEPS-BD-1Y-US	$ 440,692.00	$ 383,402.04
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS	TAP-40KEPS-BD-1Y-US	$ 503,648.00	$ 438,173.76
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS	TAP-45KEPS-BD-1Y-US	$ 566,604.00	$ 492,945.48
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS	TAP-50KEPS-BD-1Y-US	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS	TAP-55KEPS-BD-1Y-US	$ 692,516.00	$ 602,488.92
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS	TAP-60KEPS-BD-1Y-US	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS	TAP-65KEPS-BD-1Y-US	$ 818,428.00	$ 712,032.36
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS	TAP-70KEPS-BD-1Y-US	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS	TAP-75KEPS-BD-1Y-US	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS	TAP-80KEPS-BD-1Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS	TAP-1KEPS-BD-2Y-US	$ 220,900.00	$ 192,183.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-BD-2Y-US	$ 237,976.00	$ 207,039.12
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS	TAP-5KEPS-BD-2Y-US	$ 242,416.00	$ 210,901.92
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS	TAP-10KEPS-BD-2Y-US	$ 296,264.00	$ 257,749.68
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS	TAP-15KEPS-BD-2Y-US	$ 444,396.00	$ 386,624.52
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS	TAP-20KEPS-BD-2Y-US	$ 530,156.00	$ 461,235.72
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS	TAP-25KEPS-BD-2Y-US	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS	TAP-30KEPS-BD-2Y-US	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS	TAP-35KEPS-BD-2Y-US	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS	TAP-40KEPS-BD-2Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS	TAP-45KEPS-BD-2Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS	TAP-50KEPS-BD-2Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS	TAP-55KEPS-BD-2Y-US	$ 1,385,032.00	$ 1,204,977.84
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS	TAP-60KEPS-BD-2Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS	TAP-65KEPS-BD-2Y-US	$ 1,636,856.00	$ 1,424,064.72
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS	TAP-70KEPS-BD-2Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS	TAP-75KEPS-BD-2Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS	TAP-80KEPS-BD-2Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS	TAP-1KEPS-BD-3Y-US	$ 331,350.00	$ 288,274.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-BD-3Y-US	$ 356,964.00	$ 310,558.68
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS	TAP-5KEPS-BD-3Y-US	$ 363,624.00	$ 316,352.88
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS	TAP-10KEPS-BD-3Y-US	$ 444,396.00	$ 386,624.52
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS	TAP-15KEPS-BD-3Y-US	$ 666,594.00	$ 579,936.78
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS	TAP-20KEPS-BD-3Y-US	$ 795,234.00	$ 691,853.58
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS	TAP-25KEPS-BD-3Y-US	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS	TAP-30KEPS-BD-3Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS	TAP-35KEPS-BD-3Y-US	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS	TAP-40KEPS-BD-3Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS	TAP-45KEPS-BD-3Y-US	$ 1,699,812.00	$ 1,478,836.44
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS	TAP-50KEPS-BD-3Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS	TAP-55KEPS-BD-3Y-US	$ 2,077,548.00	$ 1,807,466.76
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS	TAP-60KEPS-BD-3Y-US	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS	TAP-65KEPS-BD-3Y-US	$ 2,455,284.00	$ 2,136,097.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS	TAP-70KEPS-BD-3Y-US	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS	TAP-75KEPS-BD-3Y-US	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS	TAP-80KEPS-BD-3Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS	TAP-1KEPS-BD-4Y-US	$ 441,800.00	$ 384,366.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-BD-4Y-US	$ 475,952.00	$ 414,078.24
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS	TAP-5KEPS-BD-4Y-US	$ 484,832.00	$ 421,803.84

FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS	TAP-10KEPS-BD-4Y-US	$ 592,528.00	$ 515,499.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS	TAP-15KEPS-BD-4Y-US	$ 888,792.00	$ 773,249.04
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS	TAP-20KEPS-BD-4Y-US	$ 1,060,312.00	$ 922,471.44
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS	TAP-25KEPS-BD-4Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS	TAP-30KEPS-BD-4Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS	TAP-35KEPS-BD-4Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS	TAP-40KEPS-BD-4Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS	TAP-45KEPS-BD-4Y-US	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS	TAP-50KEPS-BD-4Y-US	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS	TAP-55KEPS-BD-4Y-US	$ 2,770,064.00	$ 2,409,955.68
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS	TAP-60KEPS-BD-4Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS	TAP-65KEPS-BD-4Y-US	$ 3,273,712.00	$ 2,848,129.44
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS	TAP-70KEPS-BD-4Y-US	$ 3,525,536.00	$ 3,067,216.32
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS	TAP-75KEPS-BD-4Y-US	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS	TAP-80KEPS-BD-4Y-US	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - GovUS	TAP-1KEPS-BD-5Y-US	$ 552,250.00	$ 480,457.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-BD-5Y-US	$ 594,940.00	$ 517,597.80
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - GovUS	TAP-5KEPS-BD-5Y-US	$ 606,040.00	$ 527,254.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - GovUS	TAP-10KEPS-BD-5Y-US	$ 740,660.00	$ 644,374.20
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - GovUS	TAP-15KEPS-BD-5Y-US	$ 1,110,990.00	$ 966,561.30
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - GovUS	TAP-20KEPS-BD-5Y-US	$ 1,325,390.00	$ 1,153,089.30
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - GovUS	TAP-25KEPS-BD-5Y-US	$ 1,573,900.00	$ 1,369,293.00
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - GovUS	TAP-30KEPS-BD-5Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - GovUS	TAP-35KEPS-BD-5Y-US	$ 2,203,460.00	$ 1,917,010.20
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - GovUS	TAP-40KEPS-BD-5Y-US	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - GovUS	TAP-45KEPS-BD-5Y-US	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - GovUS	TAP-50KEPS-BD-5Y-US	$ 3,147,800.00	$ 2,738,586.00
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - GovUS	TAP-55KEPS-BD-5Y-US	$ 3,462,580.00	$ 3,012,444.60
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - GovUS	TAP-60KEPS-BD-5Y-US	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - GovUS	TAP-65KEPS-BD-5Y-US	$ 4,092,140.00	$ 3,560,161.80
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - GovUS	TAP-70KEPS-BD-5Y-US	$ 4,406,920.00	$ 3,834,020.40
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - GovUS	TAP-75KEPS-BD-5Y-US	$ 4,721,700.00	$ 4,107,879.00
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - GovUS	TAP-80KEPS-BD-5Y-US	$ 5,036,480.00	$ 4,381,737.60
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS	RN-TAP-1KEPS-BD-1Y-US	$ 110,450.00	$ 96,091.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS	RN-TAP-2.5KEPS-BD-1Y-US	$ 118,988.00	$ 103,519.56
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS	RN-TAP-5KEPS-BD-1Y-US	$ 121,208.00	$ 105,450.96
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS	RN-TAP-10KEPS-BD-1Y-US	$ 148,132.00	$ 128,874.84
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS	RN-TAP-15KEPS-BD-1Y-US	$ 222,198.00	$ 193,312.26
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS	RN-TAP-20KEPS-BD-1Y-US	$ 265,078.00	$ 230,617.86
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS	RN-TAP-25KEPS-BD-1Y-US	$ 314,780.00	$ 273,858.60
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS	RN-TAP-30KEPS-BD-1Y-US	$ 377,736.00	$ 328,630.32
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS	RN-TAP-35KEPS-BD-1Y-US	$ 440,692.00	$ 383,402.04
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS	RN-TAP-40KEPS-BD-1Y-US	$ 503,648.00	$ 438,173.76
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS	RN-TAP-45KEPS-BD-1Y-US	$ 566,604.00	$ 492,945.48
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS	RN-TAP-50KEPS-BD-1Y-US	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS	RN-TAP-55KEPS-BD-1Y-US	$ 692,516.00	$ 602,488.92
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS	RN-TAP-60KEPS-BD-1Y-US	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS	RN-TAP-65KEPS-BD-1Y-US	$ 818,428.00	$ 712,032.36
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS	RN-TAP-70KEPS-BD-1Y-US	$ 881,384.00	$ 766,804.08

FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS	RN-TAP-75KEPS-BD-1Y-US	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS	RN-TAP-80KEPS-BD-1Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS	RN-TAP-1KEPS-BD-2Y-US	$ 220,900.00	$ 192,183.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS	RN-TAP-2.5KEPS-BD-2Y-US	$ 237,976.00	$ 207,039.12
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS	RN-TAP-5KEPS-BD-2Y-US	$ 242,416.00	$ 210,901.92
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS	RN-TAP-10KEPS-BD-2Y-US	$ 296,264.00	$ 257,749.68
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS	RN-TAP-15KEPS-BD-2Y-US	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS	RN-TAP-20KEPS-BD-2Y-US	$ 530,156.00	$ 461,235.72
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS	RN-TAP-25KEPS-BD-2Y-US	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS	RN-TAP-30KEPS-BD-2Y-US	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS	RN-TAP-35KEPS-BD-2Y-US	$ 881,384.00	$ 766,804.08
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS	RN-TAP-40KEPS-BD-2Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS	RN-TAP-45KEPS-BD-2Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS	RN-TAP-50KEPS-BD-2Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS	RN-TAP-55KEPS-BD-2Y-US	$ 1,385,032.00	$ 1,204,977.84
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS	RN-TAP-60KEPS-BD-2Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS	RN-TAP-65KEPS-BD-2Y-US	$ 1,636,856.00	$ 1,424,064.72
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS	RN-TAP-70KEPS-BD-2Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS	RN-TAP-75KEPS-BD-2Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS	RN-TAP-80KEPS-BD-2Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS	RN-TAP-1KEPS-BD-3Y-US	$ 331,350.00	$ 288,274.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS	RN-TAP-2.5KEPS-BD-3Y-US	$ 356,964.00	$ 310,558.68
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS	RN-TAP-5KEPS-BD-3Y-US	$ 363,624.00	$ 316,352.88
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS	RN-TAP-10KEPS-BD-3Y-US	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS	RN-TAP-15KEPS-BD-3Y-US	$ 666,594.00	$ 579,936.78
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS	RN-TAP-20KEPS-BD-3Y-US	$ 795,234.00	$ 691,853.58
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS	RN-TAP-25KEPS-BD-3Y-US	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS	RN-TAP-30KEPS-BD-3Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS	RN-TAP-35KEPS-BD-3Y-US	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS	RN-TAP-40KEPS-BD-3Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS	RN-TAP-45KEPS-BD-3Y-US	$ 1,699,812.00	$ 1,478,836.44
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS	RN-TAP-50KEPS-BD-3Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS	RN-TAP-55KEPS-BD-3Y-US	$ 2,077,548.00	$ 1,807,466.76
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS	RN-TAP-60KEPS-BD-3Y-US	$ 2,266,416.00	$ 1,971,781.92
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS	RN-TAP-65KEPS-BD-3Y-US	$ 2,455,284.00	$ 2,136,097.08
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS	RN-TAP-70KEPS-BD-3Y-US	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS	RN-TAP-75KEPS-BD-3Y-US	$ 2,833,020.00	$ 2,464,727.40
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS	RN-TAP-80KEPS-BD-3Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS	RN-TAP-1KEPS-BD-4Y-US	$ 441,800.00	$ 384,366.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS	RN-TAP-2.5KEPS-BD-4Y-US	$ 475,952.00	$ 414,078.24
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS	RN-TAP-5KEPS-BD-4Y-US	$ 484,832.00	$ 421,803.84
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS	RN-TAP-10KEPS-BD-4Y-US	$ 592,528.00	$ 515,499.36
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS	RN-TAP-15KEPS-BD-4Y-US	$ 888,792.00	$ 773,249.04
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS	RN-TAP-20KEPS-BD-4Y-US	$ 1,060,312.00	$ 922,471.44
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS	RN-TAP-25KEPS-BD-4Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS	RN-TAP-30KEPS-BD-4Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS	RN-TAP-35KEPS-BD-4Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS	RN-TAP-40KEPS-BD-4Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS	RN-TAP-45KEPS-BD-4Y-US	$ 2,266,416.00	$ 1,971,781.92

FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS	RN-TAP-50KEPS-BD-4Y-US	$ 2,518,240.00	$ 2,190,868.80
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS	RN-TAP-55KEPS-BD-4Y-US	$ 2,770,064.00	$ 2,409,955.68
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS	RN-TAP-60KEPS-BD-4Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS	RN-TAP-65KEPS-BD-4Y-US	$ 3,273,712.00	$ 2,848,129.44
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS	RN-TAP-70KEPS-BD-4Y-US	$ 3,525,536.00	$ 3,067,216.32
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS	RN-TAP-75KEPS-BD-4Y-US	$ 3,777,360.00	$ 3,286,303.20
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS	RN-TAP-80KEPS-BD-4Y-US	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-BD-1Y-USPP	$ 115,973.00	$ 100,896.51
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-BD-1Y-USPP	$ 124,937.00	$ 108,695.19
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-BD-1Y-USPP	$ 127,268.00	$ 110,723.16
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-BD-1Y-USPP	$ 155,539.00	$ 135,318.93
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-BD-1Y-USPP	$ 233,308.00	$ 202,977.96
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-BD-1Y-USPP	$ 278,332.00	$ 242,148.84
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-BD-1Y-USPP	$ 330,519.00	$ 287,551.53
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-BD-1Y-USPP	$ 396,623.00	$ 345,062.01
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-BD-1Y-USPP	$ 462,727.00	$ 402,572.49
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-BD-1Y-USPP	$ 528,830.00	$ 460,082.10
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS Prio Plus	TAP-45KEPS-BD-1Y-USPP	$ 594,934.00	$ 517,592.58
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS Prio Plus	TAP-50KEPS-BD-1Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS Prio Plus	TAP-55KEPS-BD-1Y-USPP	$ 727,142.00	$ 632,613.54
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS Prio Plus	TAP-60KEPS-BD-1Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS Prio Plus	TAP-65KEPS-BD-1Y-USPP	$ 859,349.00	$ 747,633.63
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS Prio Plus	TAP-70KEPS-BD-1Y-USPP	$ 925,453.00	$ 805,144.11
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS Prio Plus	TAP-75KEPS-BD-1Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS Prio Plus	TAP-80KEPS-BD-1Y-USPP	$ 1,057,661.00	$ 920,165.07
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-BD-2Y-USPP	$ 231,946.00	$ 201,793.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-BD-2Y-USPP	$ 249,874.00	$ 217,390.38
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-BD-2Y-USPP	$ 254,536.00	$ 221,446.32
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-BD-2Y-USPP	$ 311,078.00	$ 270,637.86
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-BD-2Y-USPP	$ 466,616.00	$ 405,955.92
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-BD-2Y-USPP	$ 556,664.00	$ 484,297.68
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-BD-2Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-BD-2Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-BD-2Y-USPP	$ 925,454.00	$ 805,144.98
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-BD-2Y-USPP	$ 1,057,660.00	$ 920,164.20
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS Prio Plus	TAP-45KEPS-BD-2Y-USPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS Prio Plus	TAP-50KEPS-BD-2Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS Prio Plus	TAP-55KEPS-BD-2Y-USPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS Prio Plus	TAP-60KEPS-BD-2Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS Prio Plus	TAP-65KEPS-BD-2Y-USPP	$ 1,718,698.00	$ 1,495,267.26
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS Prio Plus	TAP-70KEPS-BD-2Y-USPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS Prio Plus	TAP-75KEPS-BD-2Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS Prio Plus	TAP-80KEPS-BD-2Y-USPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-BD-3Y-USPP	$ 347,919.00	$ 302,689.53
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-BD-3Y-USPP	$ 374,811.00	$ 326,085.57
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-BD-3Y-USPP	$ 381,804.00	$ 332,169.48
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-BD-3Y-USPP	$ 466,617.00	$ 405,956.79
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-BD-3Y-USPP	$ 699,924.00	$ 608,933.88
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-BD-3Y-USPP	$ 834,996.00	$ 726,446.52

FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-BD-3Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-BD-3Y-USPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-BD-3Y-USPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-BD-3Y-USPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS Prio Plus	TAP-45KEPS-BD-3Y-USPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS Prio Plus	TAP-50KEPS-BD-3Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS Prio Plus	TAP-55KEPS-BD-3Y-USPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS Prio Plus	TAP-60KEPS-BD-3Y-USPP	$ 2,379,738.00	$ 2,070,372.06
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS Prio Plus	TAP-65KEPS-BD-3Y-USPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS Prio Plus	TAP-70KEPS-BD-3Y-USPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS Prio Plus	TAP-75KEPS-BD-3Y-USPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS Prio Plus	TAP-80KEPS-BD-3Y-USPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-BD-4Y-USPP	$ 463,892.00	$ 403,586.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-BD-4Y-USPP	$ 499,748.00	$ 434,780.76
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-BD-4Y-USPP	$ 509,072.00	$ 442,892.64
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-BD-4Y-USPP	$ 622,156.00	$ 541,275.72
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-BD-4Y-USPP	$ 933,232.00	$ 811,911.84
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-BD-4Y-USPP	$ 1,113,328.00	$ 968,595.36
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-BD-4Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-BD-4Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-BD-4Y-USPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-BD-4Y-USPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS Prio Plus	TAP-45KEPS-BD-4Y-USPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS Prio Plus	TAP-50KEPS-BD-4Y-USPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS Prio Plus	TAP-55KEPS-BD-4Y-USPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS Prio Plus	TAP-60KEPS-BD-4Y-USPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS Prio Plus	TAP-65KEPS-BD-4Y-USPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS Prio Plus	TAP-70KEPS-BD-4Y-USPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS Prio Plus	TAP-75KEPS-BD-4Y-USPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS Prio Plus	TAP-80KEPS-BD-4Y-USPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-BD-5Y-USPP	$ 579,865.00	$ 504,482.55
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-BD-5Y-USPP	$ 624,685.00	$ 543,475.95
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-BD-5Y-USPP	$ 636,340.00	$ 553,615.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-BD-5Y-USPP	$ 777,695.00	$ 676,594.65
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-BD-5Y-USPP	$ 1,166,540.00	$ 1,014,889.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-BD-5Y-USPP	$ 1,391,660.00	$ 1,210,744.20
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-BD-5Y-USPP	$ 1,652,595.00	$ 1,437,757.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-BD-5Y-USPP	$ 1,983,115.00	$ 1,725,310.05
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-BD-5Y-USPP	$ 2,313,635.00	$ 2,012,862.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-BD-5Y-USPP	$ 2,644,150.00	$ 2,300,410.50
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - GovUS Prio Plus	TAP-45KEPS-BD-5Y-USPP	$ 2,974,670.00	$ 2,587,962.90
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - GovUS Prio Plus	TAP-50KEPS-BD-5Y-USPP	$ 3,305,190.00	$ 2,875,515.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - GovUS Prio Plus	TAP-55KEPS-BD-5Y-USPP	$ 3,635,710.00	$ 3,163,067.70
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - GovUS Prio Plus	TAP-60KEPS-BD-5Y-USPP	$ 3,966,230.00	$ 3,450,620.10
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - GovUS Prio Plus	TAP-65KEPS-BD-5Y-USPP	$ 4,296,745.00	$ 3,738,168.15
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - GovUS Prio Plus	TAP-70KEPS-BD-5Y-USPP	$ 4,627,265.00	$ 4,025,720.55
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - GovUS Prio Plus	TAP-75KEPS-BD-5Y-USPP	$ 4,957,785.00	$ 4,313,272.95
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - GovUS Prio Plus	TAP-80KEPS-BD-5Y-USPP	$ 5,288,305.00	$ 4,600,825.35
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-1Y-USPP	$ 115,973.00	$ 100,896.51

FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-1Y-USPP	$ 124,937.00	$ 108,695.19
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-1Y-USPP	$ 127,268.00	$ 110,723.16
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-1Y-USPP	$ 155,539.00	$ 135,318.93
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-1Y-USPP	$ 233,308.00	$ 202,977.96
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-1Y-USPP	$ 278,332.00	$ 242,148.84
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-1Y-USPP	$ 330,519.00	$ 287,551.53
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-1Y-USPP	$ 396,623.00	$ 345,062.01
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-1Y-USPP	$ 462,727.00	$ 402,572.49
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-1Y-USPP	$ 528,830.00	$ 460,082.10
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-1Y-USPP	$ 594,934.00	$ 517,592.58
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-1Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-1Y-USPP	$ 727,142.00	$ 632,613.54
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-1Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-1Y-USPP	$ 859,349.00	$ 747,633.63
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-1Y-USPP	$ 925,453.00	$ 805,144.11
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-1Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-1Y-USPP	$ 1,057,661.00	$ 920,165.07
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-2Y-USPP	$ 231,946.00	$ 201,793.02
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-2Y-USPP	$ 249,874.00	$ 217,390.38
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-2Y-USPP	$ 254,536.00	$ 221,446.32
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-2Y-USPP	$ 311,078.00	$ 270,637.86
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-2Y-USPP	$ 466,616.00	$ 405,955.92
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-2Y-USPP	$ 556,664.00	$ 484,297.68
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-2Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-2Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-2Y-USPP	$ 925,454.00	$ 805,144.98
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-2Y-USPP	$ 1,057,660.00	$ 920,164.20
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-2Y-USPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-2Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-2Y-USPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-2Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-2Y-USPP	$ 1,718,698.00	$ 1,495,267.26
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-2Y-USPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-2Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-2Y-USPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-3Y-USPP	$ 347,919.00	$ 302,689.53
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-3Y-USPP	$ 374,811.00	$ 326,085.57
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-3Y-USPP	$ 381,804.00	$ 332,169.48
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-3Y-USPP	$ 466,617.00	$ 405,956.79
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-3Y-USPP	$ 699,924.00	$ 608,933.88
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-3Y-USPP	$ 834,996.00	$ 726,446.52
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-3Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-3Y-USPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-3Y-USPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-3Y-USPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-3Y-USPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-3Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-3Y-USPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-3Y-USPP	$ 2,379,738.00	$ 2,070,372.06

FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-3Y-USPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-3Y-USPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-3Y-USPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-3Y-USPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-4Y-USPP	$ 463,892.00	$ 403,586.04
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-4Y-USPP	$ 499,748.00	$ 434,780.76
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-4Y-USPP	$ 509,072.00	$ 442,892.64
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-4Y-USPP	$ 622,156.00	$ 541,275.72
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-4Y-USPP	$ 933,232.00	$ 811,911.84
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-4Y-USPP	$ 1,113,328.00	$ 968,595.36
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-4Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-4Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-4Y-USPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-4Y-USPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-4Y-USPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-4Y-USPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-4Y-USPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-4Y-USPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-4Y-USPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-4Y-USPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-4Y-USPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-4Y-USPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS	TAP-1KEPS-SS-1Y-US	$ 232,635.00	$ 202,392.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-SS-1Y-US	$ 276,258.00	$ 240,344.46
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS	TAP-5KEPS-SS-1Y-US	$ 314,613.00	$ 273,713.31
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS	TAP-10KEPS-SS-1Y-US	$ 475,966.00	$ 414,090.42
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS	TAP-15KEPS-SS-1Y-US	$ 713,949.00	$ 621,135.63
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS	TAP-20KEPS-SS-1Y-US	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS	TAP-25KEPS-SS-1Y-US	$ 1,189,915.00	$ 1,035,226.05
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS	TAP-30KEPS-SS-1Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS	TAP-35KEPS-SS-1Y-US	$ 1,665,881.00	$ 1,449,316.47
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS	TAP-40KEPS-SS-1Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS	TAP-45KEPS-SS-1Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS	TAP-50KEPS-SS-1Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS	TAP-55KEPS-SS-1Y-US	$ 2,617,813.00	$ 2,277,497.31
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS	TAP-60KEPS-SS-1Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS	TAP-65KEPS-SS-1Y-US	$ 3,093,779.00	$ 2,691,587.73
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS	TAP-70KEPS-SS-1Y-US	$ 3,331,762.00	$ 2,898,632.94
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS	TAP-75KEPS-SS-1Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS	TAP-80KEPS-SS-1Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS	TAP-1KEPS-SS-2Y-US	$ 465,270.00	$ 404,784.90
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-SS-2Y-US	$ 552,516.00	$ 480,688.92
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS	TAP-5KEPS-SS-2Y-US	$ 629,226.00	$ 547,426.62
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS	TAP-10KEPS-SS-2Y-US	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS	TAP-15KEPS-SS-2Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS	TAP-20KEPS-SS-2Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS	TAP-25KEPS-SS-2Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS	TAP-30KEPS-SS-2Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS	TAP-35KEPS-SS-2Y-US	$ 3,331,762.00	$ 2,898,632.94

FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS	TAP-40KEPS-SS-2Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS	TAP-45KEPS-SS-2Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS	TAP-50KEPS-SS-2Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS	TAP-55KEPS-SS-2Y-US	$ 5,235,626.00	$ 4,554,994.62
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS	TAP-60KEPS-SS-2Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS	TAP-65KEPS-SS-2Y-US	$ 6,187,558.00	$ 5,383,175.46
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS	TAP-70KEPS-SS-2Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS	TAP-75KEPS-SS-2Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS	TAP-80KEPS-SS-2Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS	TAP-1KEPS-SS-3Y-US	$ 697,905.00	$ 607,177.35
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-SS-3Y-US	$ 828,774.00	$ 721,033.38
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS	TAP-5KEPS-SS-3Y-US	$ 943,839.00	$ 821,139.93
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS	TAP-10KEPS-SS-3Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS	TAP-15KEPS-SS-3Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS	TAP-20KEPS-SS-3Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS	TAP-25KEPS-SS-3Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS	TAP-30KEPS-SS-3Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS	TAP-35KEPS-SS-3Y-US	$ 4,997,643.00	$ 4,347,949.41
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS	TAP-40KEPS-SS-3Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS	TAP-45KEPS-SS-3Y-US	$ 6,425,541.00	$ 5,590,220.67
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS	TAP-50KEPS-SS-3Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS	TAP-55KEPS-SS-3Y-US	$ 7,853,439.00	$ 6,832,491.93
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS	TAP-60KEPS-SS-3Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS	TAP-65KEPS-SS-3Y-US	$ 9,281,337.00	$ 8,074,763.19
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS	TAP-70KEPS-SS-3Y-US	$ 9,995,286.00	$ 8,695,898.82
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS	TAP-75KEPS-SS-3Y-US	##############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS	TAP-80KEPS-SS-3Y-US	##############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS	TAP-1KEPS-SS-4Y-US	$ 930,540.00	$ 809,569.80
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-SS-4Y-US	$ 1,105,032.00	$ 961,377.84
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS	TAP-5KEPS-SS-4Y-US	$ 1,258,452.00	$ 1,094,853.24
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS	TAP-10KEPS-SS-4Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS	TAP-15KEPS-SS-4Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS	TAP-20KEPS-SS-4Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS	TAP-25KEPS-SS-4Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS	TAP-30KEPS-SS-4Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS	TAP-35KEPS-SS-4Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS	TAP-40KEPS-SS-4Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS	TAP-45KEPS-SS-4Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS	TAP-50KEPS-SS-4Y-US	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS	TAP-55KEPS-SS-4Y-US	##############	$ 9,109,989.24
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS	TAP-60KEPS-SS-4Y-US	##############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS	TAP-65KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS	TAP-70KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS	TAP-75KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS	TAP-80KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - GovUS	TAP-1KEPS-SS-5Y-US	$ 1,163,175.00	$ 1,011,962.25
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-SS-5Y-US	$ 1,381,290.00	$ 1,201,722.30
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - GovUS	TAP-5KEPS-SS-5Y-US	$ 1,573,065.00	$ 1,368,566.55
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - GovUS	TAP-10KEPS-SS-5Y-US	$ 2,379,830.00	$ 2,070,452.10

FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - GovUS	TAP-15KEPS-SS-5Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - GovUS	TAP-20KEPS-SS-5Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - GovUS	TAP-25KEPS-SS-5Y-US	$ 5,949,575.00	$ 5,176,130.25
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - GovUS	TAP-30KEPS-SS-5Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - GovUS	TAP-35KEPS-SS-5Y-US	$ 8,329,405.00	$ 7,246,582.35
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - GovUS	TAP-40KEPS-SS-5Y-US	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - GovUS	TAP-45KEPS-SS-5Y-US	############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - GovUS	TAP-50KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - GovUS	TAP-55KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - GovUS	TAP-60KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - GovUS	TAP-65KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - GovUS	TAP-70KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - GovUS	TAP-75KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - GovUS	TAP-80KEPS-SS-5Y-US	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS	RN-TAP-1KEPS-SS-1Y-US	$ 232,635.00	$ 202,392.45
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS	RN-TAP-2.5KEPS-SS-1Y-US	$ 276,258.00	$ 240,344.46
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS	RN-TAP-5KEPS-SS-1Y-US	$ 314,613.00	$ 273,713.31
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS	RN-TAP-10KEPS-SS-1Y-US	$ 475,966.00	$ 414,090.42
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS	RN-TAP-15KEPS-SS-1Y-US	$ 713,949.00	$ 621,135.63
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS	RN-TAP-20KEPS-SS-1Y-US	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS	RN-TAP-25KEPS-SS-1Y-US	$ 1,189,915.00	$ 1,035,226.05
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS	RN-TAP-30KEPS-SS-1Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS	RN-TAP-35KEPS-SS-1Y-US	$ 1,665,881.00	$ 1,449,316.47
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS	RN-TAP-40KEPS-SS-1Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS	RN-TAP-45KEPS-SS-1Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS	RN-TAP-50KEPS-SS-1Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS	RN-TAP-55KEPS-SS-1Y-US	$ 2,617,813.00	$ 2,277,497.31
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS	RN-TAP-60KEPS-SS-1Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS	RN-TAP-65KEPS-SS-1Y-US	$ 3,093,779.00	$ 2,691,587.73
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS	RN-TAP-70KEPS-SS-1Y-US	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS	RN-TAP-75KEPS-SS-1Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS	RN-TAP-80KEPS-SS-1Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS	RN-TAP-1KEPS-SS-2Y-US	$ 465,270.00	$ 404,784.90
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS	RN-TAP-2.5KEPS-SS-2Y-US	$ 552,516.00	$ 480,688.92
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS	RN-TAP-5KEPS-SS-2Y-US	$ 629,226.00	$ 547,426.62
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS	RN-TAP-10KEPS-SS-2Y-US	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS	RN-TAP-15KEPS-SS-2Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS	RN-TAP-20KEPS-SS-2Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS	RN-TAP-25KEPS-SS-2Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS	RN-TAP-30KEPS-SS-2Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS	RN-TAP-35KEPS-SS-2Y-US	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS	RN-TAP-40KEPS-SS-2Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS	RN-TAP-45KEPS-SS-2Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS	RN-TAP-50KEPS-SS-2Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS	RN-TAP-55KEPS-SS-2Y-US	$ 5,235,626.00	$ 4,554,994.62
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS	RN-TAP-60KEPS-SS-2Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS	RN-TAP-65KEPS-SS-2Y-US	$ 6,187,558.00	$ 5,383,175.46
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS	RN-TAP-70KEPS-SS-2Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS	RN-TAP-75KEPS-SS-2Y-US	$ 7,139,490.00	$ 6,211,356.30

FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS	RN-TAP-80KEPS-SS-2Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS	RN-TAP-1KEPS-SS-3Y-US	$ 697,905.00	$ 607,177.35
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS	RN-TAP-2.5KEPS-SS-3Y-US	$ 828,774.00	$ 721,033.38
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS	RN-TAP-5KEPS-SS-3Y-US	$ 943,839.00	$ 821,139.93
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS	RN-TAP-10KEPS-SS-3Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS	RN-TAP-15KEPS-SS-3Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS	RN-TAP-20KEPS-SS-3Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS	RN-TAP-25KEPS-SS-3Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS	RN-TAP-30KEPS-SS-3Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS	RN-TAP-35KEPS-SS-3Y-US	$ 4,997,643.00	$ 4,347,949.41
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS	RN-TAP-40KEPS-SS-3Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS	RN-TAP-45KEPS-SS-3Y-US	$ 6,425,541.00	$ 5,590,220.67
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS	RN-TAP-50KEPS-SS-3Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS	RN-TAP-55KEPS-SS-3Y-US	$ 7,853,439.00	$ 6,832,491.93
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS	RN-TAP-60KEPS-SS-3Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS	RN-TAP-65KEPS-SS-3Y-US	$ 9,281,337.00	$ 8,074,763.19
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS	RN-TAP-70KEPS-SS-3Y-US	$ 9,995,286.00	$ 8,695,898.82
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS	RN-TAP-75KEPS-SS-3Y-US	##############	$ 9,317,034.45
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS	RN-TAP-80KEPS-SS-3Y-US	##############	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS	RN-TAP-1KEPS-SS-4Y-US	$ 930,540.00	$ 809,569.80
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS	RN-TAP-2.5KEPS-SS-4Y-US	$ 1,105,032.00	$ 961,377.84
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS	RN-TAP-5KEPS-SS-4Y-US	$ 1,258,452.00	$ 1,094,853.24
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS	RN-TAP-10KEPS-SS-4Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS	RN-TAP-15KEPS-SS-4Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS	RN-TAP-20KEPS-SS-4Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS	RN-TAP-25KEPS-SS-4Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS	RN-TAP-30KEPS-SS-4Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS	RN-TAP-35KEPS-SS-4Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS	RN-TAP-40KEPS-SS-4Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS	RN-TAP-45KEPS-SS-4Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS	RN-TAP-50KEPS-SS-4Y-US	$ 9,519,320.00	$ 8,281,808.40
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS	RN-TAP-55KEPS-SS-4Y-US	##############	$ 9,109,989.24
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS	RN-TAP-60KEPS-SS-4Y-US	##############	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS	RN-TAP-65KEPS-SS-4Y-US	##############	##############
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS	RN-TAP-70KEPS-SS-4Y-US	##############	##############
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS	RN-TAP-75KEPS-SS-4Y-US	##############	##############
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS	RN-TAP-80KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-SS-1Y-USPP	$ 244,267.00	$ 212,512.29
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-SS-1Y-USPP	$ 290,071.00	$ 252,361.77
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-SS-1Y-USPP	$ 330,344.00	$ 287,399.28
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-SS-1Y-USPP	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-SS-1Y-USPP	$ 749,646.00	$ 652,192.02
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-SS-1Y-USPP	$ 999,529.00	$ 869,590.23
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-SS-1Y-USPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-SS-1Y-USPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-SS-1Y-USPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-SS-1Y-USPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS Prio Plus	TAP-45KEPS-SS-1Y-USPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS Prio Plus	TAP-50KEPS-SS-1Y-USPP	$ 2,498,822.00	$ 2,173,975.14

FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS Prio Plus	TAP-55KEPS-SS-1Y-USPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS Prio Plus	TAP-60KEPS-SS-1Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS Prio Plus	TAP-65KEPS-SS-1Y-USPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS Prio Plus	TAP-70KEPS-SS-1Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS Prio Plus	TAP-75KEPS-SS-1Y-USPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS Prio Plus	TAP-80KEPS-SS-1Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-SS-2Y-USPP	$ 488,534.00	$ 425,024.58
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-SS-2Y-USPP	$ 580,142.00	$ 504,723.54
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-SS-2Y-USPP	$ 660,688.00	$ 574,798.56
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-SS-2Y-USPP	$ 999,528.00	$ 869,589.36
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-SS-2Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-SS-2Y-USPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-SS-2Y-USPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-SS-2Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-SS-2Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-SS-2Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS Prio Plus	TAP-45KEPS-SS-2Y-USPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS Prio Plus	TAP-50KEPS-SS-2Y-USPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS Prio Plus	TAP-55KEPS-SS-2Y-USPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS Prio Plus	TAP-60KEPS-SS-2Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS Prio Plus	TAP-65KEPS-SS-2Y-USPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS Prio Plus	TAP-70KEPS-SS-2Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS Prio Plus	TAP-75KEPS-SS-2Y-USPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS Prio Plus	TAP-80KEPS-SS-2Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-SS-3Y-USPP	$ 732,801.00	$ 637,536.87
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-SS-3Y-USPP	$ 870,213.00	$ 757,085.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-SS-3Y-USPP	$ 991,032.00	$ 862,197.84
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-SS-3Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-SS-3Y-USPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-SS-3Y-USPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-SS-3Y-USPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-SS-3Y-USPP	$ 4,497,879.00	$ 3,913,154.73
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-SS-3Y-USPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-SS-3Y-USPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS Prio Plus	TAP-45KEPS-SS-3Y-USPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS Prio Plus	TAP-50KEPS-SS-3Y-USPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS Prio Plus	TAP-55KEPS-SS-3Y-USPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS Prio Plus	TAP-60KEPS-SS-3Y-USPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS Prio Plus	TAP-65KEPS-SS-3Y-USPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS Prio Plus	TAP-70KEPS-SS-3Y-USPP	##############	$ 9,130,693.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS Prio Plus	TAP-75KEPS-SS-3Y-USPP	##############	$ 9,782,885.52
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS Prio Plus	TAP-80KEPS-SS-3Y-USPP	##############	##############
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-SS-4Y-USPP	$ 977,068.00	$ 850,049.16
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-SS-4Y-USPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-SS-4Y-USPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-SS-4Y-USPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-SS-4Y-USPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-SS-4Y-USPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-SS-4Y-USPP	$ 4,997,644.00	$ 4,347,950.28

FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-SS-4Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-SS-4Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-SS-4Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS Prio Plus	TAP-45KEPS-SS-4Y-USPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS Prio Plus	TAP-50KEPS-SS-4Y-USPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS Prio Plus	TAP-55KEPS-SS-4Y-USPP	##########	$ 9,565,489.92
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS Prio Plus	TAP-60KEPS-SS-4Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS Prio Plus	TAP-65KEPS-SS-4Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS Prio Plus	TAP-70KEPS-SS-4Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS Prio Plus	TAP-75KEPS-SS-4Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS Prio Plus	TAP-80KEPS-SS-4Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-SS-5Y-USPP	$ 1,221,335.00	$ 1,062,561.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-SS-5Y-USPP	$ 1,450,355.00	$ 1,261,808.85
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-SS-5Y-USPP	$ 1,651,720.00	$ 1,436,996.40
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-SS-5Y-USPP	$ 2,498,820.00	$ 2,173,973.40
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-SS-5Y-USPP	$ 3,748,230.00	$ 3,260,960.10
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-SS-5Y-USPP	$ 4,997,645.00	$ 4,347,951.15
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-SS-5Y-USPP	$ 6,247,055.00	$ 5,434,937.85
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-SS-5Y-USPP	$ 7,496,465.00	$ 6,521,924.55
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-SS-5Y-USPP	$ 8,745,875.00	$ 7,608,911.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-SS-5Y-USPP	$ 9,995,285.00	$ 8,695,897.95
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - GovUS Prio Plus	TAP-45KEPS-SS-5Y-USPP	##########	$ 9,782,884.65
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - GovUS Prio Plus	TAP-50KEPS-SS-5Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - GovUS Prio Plus	TAP-55KEPS-SS-5Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - GovUS Prio Plus	TAP-60KEPS-SS-5Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - GovUS Prio Plus	TAP-65KEPS-SS-5Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - GovUS Prio Plus	TAP-70KEPS-SS-5Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - GovUS Prio Plus	TAP-75KEPS-SS-5Y-USPP	##########	##########
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - GovUS Prio Plus	TAP-80KEPS-SS-5Y-USPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-1Y-USPP	$ 244,267.00	$ 212,512.29
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-1Y-USPP	$ 290,071.00	$ 252,361.77
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-1Y-USPP	$ 330,344.00	$ 287,399.28
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-1Y-USPP	$ 499,764.00	$ 434,794.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-1Y-USPP	$ 749,646.00	$ 652,192.02
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-1Y-USPP	$ 999,529.00	$ 869,590.23
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-1Y-USPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-1Y-USPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-1Y-USPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-1Y-USPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-1Y-USPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-1Y-USPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-1Y-USPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-1Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-1Y-USPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-1Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-1Y-USPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-1Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-2Y-USPP	$ 488,534.00	$ 425,024.58
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-2Y-USPP	$ 580,142.00	$ 504,723.54

FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-2Y-USPP	$ 660,688.00	$ 574,798.56
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-2Y-USPP	$ 999,528.00	$ 869,589.36
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-2Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-2Y-USPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-2Y-USPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-2Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-2Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-2Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-2Y-USPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-2Y-USPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-2Y-USPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-2Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-2Y-USPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-2Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-2Y-USPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-2Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-3Y-USPP	$ 732,801.00	$ 637,536.87
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-3Y-USPP	$ 870,213.00	$ 757,085.31
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-3Y-USPP	$ 991,032.00	$ 862,197.84
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-3Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-3Y-USPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-3Y-USPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-3Y-USPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-3Y-USPP	$ 4,497,879.00	$ 3,913,154.73
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-3Y-USPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-3Y-USPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-3Y-USPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-3Y-USPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-3Y-USPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-3Y-USPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-3Y-USPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-3Y-USPP	############	$ 9,130,693.50
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-3Y-USPP	############	$ 9,782,885.52
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-3Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-4Y-USPP	$ 977,068.00	$ 850,049.16
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-4Y-USPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-4Y-USPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-4Y-USPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-4Y-USPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-4Y-USPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-4Y-USPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-4Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-4Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-4Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-4Y-USPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-4Y-USPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-4Y-USPP	############	$ 9,565,489.92
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-4Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-4Y-USPP	############	############

FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-4Y-USPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-4Y-USPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-4Y-USPP	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS	TAP-1KEPS-LS-1Y-US	$ 492,411.00	$ 428,397.57
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-LS-1Y-US	$ 600,978.00	$ 522,850.86
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS	TAP-5KEPS-LS-1Y-US	$ 704,277.00	$ 612,720.99
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS	TAP-10KEPS-LS-1Y-US	$ 1,125,406.00	$ 979,103.22
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS	TAP-15KEPS-LS-1Y-US	$ 1,688,109.00	$ 1,468,654.83
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS	TAP-20KEPS-LS-1Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS	TAP-25KEPS-LS-1Y-US	$ 2,813,515.00	$ 2,447,758.05
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS	TAP-30KEPS-LS-1Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS	TAP-35KEPS-LS-1Y-US	$ 3,938,921.00	$ 3,426,861.27
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS	TAP-40KEPS-LS-1Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS	TAP-1KEPS-LS-2Y-US	$ 984,822.00	$ 856,795.14
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-LS-2Y-US	$ 1,201,956.00	$ 1,045,701.72
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS	TAP-5KEPS-LS-2Y-US	$ 1,408,554.00	$ 1,225,441.98
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS	TAP-10KEPS-LS-2Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS	TAP-15KEPS-LS-2Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS	TAP-20KEPS-LS-2Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS	TAP-25KEPS-LS-2Y-US	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS	TAP-30KEPS-LS-2Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS	TAP-35KEPS-LS-2Y-US	$ 7,877,842.00	$ 6,853,722.54
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS	TAP-40KEPS-LS-2Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS	TAP-1KEPS-LS-3Y-US	$ 1,477,233.00	$ 1,285,192.71
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-LS-3Y-US	$ 1,802,934.00	$ 1,568,552.58
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS	TAP-5KEPS-LS-3Y-US	$ 2,112,831.00	$ 1,838,162.97
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS	TAP-10KEPS-LS-3Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS	TAP-15KEPS-LS-3Y-US	$ 5,064,327.00	$ 4,405,964.49
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS	TAP-20KEPS-LS-3Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS	TAP-25KEPS-LS-3Y-US	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS	TAP-30KEPS-LS-3Y-US	##########	$ 8,811,928.98
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS	TAP-35KEPS-LS-3Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS	TAP-40KEPS-LS-3Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS	TAP-1KEPS-LS-4Y-US	$ 1,969,644.00	$ 1,713,590.28
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-LS-4Y-US	$ 2,403,912.00	$ 2,091,403.44
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS	TAP-5KEPS-LS-4Y-US	$ 2,817,108.00	$ 2,450,883.96
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS	TAP-10KEPS-LS-4Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS	TAP-15KEPS-LS-4Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS	TAP-20KEPS-LS-4Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS	TAP-25KEPS-LS-4Y-US	##########	$ 9,791,032.20
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS	TAP-30KEPS-LS-4Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS	TAP-35KEPS-LS-4Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS	TAP-40KEPS-LS-4Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - GovUS	TAP-1KEPS-LS-5Y-US	$ 2,462,055.00	$ 2,141,987.85
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-LS-5Y-US	$ 3,004,890.00	$ 2,614,254.30
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - GovUS	TAP-5KEPS-LS-5Y-US	$ 3,521,385.00	$ 3,063,604.95
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - GovUS	TAP-10KEPS-LS-5Y-US	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - GovUS	TAP-15KEPS-LS-5Y-US	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - GovUS	TAP-20KEPS-LS-5Y-US	##########	$ 9,791,032.20

FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - GovUS	TAP-25KEPS-LS-5Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - GovUS	TAP-30KEPS-LS-5Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - GovUS	TAP-35KEPS-LS-5Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - GovUS	TAP-40KEPS-LS-5Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS	RN-TAP-1KEPS-LS-1Y-US	$ 492,411.00	$ 428,397.57
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS	RN-TAP-2.5KEPS-LS-1Y-US	$ 600,978.00	$ 522,850.86
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS	RN-TAP-5KEPS-LS-1Y-US	$ 704,277.00	$ 612,720.99
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS	RN-TAP-10KEPS-LS-1Y-US	$ 1,125,406.00	$ 979,103.22
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS	RN-TAP-15KEPS-LS-1Y-US	$ 1,688,109.00	$ 1,468,654.83
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS	RN-TAP-20KEPS-LS-1Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS	RN-TAP-25KEPS-LS-1Y-US	$ 2,813,515.00	$ 2,447,758.05
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS	RN-TAP-30KEPS-LS-1Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS	RN-TAP-35KEPS-LS-1Y-US	$ 3,938,921.00	$ 3,426,861.27
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS	RN-TAP-40KEPS-LS-1Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS	RN-TAP-1KEPS-LS-2Y-US	$ 984,822.00	$ 856,795.14
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS	RN-TAP-2.5KEPS-LS-2Y-US	$ 1,201,956.00	$ 1,045,701.72
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS	RN-TAP-5KEPS-LS-2Y-US	$ 1,408,554.00	$ 1,225,441.98
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS	RN-TAP-10KEPS-LS-2Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS	RN-TAP-15KEPS-LS-2Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS	RN-TAP-20KEPS-LS-2Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS	RN-TAP-25KEPS-LS-2Y-US	$ 5,627,030.00	$ 4,895,516.10
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS	RN-TAP-30KEPS-LS-2Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS	RN-TAP-35KEPS-LS-2Y-US	$ 7,877,842.00	$ 6,853,722.54
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS	RN-TAP-40KEPS-LS-2Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS	RN-TAP-1KEPS-LS-3Y-US	$ 1,477,233.00	$ 1,285,192.71
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS	RN-TAP-2.5KEPS-LS-3Y-US	$ 1,802,934.00	$ 1,568,552.58
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS	RN-TAP-5KEPS-LS-3Y-US	$ 2,112,831.00	$ 1,838,162.97
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS	RN-TAP-10KEPS-LS-3Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS	RN-TAP-15KEPS-LS-3Y-US	$ 5,064,327.00	$ 4,405,964.49
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS	RN-TAP-20KEPS-LS-3Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS	RN-TAP-25KEPS-LS-3Y-US	$ 8,440,545.00	$ 7,343,274.15
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS	RN-TAP-30KEPS-LS-3Y-US	##########	$ 8,811,928.98
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS	RN-TAP-35KEPS-LS-3Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS	RN-TAP-40KEPS-LS-3Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS	RN-TAP-1KEPS-LS-4Y-US	$ 1,969,644.00	$ 1,713,590.28
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS	RN-TAP-2.5KEPS-LS-4Y-US	$ 2,403,912.00	$ 2,091,403.44
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS	RN-TAP-5KEPS-LS-4Y-US	$ 2,817,108.00	$ 2,450,883.96
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS	RN-TAP-10KEPS-LS-4Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS	RN-TAP-15KEPS-LS-4Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS	RN-TAP-20KEPS-LS-4Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS	RN-TAP-25KEPS-LS-4Y-US	##########	$ 9,791,032.20
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS	RN-TAP-30KEPS-LS-4Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS	RN-TAP-35KEPS-LS-4Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS	RN-TAP-40KEPS-LS-4Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-LS-1Y-USPP	$ 517,032.00	$ 449,817.84
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-LS-1Y-USPP	$ 631,027.00	$ 548,993.49
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-LS-1Y-USPP	$ 739,491.00	$ 643,357.17
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-LS-1Y-USPP	$ 1,181,676.00	$ 1,028,058.12
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-LS-1Y-USPP	$ 1,772,514.00	$ 1,542,087.18

FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-LS-1Y-USPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-LS-1Y-USPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-LS-1Y-USPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-LS-1Y-USPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-LS-1Y-USPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-LS-2Y-USPP	$ 1,034,064.00	$ 899,635.68
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-LS-2Y-USPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-LS-2Y-USPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-LS-2Y-USPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-LS-2Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-LS-2Y-USPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-LS-2Y-USPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-LS-2Y-USPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-LS-2Y-USPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-LS-2Y-USPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-LS-3Y-USPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-LS-3Y-USPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-LS-3Y-USPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-LS-3Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-LS-3Y-USPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-LS-3Y-USPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-LS-3Y-USPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-LS-3Y-USPP	##############	$ 9,252,525.69
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-LS-3Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-LS-3Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-LS-4Y-USPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-LS-4Y-USPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-LS-4Y-USPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-LS-4Y-USPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-LS-4Y-USPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-LS-4Y-USPP	$ 9,453,412.00	$ 8,224,468.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-LS-5Y-USPP	$ 2,585,160.00	$ 2,249,089.20
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-LS-5Y-USPP	$ 3,155,135.00	$ 2,744,967.45
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-LS-5Y-USPP	$ 3,697,455.00	$ 3,216,785.85
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-LS-5Y-USPP	$ 5,908,380.00	$ 5,140,290.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-LS-5Y-USPP	$ 8,862,570.00	$ 7,710,435.90
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-LS-5Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-1Y-USPP	$ 517,032.00	$ 449,817.84
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-1Y-USPP	$ 631,027.00	$ 548,993.49
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-1Y-USPP	$ 739,491.00	$ 643,357.17
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-1Y-USPP	$ 1,181,676.00	$ 1,028,058.12

FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-1Y-USPP	$ 1,772,514.00	$ 1,542,087.18
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-1Y-USPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-1Y-USPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-1Y-USPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-1Y-USPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-1Y-USPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-2Y-USPP	$ 1,034,064.00	$ 899,635.68
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-2Y-USPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-2Y-USPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-2Y-USPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-2Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-2Y-USPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-2Y-USPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-2Y-USPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-2Y-USPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-2Y-USPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-3Y-USPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-3Y-USPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-3Y-USPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-3Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-3Y-USPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-3Y-USPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-3Y-USPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-3Y-USPP	##############	$ 9,252,525.69
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-3Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-3Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-4Y-USPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-4Y-USPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-4Y-USPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-4Y-USPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-4Y-USPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-4Y-USPP	$ 9,453,412.00	$ 8,224,468.44
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-4Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-4Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-4Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - GovUS	TAP-1KEPS-DT2SS-1Y-US-A	$ 122,185.00	$ 106,300.95
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-DT2SS-1Y-US-A	$ 157,270.00	$ 136,824.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - GovUS	TAP-5KEPS-DT2SS-1Y-US-A	$ 193,405.00	$ 168,262.35
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - GovUS	TAP-10KEPS-DT2SS-1Y-US-A	$ 327,834.00	$ 285,215.58
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - GovUS	TAP-15KEPS-DT2SS-1Y-US-A	$ 491,751.00	$ 427,823.37
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - GovUS	TAP-20KEPS-DT2SS-1Y-US-A	$ 686,854.00	$ 597,562.98
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - GovUS	TAP-25KEPS-DT2SS-1Y-US-A	$ 875,135.00	$ 761,367.45
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - GovUS	TAP-30KEPS-DT2SS-1Y-US-A	$ 1,050,162.00	$ 913,640.94
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - GovUS	TAP-35KEPS-DT2SS-1Y-US-A	$ 1,225,189.00	$ 1,065,914.43
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - GovUS	TAP-40KEPS-DT2SS-1Y-US-A	$ 1,400,216.00	$ 1,218,187.92
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - GovUS	TAP-45KEPS-DT2SS-1Y-US-A	$ 1,575,243.00	$ 1,370,461.41
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - GovUS	TAP-50KEPS-DT2SS-1Y-US-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - GovUS	TAP-55KEPS-DT2SS-1Y-US-A	$ 1,925,297.00	$ 1,675,008.39

FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - GovUS	TAP-60KEPS-DT2SS-1Y-US-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - GovUS	TAP-65KEPS-DT2SS-1Y-US-A	$ 2,275,351.00	$ 1,979,555.37
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - GovUS	TAP-70KEPS-DT2SS-1Y-US-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - GovUS	TAP-75KEPS-DT2SS-1Y-US-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - GovUS	TAP-80KEPS-DT2SS-1Y-US-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - GovUS	TAP-1KEPS-DT2SS-2Y-US-A	$ 244,370.00	$ 212,601.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-DT2SS-2Y-US-A	$ 314,540.00	$ 273,649.80
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - GovUS	TAP-5KEPS-DT2SS-2Y-US-A	$ 386,810.00	$ 336,524.70
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - GovUS	TAP-10KEPS-DT2SS-2Y-US-A	$ 655,668.00	$ 570,431.16
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - GovUS	TAP-15KEPS-DT2SS-2Y-US-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - GovUS	TAP-20KEPS-DT2SS-2Y-US-A	$ 1,373,708.00	$ 1,195,125.96
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - GovUS	TAP-25KEPS-DT2SS-2Y-US-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - GovUS	TAP-30KEPS-DT2SS-2Y-US-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - GovUS	TAP-35KEPS-DT2SS-2Y-US-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - GovUS	TAP-40KEPS-DT2SS-2Y-US-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - GovUS	TAP-45KEPS-DT2SS-2Y-US-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - GovUS	TAP-50KEPS-DT2SS-2Y-US-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - GovUS	TAP-55KEPS-DT2SS-2Y-US-A	$ 3,850,594.00	$ 3,350,016.78
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - GovUS	TAP-60KEPS-DT2SS-2Y-US-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - GovUS	TAP-65KEPS-DT2SS-2Y-US-A	$ 4,550,702.00	$ 3,959,110.74
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - GovUS	TAP-70KEPS-DT2SS-2Y-US-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - GovUS	TAP-75KEPS-DT2SS-2Y-US-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - GovUS	TAP-80KEPS-DT2SS-2Y-US-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - GovUS	TAP-1KEPS-DT2SS-3Y-US-A	$ 366,555.00	$ 318,902.85
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-DT2SS-3Y-US-A	$ 471,810.00	$ 410,474.70
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - GovUS	TAP-5KEPS-DT2SS-3Y-US-A	$ 580,215.00	$ 504,787.05
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - GovUS	TAP-10KEPS-DT2SS-3Y-US-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - GovUS	TAP-15KEPS-DT2SS-3Y-US-A	$ 1,475,253.00	$ 1,283,470.11
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - GovUS	TAP-20KEPS-DT2SS-3Y-US-A	$ 2,060,562.00	$ 1,792,688.94
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - GovUS	TAP-25KEPS-DT2SS-3Y-US-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - GovUS	TAP-30KEPS-DT2SS-3Y-US-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - GovUS	TAP-35KEPS-DT2SS-3Y-US-A	$ 3,675,567.00	$ 3,197,743.29
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - GovUS	TAP-40KEPS-DT2SS-3Y-US-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - GovUS	TAP-45KEPS-DT2SS-3Y-US-A	$ 4,725,729.00	$ 4,111,384.23
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - GovUS	TAP-50KEPS-DT2SS-3Y-US-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - GovUS	TAP-55KEPS-DT2SS-3Y-US-A	$ 5,775,891.00	$ 5,025,025.17
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - GovUS	TAP-60KEPS-DT2SS-3Y-US-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - GovUS	TAP-65KEPS-DT2SS-3Y-US-A	$ 6,826,053.00	$ 5,938,666.11
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - GovUS	TAP-70KEPS-DT2SS-3Y-US-A	$ 7,351,134.00	$ 6,395,486.58
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - GovUS	TAP-75KEPS-DT2SS-3Y-US-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - GovUS	TAP-80KEPS-DT2SS-3Y-US-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - GovUS	TAP-1KEPS-DT2SS-4Y-US-A	$ 488,740.00	$ 425,203.80
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-DT2SS-4Y-US-A	$ 629,080.00	$ 547,299.60
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - GovUS	TAP-5KEPS-DT2SS-4Y-US-A	$ 773,620.00	$ 673,049.40
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - GovUS	TAP-10KEPS-DT2SS-4Y-US-A	$ 1,311,336.00	$ 1,140,862.32
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - GovUS	TAP-15KEPS-DT2SS-4Y-US-A	$ 1,967,004.00	$ 1,711,293.48
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - GovUS	TAP-20KEPS-DT2SS-4Y-US-A	$ 2,747,416.00	$ 2,390,251.92
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - GovUS	TAP-25KEPS-DT2SS-4Y-US-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - GovUS	TAP-30KEPS-DT2SS-4Y-US-A	$ 4,200,648.00	$ 3,654,563.76

FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - GovUS	TAP-35KEPS-DT2SS-4Y-US-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - GovUS	TAP-40KEPS-DT2SS-4Y-US-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - GovUS	TAP-45KEPS-DT2SS-4Y-US-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - GovUS	TAP-50KEPS-DT2SS-4Y-US-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - GovUS	TAP-55KEPS-DT2SS-4Y-US-A	$ 7,701,188.00	$ 6,700,033.56
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - GovUS	TAP-60KEPS-DT2SS-4Y-US-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - GovUS	TAP-65KEPS-DT2SS-4Y-US-A	$ 9,101,404.00	$ 7,918,221.48
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - GovUS	TAP-70KEPS-DT2SS-4Y-US-A	$ 9,801,512.00	$ 8,527,315.44
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - GovUS	TAP-75KEPS-DT2SS-4Y-US-A	############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - GovUS	TAP-80KEPS-DT2SS-4Y-US-A	############	$ 9,745,503.36
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - GovUS	TAP-1KEPS-DT2SS-5Y-US-A	$ 610,925.00	$ 531,504.75
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-DT2SS-5Y-US-A	$ 786,350.00	$ 684,124.50
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - GovUS	TAP-5KEPS-DT2SS-5Y-US-A	$ 967,025.00	$ 841,311.75
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - GovUS	TAP-10KEPS-DT2SS-5Y-US-A	$ 1,639,170.00	$ 1,426,077.90
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - GovUS	TAP-15KEPS-DT2SS-5Y-US-A	$ 2,458,755.00	$ 2,139,116.85
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - GovUS	TAP-20KEPS-DT2SS-5Y-US-A	$ 3,434,270.00	$ 2,987,814.90
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - GovUS	TAP-25KEPS-DT2SS-5Y-US-A	$ 4,375,675.00	$ 3,806,837.25
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - GovUS	TAP-30KEPS-DT2SS-5Y-US-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - GovUS	TAP-35KEPS-DT2SS-5Y-US-A	$ 6,125,945.00	$ 5,329,572.15
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - GovUS	TAP-40KEPS-DT2SS-5Y-US-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - GovUS	TAP-45KEPS-DT2SS-5Y-US-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - GovUS	TAP-50KEPS-DT2SS-5Y-US-A	$ 8,751,350.00	$ 7,613,674.50
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - GovUS	TAP-55KEPS-DT2SS-5Y-US-A	$ 9,626,485.00	$ 8,375,041.95
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - GovUS	TAP-60KEPS-DT2SS-5Y-US-A	############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - GovUS	TAP-65KEPS-DT2SS-5Y-US-A	############	$ 9,897,776.85
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - GovUS	TAP-70KEPS-DT2SS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - GovUS	TAP-75KEPS-DT2SS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - GovUS	TAP-80KEPS-DT2SS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-1Y-USPP-A	$ 128,294.00	$ 111,615.78
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-1Y-USPP	$ 165,134.00	$ 143,666.58
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-1Y-USPP-A	$ 203,076.00	$ 176,676.12
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-1Y-USPP-	$ 344,225.00	$ 299,475.75
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-1Y-USPP-	$ 516,338.00	$ 449,214.06
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-1Y-USPP-	$ 721,197.00	$ 627,441.39
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-1Y-USPP-	$ 918,892.00	$ 799,436.04
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-1Y-USPP-	$ 1,102,670.00	$ 959,322.90
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-1Y-USPP-	$ 1,286,448.00	$ 1,119,209.76
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-1Y-USPP-	$ 1,470,227.00	$ 1,279,097.49
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-1Y-USPP-	$ 1,654,005.00	$ 1,438,984.35
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-1Y-USPP-	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-1Y-USPP-	$ 2,021,562.00	$ 1,758,758.94
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-1Y-USPP-	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-1Y-USPP-	$ 2,389,119.00	$ 2,078,533.53
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-1Y-USPP-	$ 2,572,897.00	$ 2,238,420.39
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-1Y-USPP-	$ 2,756,675.00	$ 2,398,307.25
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-1Y-USPP-	$ 2,940,453.00	$ 2,558,194.11
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-2Y-USPP-A	$ 256,588.00	$ 223,231.56
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-2Y-USPP	$ 330,268.00	$ 287,333.16
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-2Y-USPP-A	$ 406,152.00	$ 353,352.24

FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-2Y-USPP-	$ 688,450.00	$ 598,951.50
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-2Y-USPP-	$ 1,032,676.00	$ 898,428.12
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-2Y-USPP-	$ 1,442,394.00	$ 1,254,882.78
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-2Y-USPP-	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-2Y-USPP-	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-2Y-USPP-	$ 2,572,896.00	$ 2,238,419.52
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-2Y-USPP-	$ 2,940,454.00	$ 2,558,194.98
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-2Y-USPP-	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-2Y-USPP-	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-2Y-USPP-	$ 4,043,124.00	$ 3,517,517.88
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-2Y-USPP-	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-2Y-USPP-	$ 4,778,238.00	$ 4,157,067.06
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-2Y-USPP-	$ 5,145,794.00	$ 4,476,840.78
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-2Y-USPP-	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-2Y-USPP-	$ 5,880,906.00	$ 5,116,388.22
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-3Y-USPP-A	$ 384,882.00	$ 334,847.34
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-3Y-USPP	$ 495,402.00	$ 430,999.74
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-3Y-USPP-A	$ 609,228.00	$ 530,028.36
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-3Y-USPP-	$ 1,032,675.00	$ 898,427.25
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-3Y-USPP-	$ 1,549,014.00	$ 1,347,642.18
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-3Y-USPP-	$ 2,163,591.00	$ 1,882,324.17
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-3Y-USPP-	$ 2,756,676.00	$ 2,398,308.12
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-3Y-USPP-	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-3Y-USPP-	$ 3,859,344.00	$ 3,357,629.28
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-3Y-USPP-	$ 4,410,681.00	$ 3,837,292.47
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-3Y-USPP-	$ 4,962,015.00	$ 4,316,953.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-3Y-USPP-	$ 5,513,352.00	$ 4,796,616.24
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-3Y-USPP-	$ 6,064,686.00	$ 5,276,276.82
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-3Y-USPP-	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-3Y-USPP-	$ 7,167,357.00	$ 6,235,600.59
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-3Y-USPP-	$ 7,718,691.00	$ 6,715,261.17
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-3Y-USPP-	$ 8,270,025.00	$ 7,194,921.75
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-3Y-USPP-	$ 8,821,359.00	$ 7,674,582.33
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-4Y-USPP-A	$ 513,176.00	$ 446,463.12
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-4Y-USPP	$ 660,536.00	$ 574,666.32
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-4Y-USPP-A	$ 812,304.00	$ 706,704.48
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-4Y-USPP-	$ 1,376,900.00	$ 1,197,903.00
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-4Y-USPP-	$ 2,065,352.00	$ 1,796,856.24
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-4Y-USPP-	$ 2,884,788.00	$ 2,509,765.56
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-4Y-USPP-	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-4Y-USPP-	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-4Y-USPP-	$ 5,145,792.00	$ 4,476,839.04
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-4Y-USPP-	$ 5,880,908.00	$ 5,116,389.96
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-4Y-USPP-	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-4Y-USPP-	$ 7,351,136.00	$ 6,395,488.32
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-4Y-USPP-	$ 8,086,248.00	$ 7,035,035.76
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-4Y-USPP-	$ 8,821,360.00	$ 7,674,583.20
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-4Y-USPP-	$ 9,556,476.00	$ 8,314,134.12
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-4Y-USPP-	##############	$ 8,953,681.56

FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-4Y-USPP-	##########	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-5Y-USPP-A	$ 641,470.00	$ 558,078.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-5Y-USPP	$ 825,670.00	$ 718,332.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-5Y-USPP-A	$ 1,015,380.00	$ 883,380.60
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-5Y-USPP-	$ 1,721,125.00	$ 1,497,378.75
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-5Y-USPP-	$ 2,581,690.00	$ 2,246,070.30
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-5Y-USPP-	$ 3,605,985.00	$ 3,137,206.95
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-5Y-USPP-	$ 4,594,460.00	$ 3,997,180.20
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-5Y-USPP-	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-5Y-USPP-	$ 6,432,240.00	$ 5,596,048.80
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-5Y-USPP-	$ 7,351,135.00	$ 6,395,487.45
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-5Y-USPP-	$ 8,270,025.00	$ 7,194,921.75
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-5Y-USPP-	$ 9,188,920.00	$ 7,994,360.40
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-5Y-USPP-	##########	$ 8,793,794.70
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-5Y-USPP-	##########	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - GovUS	TAP-1KEPS-DT2LS-1Y-US-A	$ 381,961.00	$ 332,306.07
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-DT2LS-1Y-US-A	$ 481,990.00	$ 419,331.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - GovUS	TAP-5KEPS-DT2LS-1Y-US-A	$ 583,069.00	$ 507,270.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - GovUS	TAP-10KEPS-DT2LS-1Y-US-A	$ 977,274.00	$ 850,228.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - GovUS	TAP-15KEPS-DT2LS-1Y-US-A	$ 1,465,911.00	$ 1,275,342.57
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - GovUS	TAP-20KEPS-DT2LS-1Y-US-A	$ 1,985,734.00	$ 1,727,588.58
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - GovUS	TAP-25KEPS-DT2LS-1Y-US-A	$ 2,498,735.00	$ 2,173,899.45
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - GovUS	TAP-30KEPS-DT2LS-1Y-US-A	$ 2,998,482.00	$ 2,608,679.34
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - GovUS	TAP-35KEPS-DT2LS-1Y-US-A	$ 3,498,229.00	$ 3,043,459.23
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - GovUS	TAP-40KEPS-DT2LS-1Y-US-A	$ 3,997,976.00	$ 3,478,239.12
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - GovUS	TAP-1KEPS-DT2LS-2Y-US-A	$ 763,922.00	$ 664,612.14
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-DT2LS-2Y-US-A	$ 963,980.00	$ 838,662.60
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - GovUS	TAP-5KEPS-DT2LS-2Y-US-A	$ 1,166,138.00	$ 1,014,540.06
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - GovUS	TAP-10KEPS-DT2LS-2Y-US-A	$ 1,954,548.00	$ 1,700,456.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - GovUS	TAP-15KEPS-DT2LS-2Y-US-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - GovUS	TAP-20KEPS-DT2LS-2Y-US-A	$ 3,971,468.00	$ 3,455,177.16
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - GovUS	TAP-25KEPS-DT2LS-2Y-US-A	$ 4,997,470.00	$ 4,347,798.90
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - GovUS	TAP-30KEPS-DT2LS-2Y-US-A	$ 5,996,964.00	$ 5,217,358.68
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - GovUS	TAP-35KEPS-DT2LS-2Y-US-A	$ 6,996,458.00	$ 6,086,918.46
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - GovUS	TAP-40KEPS-DT2LS-2Y-US-A	$ 7,995,952.00	$ 6,956,478.24
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - GovUS	TAP-1KEPS-DT2LS-3Y-US-A	$ 1,145,883.00	$ 996,918.21
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-DT2LS-3Y-US-A	$ 1,445,970.00	$ 1,257,993.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - GovUS	TAP-5KEPS-DT2LS-3Y-US-A	$ 1,749,207.00	$ 1,521,810.09
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - GovUS	TAP-10KEPS-DT2LS-3Y-US-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - GovUS	TAP-15KEPS-DT2LS-3Y-US-A	$ 4,397,733.00	$ 3,826,027.71
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - GovUS	TAP-20KEPS-DT2LS-3Y-US-A	$ 5,957,202.00	$ 5,182,765.74
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - GovUS	TAP-25KEPS-DT2LS-3Y-US-A	$ 7,496,205.00	$ 6,521,698.35
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - GovUS	TAP-30KEPS-DT2LS-3Y-US-A	$ 8,995,446.00	$ 7,826,038.02
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - GovUS	TAP-35KEPS-DT2LS-3Y-US-A	##########	$ 9,130,377.69

FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - GovUS	TAP-40KEPS-DT2LS-3Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - GovUS	TAP-1KEPS-DT2LS-4Y-US-A	$ 1,527,844.00	$ 1,329,224.28
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-DT2LS-4Y-US-A	$ 1,927,960.00	$ 1,677,325.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - GovUS	TAP-5KEPS-DT2LS-4Y-US-A	$ 2,332,276.00	$ 2,029,080.12
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - GovUS	TAP-10KEPS-DT2LS-4Y-US-A	$ 3,909,096.00	$ 3,400,913.52
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - GovUS	TAP-15KEPS-DT2LS-4Y-US-A	$ 5,863,644.00	$ 5,101,370.28
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - GovUS	TAP-20KEPS-DT2LS-4Y-US-A	$ 7,942,936.00	$ 6,910,354.32
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - GovUS	TAP-25KEPS-DT2LS-4Y-US-A	$ 9,994,940.00	$ 8,695,597.80
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - GovUS	TAP-30KEPS-DT2LS-4Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - GovUS	TAP-35KEPS-DT2LS-4Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - GovUS	TAP-40KEPS-DT2LS-4Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - GovUS	TAP-1KEPS-DT2LS-5Y-US-A	$ 1,909,805.00	$ 1,661,530.35
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-DT2LS-5Y-US-A	$ 2,409,950.00	$ 2,096,656.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - GovUS	TAP-5KEPS-DT2LS-5Y-US-A	$ 2,915,345.00	$ 2,536,350.15
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - GovUS	TAP-10KEPS-DT2LS-5Y-US-A	$ 4,886,370.00	$ 4,251,141.90
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - GovUS	TAP-15KEPS-DT2LS-5Y-US-A	$ 7,329,555.00	$ 6,376,712.85
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - GovUS	TAP-20KEPS-DT2LS-5Y-US-A	$ 9,928,670.00	$ 8,637,942.90
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - GovUS	TAP-25KEPS-DT2LS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - GovUS	TAP-30KEPS-DT2LS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - GovUS	TAP-35KEPS-DT2LS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - GovUS	TAP-40KEPS-DT2LS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-1Y-USPP-A	$ 401,059.00	$ 348,921.33
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-1Y-USPP	$ 506,090.00	$ 440,298.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-1Y-USPP-A	$ 612,223.00	$ 532,634.01
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-1Y-USPP-	$ 1,026,137.00	$ 892,739.19
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-1Y-USPP-	$ 1,539,206.00	$ 1,339,109.22
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-1Y-USPP-	$ 2,085,021.00	$ 1,813,968.27
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-1Y-USPP-	$ 2,623,672.00	$ 2,282,594.64
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-1Y-USPP-	$ 3,148,406.00	$ 2,739,113.22
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-1Y-USPP-	$ 3,673,140.00	$ 3,195,631.80
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-1Y-USPP-	$ 4,197,875.00	$ 3,652,151.25
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-2Y-USPP-A	$ 802,118.00	$ 697,842.66
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-2Y-USPP	$ 1,012,180.00	$ 880,596.60
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-2Y-USPP-A	$ 1,224,446.00	$ 1,065,268.02
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-2Y-USPP-	$ 2,052,274.00	$ 1,785,478.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-2Y-USPP-	$ 3,078,412.00	$ 2,678,218.44
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-2Y-USPP-	$ 4,170,042.00	$ 3,627,936.54
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-2Y-USPP-	$ 5,247,344.00	$ 4,565,189.28
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-2Y-USPP-	$ 6,296,812.00	$ 5,478,226.44
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-2Y-USPP-	$ 7,346,280.00	$ 6,391,263.60
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-2Y-USPP-	$ 8,395,750.00	$ 7,304,302.50
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-3Y-USPP-A	$ 1,203,177.00	$ 1,046,763.99
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-3Y-USPP	$ 1,518,270.00	$ 1,320,894.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-3Y-USPP-A	$ 1,836,669.00	$ 1,597,902.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-3Y-USPP-	$ 3,078,411.00	$ 2,678,217.57
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-3Y-USPP-	$ 4,617,618.00	$ 4,017,327.66
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-3Y-USPP-	$ 6,255,063.00	$ 5,441,904.81
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-3Y-USPP-	$ 7,871,016.00	$ 6,847,783.92
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-3Y-USPP-	$ 9,445,218.00	$ 8,217,339.66

FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-3Y-USPP-	##########	$ 9,586,895.40
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-3Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-4Y-USPP-A	$ 1,604,236.00	$ 1,395,685.32
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-4Y-USPP	$ 2,024,360.00	$ 1,761,193.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-4Y-USPP-A	$ 2,448,892.00	$ 2,130,536.04
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-4Y-USPP-	$ 4,104,548.00	$ 3,570,956.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-4Y-USPP-	$ 6,156,824.00	$ 5,356,436.88
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-4Y-USPP-	$ 8,340,084.00	$ 7,255,873.08
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-4Y-USPP-	##########	$ 9,130,378.56
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-5Y-USPP-A	$ 2,005,295.00	$ 1,744,606.65
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-5Y-USPP	$ 2,530,450.00	$ 2,201,491.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-5Y-USPP-A	$ 3,061,115.00	$ 2,663,170.05
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-5Y-USPP-	$ 5,130,685.00	$ 4,463,695.95
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-5Y-USPP-	$ 7,696,030.00	$ 6,695,546.10
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-5Y-USPP-	##########	$ 9,069,841.35
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - GovUS	TAP-1KEPS-SS2LS-1Y-US-A	$ 259,776.00	$ 226,005.12
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-SS2LS-1Y-US-A	$ 324,720.00	$ 282,506.40
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - GovUS	TAP-5KEPS-SS2LS-1Y-US-A	$ 389,664.00	$ 339,007.68
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - GovUS	TAP-10KEPS-SS2LS-1Y-US-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - GovUS	TAP-15KEPS-SS2LS-1Y-US-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - GovUS	TAP-20KEPS-SS2LS-1Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - GovUS	TAP-25KEPS-SS2LS-1Y-US-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - GovUS	TAP-30KEPS-SS2LS-1Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - GovUS	TAP-35KEPS-SS2LS-1Y-US-A	$ 2,273,040.00	$ 1,977,544.80
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - GovUS	TAP-40KEPS-SS2LS-1Y-US-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - GovUS	TAP-1KEPS-SS2LS-2Y-US-A	$ 519,552.00	$ 452,010.24
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-SS2LS-2Y-US-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - GovUS	TAP-5KEPS-SS2LS-2Y-US-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - GovUS	TAP-10KEPS-SS2LS-2Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - GovUS	TAP-15KEPS-SS2LS-2Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - GovUS	TAP-20KEPS-SS2LS-2Y-US-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - GovUS	TAP-25KEPS-SS2LS-2Y-US-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - GovUS	TAP-30KEPS-SS2LS-2Y-US-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - GovUS	TAP-35KEPS-SS2LS-2Y-US-A	$ 4,546,080.00	$ 3,955,089.60
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - GovUS	TAP-40KEPS-SS2LS-2Y-US-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - GovUS	TAP-1KEPS-SS2LS-3Y-US-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-SS2LS-3Y-US-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - GovUS	TAP-5KEPS-SS2LS-3Y-US-A	$ 1,168,992.00	$ 1,017,023.04
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - GovUS	TAP-10KEPS-SS2LS-3Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - GovUS	TAP-15KEPS-SS2LS-3Y-US-A	$ 2,922,480.00	$ 2,542,557.60
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - GovUS	TAP-20KEPS-SS2LS-3Y-US-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - GovUS	TAP-25KEPS-SS2LS-3Y-US-A	$ 4,870,800.00	$ 4,237,596.00

FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - GovUS	TAP-30KEPS-SS2LS-3Y-US-A	$ 5,844,960.00	$ 5,085,115.20
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - GovUS	TAP-35KEPS-SS2LS-3Y-US-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - GovUS	TAP-40KEPS-SS2LS-3Y-US-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - GovUS	TAP-1KEPS-SS2LS-4Y-US-A	$ 1,039,104.00	$ 904,020.48
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-SS2LS-4Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - GovUS	TAP-5KEPS-SS2LS-4Y-US-A	$ 1,558,656.00	$ 1,356,030.72
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - GovUS	TAP-10KEPS-SS2LS-4Y-US-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - GovUS	TAP-15KEPS-SS2LS-4Y-US-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - GovUS	TAP-20KEPS-SS2LS-4Y-US-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - GovUS	TAP-25KEPS-SS2LS-4Y-US-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - GovUS	TAP-30KEPS-SS2LS-4Y-US-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - GovUS	TAP-35KEPS-SS2LS-4Y-US-A	$ 9,092,160.00	$ 7,910,179.20
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - GovUS	TAP-40KEPS-SS2LS-4Y-US-A	##############	$ 9,040,204.80
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - GovUS	TAP-1KEPS-SS2LS-5Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-SS2LS-5Y-US-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - GovUS	TAP-5KEPS-SS2LS-5Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - GovUS	TAP-10KEPS-SS2LS-5Y-US-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - GovUS	TAP-15KEPS-SS2LS-5Y-US-A	$ 4,870,800.00	$ 4,237,596.00
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - GovUS	TAP-20KEPS-SS2LS-5Y-US-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - GovUS	TAP-25KEPS-SS2LS-5Y-US-A	$ 8,118,000.00	$ 7,062,660.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - GovUS	TAP-30KEPS-SS2LS-5Y-US-A	$ 9,741,600.00	$ 8,475,192.00
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - GovUS	TAP-35KEPS-SS2LS-5Y-US-A	##############	$ 9,887,724.00
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - GovUS	TAP-40KEPS-SS2LS-5Y-US-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-1Y-USPP-A	$ 272,765.00	$ 237,305.55
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-1Y-USPP-	$ 340,956.00	$ 296,631.72
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-1Y-USPP-A	$ 409,147.00	$ 355,957.89
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-1Y-USPP-	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-1Y-USPP-	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-1Y-USPP-	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-1Y-USPP-	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-1Y-USPP-	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-1Y-USPP-	$ 2,386,692.00	$ 2,076,422.04
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-1Y-USPP-	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-2Y-USPP-A	$ 545,530.00	$ 474,611.10
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-2Y-USPP-	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-2Y-USPP-A	$ 818,294.00	$ 711,915.78
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-2Y-USPP-	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-2Y-USPP-	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-2Y-USPP-	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-2Y-USPP-	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-2Y-USPP-	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-2Y-USPP-	$ 4,773,384.00	$ 4,152,844.08
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-2Y-USPP-	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-3Y-USPP-A	$ 818,295.00	$ 711,916.65
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-3Y-USPP-	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-3Y-USPP-A	$ 1,227,441.00	$ 1,067,873.67
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-3Y-USPP-	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-3Y-USPP-	$ 3,068,604.00	$ 2,669,685.48
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-3Y-USPP-	$ 4,091,472.00	$ 3,559,580.64

FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-3Y-USPP-	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-3Y-USPP-	$ 6,137,208.00	$ 5,339,370.96
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-3Y-USPP-	$ 7,160,076.00	$ 6,229,266.12
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-3Y-USPP-	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-4Y-USPP-A	$ 1,091,060.00	$ 949,222.20
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-4Y-USPP-	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-4Y-USPP-A	$ 1,636,588.00	$ 1,423,831.56
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-4Y-USPP-	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-4Y-USPP-	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-4Y-USPP-	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-4Y-USPP-	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-4Y-USPP-	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-4Y-USPP-	$ 9,546,768.00	$ 8,305,688.16
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-4Y-USPP-	##############	$ 9,492,215.04
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-5Y-USPP-A	$ 1,363,825.00	$ 1,186,527.75
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-5Y-USPP-	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-5Y-USPP-A	$ 2,045,735.00	$ 1,779,789.45
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-5Y-USPP-	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-5Y-USPP-	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-5Y-USPP-	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-5Y-USPP-	$ 8,523,900.00	$ 7,415,793.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-5Y-USPP-	##############	$ 8,898,951.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-5Y-USPP-	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-5Y-USPP-	##############	##############
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-1Y-PT2PP	$ 5,523.00	$ 4,805.01
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-1Y-PT2P	$ 5,949.00	$ 5,175.63
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-1Y-PT2PP	$ 6,060.00	$ 5,272.20
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-1Y-PT2P	$ 7,407.00	$ 6,444.09
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-1Y-PT2P	$ 11,110.00	$ 9,665.70
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-1Y-PT2P	$ 13,254.00	$ 11,530.98
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-1Y-PT2P	$ 15,739.00	$ 13,692.93
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-1Y-PT2P	$ 18,887.00	$ 16,431.69
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-1Y-PT2P	$ 22,035.00	$ 19,170.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-1Y-PT2P	$ 25,182.00	$ 21,908.34
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-1Y-PT2P	$ 28,330.00	$ 24,647.10
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-1Y-PT2P	$ 31,478.00	$ 27,385.86
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-1Y-PT2P	$ 34,626.00	$ 30,124.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-1Y-PT2P	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-1Y-PT2P	$ 40,921.00	$ 35,601.27
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-1Y-PT2P	$ 44,069.00	$ 38,340.03
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-1Y-PT2P	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-1Y-PT2P	$ 50,365.00	$ 43,817.55
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-2Y-PT2PP	$ 11,046.00	$ 9,610.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-2Y-PT2P	$ 11,898.00	$ 10,351.26
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-2Y-PT2PP	$ 12,120.00	$ 10,544.40
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-2Y-PT2P	$ 14,814.00	$ 12,888.18
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-2Y-PT2P	$ 22,220.00	$ 19,331.40
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-2Y-PT2P	$ 26,508.00	$ 23,061.96
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-2Y-PT2P	$ 31,478.00	$ 27,385.86

FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-2Y-PT2P	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-2Y-PT2P	$ 44,070.00	$ 38,340.90
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-2Y-PT2P	$ 50,364.00	$ 43,816.68
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-2Y-PT2P	$ 56,660.00	$ 49,294.20
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-2Y-PT2P	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-2Y-PT2P	$ 69,252.00	$ 60,249.24
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-2Y-PT2P	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-2Y-PT2P	$ 81,842.00	$ 71,202.54
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-2Y-PT2P	$ 88,138.00	$ 76,680.06
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-2Y-PT2P	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-2Y-PT2P	$ 100,730.00	$ 87,635.10
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-3Y-PT2PP	$ 16,569.00	$ 14,415.03
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-3Y-PT2P	$ 17,847.00	$ 15,526.89
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-3Y-PT2PP	$ 18,180.00	$ 15,816.60
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-3Y-PT2P	$ 22,221.00	$ 19,332.27
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-3Y-PT2P	$ 33,330.00	$ 28,997.10
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-3Y-PT2P	$ 39,762.00	$ 34,592.94
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-3Y-PT2P	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-3Y-PT2P	$ 56,661.00	$ 49,295.07
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-3Y-PT2P	$ 66,105.00	$ 57,511.35
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-3Y-PT2P	$ 75,546.00	$ 65,725.02
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-3Y-PT2P	$ 84,990.00	$ 73,941.30
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-3Y-PT2P	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-3Y-PT2P	$ 103,878.00	$ 90,373.86
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-3Y-PT2P	$ 113,322.00	$ 98,590.14
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-3Y-PT2P	$ 122,763.00	$ 106,803.81
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-3Y-PT2P	$ 132,207.00	$ 115,020.09
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-3Y-PT2P	$ 141,651.00	$ 123,236.37
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-3Y-PT2P	$ 151,095.00	$ 131,452.65
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-4Y-PT2PP	$ 22,092.00	$ 19,220.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-4Y-PT2P	$ 23,796.00	$ 20,702.52
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-4Y-PT2PP	$ 24,240.00	$ 21,088.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-4Y-PT2P	$ 29,628.00	$ 25,776.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-4Y-PT2P	$ 44,440.00	$ 38,662.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-4Y-PT2P	$ 53,016.00	$ 46,123.92
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-4Y-PT2P	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-4Y-PT2P	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-4Y-PT2P	$ 88,140.00	$ 76,681.80
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-4Y-PT2P	$ 100,728.00	$ 87,633.36
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-4Y-PT2P	$ 113,320.00	$ 98,588.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-4Y-PT2P	$ 125,912.00	$ 109,543.44
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-4Y-PT2P	$ 138,504.00	$ 120,498.48
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-4Y-PT2P	$ 151,096.00	$ 131,453.52
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-4Y-PT2P	$ 163,684.00	$ 142,405.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-4Y-PT2P	$ 176,276.00	$ 153,360.12
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-4Y-PT2P	$ 188,868.00	$ 164,315.16
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-4Y-PT2P	$ 201,460.00	$ 175,270.20
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-5Y-PT2PP	$ 27,615.00	$ 24,025.05
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-5Y-PT2P	$ 29,745.00	$ 25,878.15

FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-5Y-PT2PP	$ 30,300.00	$ 26,361.00
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-5Y-PT2P	$ 37,035.00	$ 32,220.45
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-5Y-PT2P	$ 55,550.00	$ 48,328.50
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-5Y-PT2P	$ 66,270.00	$ 57,654.90
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-5Y-PT2P	$ 78,695.00	$ 68,464.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-5Y-PT2P	$ 94,435.00	$ 82,158.45
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-5Y-PT2P	$ 110,175.00	$ 95,852.25
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-5Y-PT2P	$ 125,910.00	$ 109,541.70
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-5Y-PT2P	$ 141,650.00	$ 123,235.50
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-5Y-PT2P	$ 157,390.00	$ 136,929.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-5Y-PT2P	$ 173,130.00	$ 150,623.10
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-5Y-PT2P	$ 188,870.00	$ 164,316.90
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-5Y-PT2P	$ 204,605.00	$ 178,006.35
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-5Y-PT2P	$ 220,345.00	$ 191,700.15
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-5Y-PT2P	$ 236,085.00	$ 205,393.95
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-5Y-PT2P	$ 251,825.00	$ 219,087.75
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-1Y-PT2PPP	$ 11,632.00	$ 10,119.84
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-1Y-PT2P	$ 13,813.00	$ 12,017.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-1Y-PT2PPP	$ 15,731.00	$ 13,685.97
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-1Y-PT2PP	$ 23,798.00	$ 20,704.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-1Y-PT2PP	$ 35,697.00	$ 31,056.39
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-1Y-PT2PP	$ 47,597.00	$ 41,409.39
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-1Y-PT2PP	$ 59,496.00	$ 51,761.52
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-1Y-PT2PP	$ 71,395.00	$ 62,113.65
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-1Y-PT2PP	$ 83,294.00	$ 72,465.78
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-1Y-PT2PP	$ 95,193.00	$ 82,817.91
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-1Y-PT2PP	$ 107,092.00	$ 93,170.04
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-1Y-PT2PP	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-1Y-PT2PP	$ 130,891.00	$ 113,875.17
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-1Y-PT2PP	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-1Y-PT2PP	$ 154,689.00	$ 134,579.43
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-1Y-PT2PP	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-1Y-PT2PP	$ 178,487.00	$ 155,283.69
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-1Y-PT2PP	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-2Y-PT2PPP	$ 23,264.00	$ 20,239.68
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-2Y-PT2P	$ 27,626.00	$ 24,034.62
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-2Y-PT2PPP	$ 31,462.00	$ 27,371.94
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-2Y-PT2PP	$ 47,596.00	$ 41,408.52
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-2Y-PT2PP	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-2Y-PT2PP	$ 95,194.00	$ 82,818.78
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-2Y-PT2PP	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-2Y-PT2PP	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-2Y-PT2PP	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-2Y-PT2PP	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-2Y-PT2PP	$ 214,184.00	$ 186,340.08
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-2Y-PT2PP	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-2Y-PT2PP	$ 261,782.00	$ 227,750.34
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-2Y-PT2PP	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-2Y-PT2PP	$ 309,378.00	$ 269,158.86

FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-2Y-PT2PP	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-2Y-PT2PP	$ 356,974.00	$ 310,567.38
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-2Y-PT2PP	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-3Y-PT2PPP	$ 34,896.00	$ 30,359.52
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-3Y-PT2P	$ 41,439.00	$ 36,051.93
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-3Y-PT2PPP	$ 47,193.00	$ 41,057.91
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-3Y-PT2PP	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-3Y-PT2PP	$ 107,091.00	$ 93,169.17
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-3Y-PT2PP	$ 142,791.00	$ 124,228.17
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-3Y-PT2PP	$ 178,488.00	$ 155,284.56
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-3Y-PT2PP	$ 214,185.00	$ 186,340.95
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-3Y-PT2PP	$ 249,882.00	$ 217,397.34
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-3Y-PT2PP	$ 285,579.00	$ 248,453.73
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-3Y-PT2PP	$ 321,276.00	$ 279,510.12
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-3Y-PT2PP	$ 356,976.00	$ 310,569.12
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-3Y-PT2PP	$ 392,673.00	$ 341,625.51
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-3Y-PT2PP	$ 428,370.00	$ 372,681.90
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-3Y-PT2PP	$ 464,067.00	$ 403,738.29
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-3Y-PT2PP	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-3Y-PT2PP	$ 535,461.00	$ 465,851.07
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-3Y-PT2PP	$ 571,158.00	$ 496,907.46
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-4Y-PT2PPP	$ 46,528.00	$ 40,479.36
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-4Y-PT2P	$ 55,252.00	$ 48,069.24
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-4Y-PT2PPP	$ 62,924.00	$ 54,743.88
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-4Y-PT2PP	$ 95,192.00	$ 82,817.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-4Y-PT2PP	$ 142,788.00	$ 124,225.56
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-4Y-PT2PP	$ 190,388.00	$ 165,637.56
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-4Y-PT2PP	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-4Y-PT2PP	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-4Y-PT2PP	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-4Y-PT2PP	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-4Y-PT2PP	$ 428,368.00	$ 372,680.16
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-4Y-PT2PP	$ 475,968.00	$ 414,092.16
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-4Y-PT2PP	$ 523,564.00	$ 455,500.68
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-4Y-PT2PP	$ 571,160.00	$ 496,909.20
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-4Y-PT2PP	$ 618,756.00	$ 538,317.72
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-4Y-PT2PP	$ 666,352.00	$ 579,726.24
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-4Y-PT2PP	$ 713,948.00	$ 621,134.76
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-4Y-PT2PP	$ 761,544.00	$ 662,543.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-5Y-PT2PPP	$ 58,160.00	$ 50,599.20
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-5Y-PT2P	$ 69,065.00	$ 60,086.55
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-5Y-PT2PPP	$ 78,655.00	$ 68,429.85
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-5Y-PT2PP	$ 118,990.00	$ 103,521.30
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-5Y-PT2PP	$ 178,485.00	$ 155,281.95
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-5Y-PT2PP	$ 237,985.00	$ 207,046.95
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-5Y-PT2PP	$ 297,480.00	$ 258,807.60
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-5Y-PT2PP	$ 356,975.00	$ 310,568.25
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-5Y-PT2PP	$ 416,470.00	$ 362,328.90
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-5Y-PT2PP	$ 475,965.00	$ 414,089.55

FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-5Y-PT2PP	$ 535,460.00	$ 465,850.20
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-5Y-PT2PP	$ 594,960.00	$ 517,615.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-5Y-PT2PP	$ 654,455.00	$ 569,375.85
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-5Y-PT2PP	$ 713,950.00	$ 621,136.50
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-5Y-PT2PP	$ 773,445.00	$ 672,897.15
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-5Y-PT2PP	$ 832,940.00	$ 724,657.80
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-5Y-PT2PP	$ 892,435.00	$ 776,418.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-5Y-PT2PP	$ 951,930.00	$ 828,179.10
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-1Y-PT2PPP	$ 24,621.00	$ 21,420.27
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-1Y-PT2P	$ 30,049.00	$ 26,142.63
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-1Y-PT2PPP	$ 35,214.00	$ 30,636.18
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-1Y-PT2PP	$ 56,270.00	$ 48,954.90
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-1Y-PT2PP	$ 84,405.00	$ 73,432.35
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-1Y-PT2PP	$ 112,541.00	$ 97,910.67
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-1Y-PT2PP	$ 140,676.00	$ 122,388.12
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-1Y-PT2PP	$ 168,811.00	$ 146,865.57
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-1Y-PT2PP	$ 196,946.00	$ 171,343.02
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-1Y-PT2PP	$ 225,081.00	$ 195,820.47
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-2Y-PT2PPP	$ 49,242.00	$ 42,840.54
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-2Y-PT2P	$ 60,098.00	$ 52,285.26
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-2Y-PT2PPP	$ 70,428.00	$ 61,272.36
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-2Y-PT2PP	$ 112,540.00	$ 97,909.80
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-2Y-PT2PP	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-2Y-PT2PP	$ 225,082.00	$ 195,821.34
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-2Y-PT2PP	$ 281,352.00	$ 244,776.24
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-2Y-PT2PP	$ 337,622.00	$ 293,731.14
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-2Y-PT2PP	$ 393,892.00	$ 342,686.04
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-2Y-PT2PP	$ 450,162.00	$ 391,640.94
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-3Y-PT2PPP	$ 73,863.00	$ 64,260.81
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-3Y-PT2P	$ 90,147.00	$ 78,427.89
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-3Y-PT2PPP	$ 105,642.00	$ 91,908.54
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-3Y-PT2PP	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-3Y-PT2PP	$ 253,215.00	$ 220,297.05
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-3Y-PT2PP	$ 337,623.00	$ 293,732.01
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-3Y-PT2PP	$ 422,028.00	$ 367,164.36
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-3Y-PT2PP	$ 506,433.00	$ 440,596.71
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-3Y-PT2PP	$ 590,838.00	$ 514,029.06
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-3Y-PT2PP	$ 675,243.00	$ 587,461.41
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-4Y-PT2PPP	$ 98,484.00	$ 85,681.08
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-4Y-PT2P	$ 120,196.00	$ 104,570.52
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-4Y-PT2PPP	$ 140,856.00	$ 122,544.72
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-4Y-PT2PP	$ 225,080.00	$ 195,819.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-4Y-PT2PP	$ 337,620.00	$ 293,729.40
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-4Y-PT2PP	$ 450,164.00	$ 391,642.68
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-4Y-PT2PP	$ 562,704.00	$ 489,552.48
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-4Y-PT2PP	$ 675,244.00	$ 587,462.28
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-4Y-PT2PP	$ 787,784.00	$ 685,372.08
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-4Y-PT2PP	$ 900,324.00	$ 783,281.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-5Y-PT2PPP	$ 123,105.00	$ 107,101.35

FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-5Y-PT2P	$ 150,245.00	$ 130,713.15
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-5Y-PT2PPP	$ 176,070.00	$ 153,180.90
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-5Y-PT2PP	$ 281,350.00	$ 244,774.50
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-5Y-PT2PP	$ 422,025.00	$ 367,161.75
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-5Y-PT2PP	$ 562,705.00	$ 489,553.35
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-5Y-PT2PP	$ 703,380.00	$ 611,940.60
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-5Y-PT2PP	$ 844,055.00	$ 734,327.85
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-5Y-PT2PP	$ 984,730.00	$ 856,715.10
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-5Y-PT2PP	$ 1,125,405.00	$ 979,102.35
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-1Y-USG2U	$ 5,523.00	$ 4,805.01
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-1Y-USG2	$ 5,949.00	$ 5,175.63
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-1Y-USG2U	$ 6,060.00	$ 5,272.20
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-1Y-USG2	$ 7,407.00	$ 6,444.09
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-1Y-USG2	$ 11,110.00	$ 9,665.70
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-1Y-USG2	$ 13,254.00	$ 11,530.98
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-1Y-USG2	$ 15,739.00	$ 13,692.93
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-1Y-USG2	$ 18,887.00	$ 16,431.69
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-1Y-USG2	$ 22,035.00	$ 19,170.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-1Y-USG2	$ 25,182.00	$ 21,908.34
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-1Y-USG2	$ 28,330.00	$ 24,647.10
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-1Y-USG2	$ 31,478.00	$ 27,385.86
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-1Y-USG2	$ 34,626.00	$ 30,124.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-1Y-USG2	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-1Y-USG2	$ 40,921.00	$ 35,601.27
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-1Y-USG2	$ 44,069.00	$ 38,340.03
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-1Y-USG2	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-1Y-USG2	$ 50,365.00	$ 43,817.55
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-2Y-USG2U	$ 11,046.00	$ 9,610.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-2Y-USG2	$ 11,898.00	$ 10,351.26
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-2Y-USG2U	$ 12,120.00	$ 10,544.40
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-2Y-USG2	$ 14,814.00	$ 12,888.18
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-2Y-USG2	$ 22,220.00	$ 19,331.40
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-2Y-USG2	$ 26,508.00	$ 23,061.96
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-2Y-USG2	$ 31,478.00	$ 27,385.86
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-2Y-USG2	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-2Y-USG2	$ 44,070.00	$ 38,340.90
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-2Y-USG2	$ 50,364.00	$ 43,816.68
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-2Y-USG2	$ 56,660.00	$ 49,294.20
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-2Y-USG2	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-2Y-USG2	$ 69,252.00	$ 60,249.24
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-2Y-USG2	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-2Y-USG2	$ 81,842.00	$ 71,202.54
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-2Y-USG2	$ 88,138.00	$ 76,680.06
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-2Y-USG2	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-2Y-USG2	$ 100,730.00	$ 87,635.10
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-3Y-USG2U	$ 16,569.00	$ 14,415.03
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-3Y-USG2	$ 17,847.00	$ 15,526.89
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-3Y-USG2U	$ 18,180.00	$ 15,816.60
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-3Y-USG2	$ 22,221.00	$ 19,332.27

FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-3Y-USG2	$ 33,330.00	$ 28,997.10
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-3Y-USG2	$ 39,762.00	$ 34,592.94
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-3Y-USG2	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-3Y-USG2	$ 56,661.00	$ 49,295.07
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-3Y-USG2	$ 66,105.00	$ 57,511.35
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-3Y-USG2	$ 75,546.00	$ 65,725.02
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-3Y-USG2	$ 84,990.00	$ 73,941.30
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-3Y-USG2	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-3Y-USG2	$ 103,878.00	$ 90,373.86
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-3Y-USG2	$ 113,322.00	$ 98,590.14
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-3Y-USG2	$ 122,763.00	$ 106,803.81
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-3Y-USG2	$ 132,207.00	$ 115,020.09
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-3Y-USG2	$ 141,651.00	$ 123,236.37
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-3Y-USG2	$ 151,095.00	$ 131,452.65
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-4Y-USG2U	$ 22,092.00	$ 19,220.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-4Y-USG2	$ 23,796.00	$ 20,702.52
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-4Y-USG2U	$ 24,240.00	$ 21,088.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-4Y-USG2	$ 29,628.00	$ 25,776.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-4Y-USG2	$ 44,440.00	$ 38,662.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-4Y-USG2	$ 53,016.00	$ 46,123.92
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-4Y-USG2	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-4Y-USG2	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-4Y-USG2	$ 88,140.00	$ 76,681.80
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-4Y-USG2	$ 100,728.00	$ 87,633.36
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-4Y-USG2	$ 113,320.00	$ 98,588.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-4Y-USG2	$ 125,912.00	$ 109,543.44
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-4Y-USG2	$ 138,504.00	$ 120,498.48
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-4Y-USG2	$ 151,096.00	$ 131,453.52
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-4Y-USG2	$ 163,684.00	$ 142,405.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-4Y-USG2	$ 176,276.00	$ 153,360.12
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-4Y-USG2	$ 188,868.00	$ 164,315.16
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-4Y-USG2	$ 201,460.00	$ 175,270.20
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-5Y-USG2U	$ 27,615.00	$ 24,025.05
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-5Y-USG2	$ 29,745.00	$ 25,878.15
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-5Y-USG2U	$ 30,300.00	$ 26,361.00
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-5Y-USG2	$ 37,035.00	$ 32,220.45
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-5Y-USG2	$ 55,550.00	$ 48,328.50
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-5Y-USG2	$ 66,270.00	$ 57,654.90
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-5Y-USG2	$ 78,695.00	$ 68,464.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-5Y-USG2	$ 94,435.00	$ 82,158.45
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-5Y-USG2	$ 110,175.00	$ 95,852.25
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-5Y-USG2	$ 125,910.00	$ 109,541.70
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-5Y-USG2	$ 141,650.00	$ 123,235.50
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-5Y-USG2	$ 157,390.00	$ 136,929.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-5Y-USG2	$ 173,130.00	$ 150,623.10
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-5Y-USG2	$ 188,870.00	$ 164,316.90
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-5Y-USG2	$ 204,605.00	$ 178,006.35
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-5Y-USG2	$ 220,345.00	$ 191,700.15
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-5Y-USG2	$ 236,085.00	$ 205,393.95

FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-5Y-USG2	$ 251,825.00	$ 219,087.75
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-1Y-USG2U	$ 11,632.00	$ 10,119.84
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-1Y-USG2	$ 13,813.00	$ 12,017.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-1Y-USG2U	$ 15,731.00	$ 13,685.97
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-1Y-USG2	$ 23,798.00	$ 20,704.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-1Y-USG2	$ 35,697.00	$ 31,056.39
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-1Y-USG2	$ 47,597.00	$ 41,409.39
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-1Y-USG2	$ 59,496.00	$ 51,761.52
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-1Y-USG2	$ 71,395.00	$ 62,113.65
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-1Y-USG2	$ 83,294.00	$ 72,465.78
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-1Y-USG2	$ 95,193.00	$ 82,817.91
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-1Y-USG2	$ 107,092.00	$ 93,170.04
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-1Y-USG2	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-1Y-USG2	$ 130,891.00	$ 113,875.17
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-1Y-USG2	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-1Y-USG2	$ 154,689.00	$ 134,579.43
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-1Y-USG2	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-1Y-USG2	$ 178,487.00	$ 155,283.69
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-1Y-USG2	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-2Y-USG2U	$ 23,264.00	$ 20,239.68
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-2Y-USG2	$ 27,626.00	$ 24,034.62
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-2Y-USG2U	$ 31,462.00	$ 27,371.94
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-2Y-USG2	$ 47,596.00	$ 41,408.52
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-2Y-USG2	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-2Y-USG2	$ 95,194.00	$ 82,818.78
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-2Y-USG2	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-2Y-USG2	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-2Y-USG2	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-2Y-USG2	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-2Y-USG2	$ 214,184.00	$ 186,340.08
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-2Y-USG2	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-2Y-USG2	$ 261,782.00	$ 227,750.34
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-2Y-USG2	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-2Y-USG2	$ 309,378.00	$ 269,158.86
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-2Y-USG2	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-2Y-USG2	$ 356,974.00	$ 310,567.38
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-2Y-USG2	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-3Y-USG2U	$ 34,896.00	$ 30,359.52
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-3Y-USG2	$ 41,439.00	$ 36,051.93
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-3Y-USG2U	$ 47,193.00	$ 41,057.91
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-3Y-USG2	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-3Y-USG2	$ 107,091.00	$ 93,169.17
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-3Y-USG2	$ 142,791.00	$ 124,228.17
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-3Y-USG2	$ 178,488.00	$ 155,284.56
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-3Y-USG2	$ 214,185.00	$ 186,340.95
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-3Y-USG2	$ 249,882.00	$ 217,397.34
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-3Y-USG2	$ 285,579.00	$ 248,453.73
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-3Y-USG2	$ 321,276.00	$ 279,510.12
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-3Y-USG2	$ 356,976.00	$ 310,569.12

FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-3Y-USG2	$ 392,673.00	$ 341,625.51
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-3Y-USG2	$ 428,370.00	$ 372,681.90
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-3Y-USG2	$ 464,067.00	$ 403,738.29
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-3Y-USG2	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-3Y-USG2	$ 535,461.00	$ 465,851.07
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-3Y-USG2	$ 571,158.00	$ 496,907.46
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-4Y-USG2U	$ 46,528.00	$ 40,479.36
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-4Y-USG2	$ 55,252.00	$ 48,069.24
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-4Y-USG2U	$ 62,924.00	$ 54,743.88
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-4Y-USG2	$ 95,192.00	$ 82,817.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-4Y-USG2	$ 142,788.00	$ 124,225.56
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-4Y-USG2	$ 190,388.00	$ 165,637.56
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-4Y-USG2	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-4Y-USG2	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-4Y-USG2	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-4Y-USG2	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-4Y-USG2	$ 428,368.00	$ 372,680.16
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-4Y-USG2	$ 475,968.00	$ 414,092.16
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-4Y-USG2	$ 523,564.00	$ 455,500.68
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-4Y-USG2	$ 571,160.00	$ 496,909.20
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-4Y-USG2	$ 618,756.00	$ 538,317.72
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-4Y-USG2	$ 666,352.00	$ 579,726.24
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-4Y-USG2	$ 713,948.00	$ 621,134.76
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-4Y-USG2	$ 761,544.00	$ 662,543.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-5Y-USG2U	$ 58,160.00	$ 50,599.20
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-5Y-USG2	$ 69,065.00	$ 60,086.55
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-5Y-USG2U	$ 78,655.00	$ 68,429.85
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-5Y-USG2	$ 118,990.00	$ 103,521.30
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-5Y-USG2	$ 178,485.00	$ 155,281.95
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-5Y-USG2	$ 237,985.00	$ 207,046.95
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-5Y-USG2	$ 297,480.00	$ 258,807.60
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-5Y-USG2	$ 356,975.00	$ 310,568.25
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-5Y-USG2	$ 416,470.00	$ 362,328.90
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-5Y-USG2	$ 475,965.00	$ 414,089.55
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-5Y-USG2	$ 535,460.00	$ 465,850.20
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-5Y-USG2	$ 594,960.00	$ 517,615.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-5Y-USG2	$ 654,455.00	$ 569,375.85
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-5Y-USG2	$ 713,950.00	$ 621,136.50
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-5Y-USG2	$ 773,445.00	$ 672,897.15
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-5Y-USG2	$ 832,940.00	$ 724,657.80
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-5Y-USG2	$ 892,435.00	$ 776,418.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-5Y-USG2	$ 951,930.00	$ 828,179.10
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-1Y-USG2U	$ 24,621.00	$ 21,420.27
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-1Y-USG2	$ 30,049.00	$ 26,142.63
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-1Y-USG2U	$ 35,214.00	$ 30,636.18
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-1Y-USG2U	$ 56,270.00	$ 48,954.90
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-1Y-USG2U	$ 84,405.00	$ 73,432.35
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-1Y-USG2U	$ 112,541.00	$ 97,910.67
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-1Y-USG2U	$ 140,676.00	$ 122,388.12

FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-1Y-USG2U	$ 168,811.00	$ 146,865.57
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-1Y-USG2U	$ 196,946.00	$ 171,343.02
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-1Y-USG2U	$ 225,081.00	$ 195,820.47
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-2Y-USG2US	$ 49,242.00	$ 42,840.54
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-2Y-USG2	$ 60,098.00	$ 52,285.26
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-2Y-USG2US	$ 70,428.00	$ 61,272.36
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-2Y-USG2U	$ 112,540.00	$ 97,909.80
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-2Y-USG2U	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-2Y-USG2U	$ 225,082.00	$ 195,821.34
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-2Y-USG2U	$ 281,352.00	$ 244,776.24
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-2Y-USG2U	$ 337,622.00	$ 293,731.14
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-2Y-USG2U	$ 393,892.00	$ 342,686.04
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-2Y-USG2U	$ 450,162.00	$ 391,640.94
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-3Y-USG2US	$ 73,863.00	$ 64,260.81
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-3Y-USG2	$ 90,147.00	$ 78,427.89
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-3Y-USG2US	$ 105,642.00	$ 91,908.54
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-3Y-USG2U	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-3Y-USG2U	$ 253,215.00	$ 220,297.05
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-3Y-USG2U	$ 337,623.00	$ 293,732.01
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-3Y-USG2U	$ 422,028.00	$ 367,164.36
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-3Y-USG2U	$ 506,433.00	$ 440,596.71
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-3Y-USG2U	$ 590,838.00	$ 514,029.06
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-3Y-USG2U	$ 675,243.00	$ 587,461.41
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-4Y-USG2US	$ 98,484.00	$ 85,681.08
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-4Y-USG2	$ 120,196.00	$ 104,570.52
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-4Y-USG2US	$ 140,856.00	$ 122,544.72
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-4Y-USG2U	$ 225,080.00	$ 195,819.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-4Y-USG2U	$ 337,620.00	$ 293,729.40
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-4Y-USG2U	$ 450,164.00	$ 391,642.68
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-4Y-USG2U	$ 562,704.00	$ 489,552.48
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-4Y-USG2U	$ 675,244.00	$ 587,462.28
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-4Y-USG2U	$ 787,784.00	$ 685,372.08
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-4Y-USG2U	$ 900,324.00	$ 783,281.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-5Y-USG2US	$ 123,105.00	$ 107,101.35
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-5Y-USG2	$ 150,245.00	$ 130,713.15
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-5Y-USG2US	$ 176,070.00	$ 153,180.90
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-5Y-USG2U	$ 281,350.00	$ 244,774.50
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-5Y-USG2U	$ 422,025.00	$ 367,161.75
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-5Y-USG2U	$ 562,705.00	$ 489,553.35
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-5Y-USG2U	$ 703,380.00	$ 611,940.60
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-5Y-USG2U	$ 844,055.00	$ 734,327.85
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-5Y-USG2U	$ 984,730.00	$ 856,715.10
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-5Y-USG2U	$ 1,125,405.00	$ 979,102.35
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 500-999	RN-MC-MSMC-000999-1Y	$ 52.00	$ 45.24
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 500-999	RN-MC-MSMC-000999-2Y	$ 104.00	$ 90.48
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 500-999	RN-MC-MSMC-000999-3Y	$ 140.40	$ 122.15
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 500-999	RN-MC-MSMC-000999-4Y	$ 187.20	$ 162.86
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 1000-1999	RN-MC-MSMC-001999-1Y	$ 43.00	$ 37.41
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 1000-1999	RN-MC-MSMC-001999-2Y	$ 86.00	$ 74.82

FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 1000-1999	RN-MC-MSMC-001999-3Y	$ 116.10	$ 101.01
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 1000-1999	RN-MC-MSMC-001999-4Y	$ 154.80	$ 134.68
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 2000-4999	RN-MC-MSMC-004999-1Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 2000-4999	RN-MC-MSMC-004999-2Y	$ 72.00	$ 62.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 2000-4999	RN-MC-MSMC-004999-3Y	$ 97.20	$ 84.56
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 2000-4999	RN-MC-MSMC-004999-4Y	$ 129.60	$ 112.75
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 5000-9999	RN-MC-MSMC-009999-1Y	$ 30.00	$ 26.10
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 5000-9999	RN-MC-MSMC-009999-2Y	$ 60.00	$ 52.20
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 5000-9999	RN-MC-MSMC-009999-3Y	$ 81.00	$ 70.47
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 5000-9999	RN-MC-MSMC-009999-4Y	$ 108.00	$ 93.96
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 10000-19999	RN-MC-MSMC-019999-1Y	$ 25.00	$ 21.75
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 10000-19999	RN-MC-MSMC-019999-2Y	$ 50.00	$ 43.50
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 10000-19999	RN-MC-MSMC-019999-3Y	$ 67.50	$ 58.73
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 10000-19999	RN-MC-MSMC-019999-4Y	$ 90.00	$ 78.30
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 20000-49999	RN-MC-MSMC-049999-1Y	$ 21.00	$ 18.27
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 20000-49999	RN-MC-MSMC-049999-2Y	$ 42.00	$ 36.54
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 20000-49999	RN-MC-MSMC-049999-3Y	$ 56.70	$ 49.33
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 20000-49999	RN-MC-MSMC-049999-4Y	$ 75.60	$ 65.77
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 50000-74999	RN-MC-MSMC-074999-1Y	$ 17.00	$ 14.79
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 50000-74999	RN-MC-MSMC-074999-2Y	$ 34.00	$ 29.58
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 50000-74999	RN-MC-MSMC-074999-3Y	$ 45.90	$ 39.93
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 50000-74999	RN-MC-MSMC-074999-4Y	$ 61.20	$ 53.24
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 75000-99999	RN-MC-MSMC-099999-1Y	$ 14.00	$ 12.18
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 75000-99999	RN-MC-MSMC-099999-2Y	$ 28.00	$ 24.36
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 75000-99999	RN-MC-MSMC-099999-3Y	$ 37.80	$ 32.89
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 75000-99999	RN-MC-MSMC-099999-4Y	$ 50.40	$ 43.85
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100000+	RN-MC-MSMC-100000+1Y	$ 12.00	$ 10.44
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100000+	RN-MC-MSMC-100000+2Y	$ 24.00	$ 20.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100000+	RN-MC-MSMC-100000+3Y	$ 32.40	$ 28.19
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100000+	RN-MC-MSMC-100000+4Y	$ 43.20	$ 37.58
FireEye	MX 900 Appliance Cold Standby- Mobile Threat Prevention - Mobile Security Management	900MX-HWCOLDSB	$ 7,995.00	$ 6,955.65
FireEye	MX 8400 Appliance/Server Cold Standby- Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	8400MX-HWCOLDSB	$ 64,995.00	$ 56,545.65
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - Platinum-PROMOTION	TAP-1KEPS-SS-3M-P	$ -	$ -
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - Plat Prio Plus-PROMOTION	TAP-1KEPS-SS-3M-PPP	$ -	$ -
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - GovUS-PROMOTION	TAP-1KEPS-SS-3M-US	$ -	$ -
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - GovUS Prio Plus-PROMOTION	TAP-1KEPS-SS-3M-USPP	$ -	$ -
Google	Google Apps for Business: 12 month license/support term; 1 seat;	GAPPS-PREM-1USER-12MO	$ 50.00	$ 48.87
Google	Google Apps for Business Upgrade: 1 month license/support term; 1 seat;	GAPPS-PREM-UPG-1USER-1M	$ 4.17	$ 4.08
Google	Google Apps Vault: 12 month license/support term; 1 seat;	GAPPS-VAULT-1USER-12MO	$ 50.00	$ 48.87
Google	Google Apps Vault Upgrade: 1 month license/support term; 1 seat;	GAPPS-VAULT-UPG-1USER-1	$ 4.17	$ 4.08
Google	Google Apps Unlimited: 12 month license/support term; 1 seat;	GAPPS-UNLIM-1-USER-12-M	$ 120.00	$ 117.28
Google	Google Apps Unlimited Upgrade: 1 month license/support term; 1 seat;	GAPPS-UNLIM-1-USER-1-MO	$ 10.00	$ 9.77
Google	Google Apps Message Encryption: 12 month license/support term; 1 seat;	GAPPS-ME-WITHCOMPOSE-1	$ 35.00	$ 34.21
Google	Google Apps Message Encryption Upgrade: 1 month license/support term; 1 seat;	GAPPS-ME-CUSTPRTL-1USER	$ 2.92	$ 2.85
QTS	SOC Reports type II Bundle - Gold NRR	10800100011-000	$ 500.00	$ 488.66
QTS	SOC Reports type II Bundle - Gold MRR	10811100011-000	$ 340.00	$ 332.29
QTS	Security Engineer T&M MRC MRR	10811100016-000	$ 170.00	$ 166.15
QTS	Licensing Services Early Term Fee NRR	11200100003-000	$ 1,010.00	$ 987.10
QTS	Licensing Service Cancellation Fee NRR	11200100004-000	$ 10,100.00	$ 9,871.03

QTS	NetBackup for SQL Server - Tier 1: Single Processor One Time Charge NRR	11200NET00013-000	$ 1,618.75	$ 1,582.05
QTS	Connectivity: MetroConnect Protected 10 Gbps NRR	11400000041-RIC	$ 10,000.00	$ 9,773.30
QTS	Connectivity: IP Bandwith Copper - Setup Fee NRR	11400100001-000	$ 500.00	$ 488.66
QTS	Connectivity: IP Bandwith Fiber - Setup Fee NRR	11400100002-000	$ 1,000.00	$ 977.33
QTS	Connectivity: Copper Cross Connect NRR	11400100003-000	$ 500.00	$ 488.66
QTS	Connectivity: T1 NRR	11400100003-0T1	$ 100.00	$ 97.73
QTS	Connectivity: AT&T Copper Cross Connect NRR	11400100003-ATT	$ 500.00	$ 488.66
QTS	Connectivity: Verizon Business Copper Cross Connect NRR	11400100003-VZB	$ 500.00	$ 488.66
QTS	Connectivity: Verizon Copper Cross Connect NRR	11400100003-VZN	$ 500.00	$ 488.66
QTS	Connectivity: Copper Cross Connect (Home Run) NRR	11400100004-000	$ 2,000.00	$ 1,954.66
QTS	Connectivity: Fiber Cross Connect NRR	11400100005-000	$ 1,000.00	$ 977.33
QTS	Connectivity: AT&T Fiber Cross Connect NRR	11400100005-ATT	$ 1,000.00	$ 977.33
QTS	Connectivity: Verizon Business Fiber Cross Connect NRR	11400100005-VZB	$ 1,000.00	$ 977.33
QTS	Connectivity: Verizon Fiber Cross Connect NRR	11400100005-VZN	$ 1,000.00	$ 977.33
QTS	Connectivity: Fiber Cross Connect (Home Run) NRR	11400100006-000	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Standard 1 Gbps NRR	11400100027-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Standard 1 Gbps NRR	11400100027-RIC	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Standard 10 Gbps NRR	11400100028-ATL	$ 5,000.00	$ 4,886.65
QTS	Connectivity: MetroConnect Standard 10 Gbps NRR	11400100028-RIC	$ 10,000.00	$ 9,773.30
QTS	Connectivity: MetroConnect Standard 100 Mbps NRR	11400100034-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: POTS NRR	11400100035-000	$ 100.00	$ 97.73
QTS	Connectivity: MetroConnect Protected 100 Mbps NRR	11400100039-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Protected 1 Gbps NRR	11400100040-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Protected 1 Gbps NRR	11400100040-RIC	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Protected 10 Gbps NRR	11400100041-ATL	$ 5,000.00	$ 4,886.65
QTS	Connectivity: Data Center Connect 10MB - Atlanta NRR	11400100045-ATL	$ 300.00	$ 293.20
QTS	Connectivity: Data Center Connect 10MB - Richmond NRR	11400100053-RIC	$ 300.00	$ 293.20
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Atlanta NRR	11400100058-ATL	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Richmond NRR	11400100060-RIC	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Atlanta NRR	11400100064-ATL	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Richmond NRR	11400100066-RIC	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Atlanta NRR	11400100070-ATL	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Richmond NRR	11400100072-RIC	$ 100.00	$ 97.73
QTS	Connectivity: AT&T Coax Cross Connect NRR	11400100073-ATT	$ 1,000.00	$ 977.33
QTS	Connectivity: Verizon Coax Cross Connect NRR	11400100074-VZN	$ 1,000.00	$ 977.33
QTS	Connectivity: Coax Cross Connect NRR	11400100075-000	$ 1,000.00	$ 977.33
QTS	Connectivity: Copper Cross Connect MRR	11411100021-000	$ 150.00	$ 146.60
QTS	Connectivity: T1 MRR	11411100021-0T1	$ 25.00	$ 24.43
QTS	Connectivity: AT&T Copper Cross Connect MRR	11411100021-ATT	$ 200.00	$ 195.47
QTS	Connectivity: Verizon Business Copper Cross Connect MRR	11411100021-VZB	$ 200.00	$ 195.47
QTS	Connectivity: Verizon Copper Cross Connect MRR	11411100021-VZN	$ 200.00	$ 195.47
QTS	Connectivity: Copper Cross Connect (Home Run) MRR	11411100022-000	$ 5,800.00	$ 5,668.51
QTS	Connectivity: Fiber Cross Connect MRR	11411100023-000	$ 300.00	$ 293.20
QTS	Connectivity: AT&T Fiber Cross Connect MRR	11411100023-ATT	$ 350.00	$ 342.07
QTS	Connectivity: Verizon Business Fiber Cross Connect MRR	11411100023-VNB	$ 350.00	$ 342.07
QTS	Connectivity: Verizon Fiber Cross Connect MRR	11411100023-VZN	$ 350.00	$ 342.07
QTS	Connectivity: Fiber Cross Connect (Home Run) MRR	11411100024-000	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Standard 1 Gbps MRR	11411100027-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Standard 1 Gbps MRR	11411100027-RIC	$ 4,500.00	$ 4,397.98

QTS	Connectivity: MetroConnect Standard 10 Gbps MRR	11411100028-ATL	$ 5,000.00	$ 4,886.65
QTS	Connectivity: MetroConnect Standard 10 Gbps MRR	11411100028-RIC	$ 8,500.00	$ 8,307.30
QTS	IP Bandwidth - 1 Gbps port - (1-4 Mbps Commit) MRR	11411100032-G04	$ 100.00	$ 97.73
QTS	IP Bandwidth - 1 Gbps port - (5-9 Mbps Commit) MRR	11411100032-G09	$ 75.00	$ 73.30
QTS	IP Bandwidth - 1 Gbps port - (10-19 Mbps Commit) MRR	11411100032-G19	$ 60.00	$ 58.64
QTS	IP Bandwidth - 1 Gbps port - (500-1000 Mbps Commit) MRR	11411100032-G1G	$ 8.00	$ 7.82
QTS	IP Bandwidth - 1 Gbps port - (100-199 Mbps Commit) MRR	11411100032-G1H	$ 30.00	$ 29.32
QTS	IP Bandwidth - 1 Gbps port - (200-299 Mbps Commit) MRR	11411100032-G2H	$ 25.00	$ 24.43
QTS	IP Bandwidth - 1 Gbps port - (300-399 Mbps Commit) MRR	11411100032-G3H	$ 20.00	$ 19.55
QTS	Space Services - Cage NRR	10000100001-000	$ 48.00	$ 46.91
QTS	Space Services - Cabinet NRR	10000100004-000	$ 975.00	$ 952.90
QTS	Space: Cubicle Space NRR	10000100006-000	$ 100.00	$ 97.73
QTS	Space: Customer Provided Rack Install - One Time Fee NRR	10000100027-000	$ 250.00	$ 244.33
QTS	Space: Rack - (4 Post) NRR	10000100030-000	$ 80.00	$ 78.19
QTS	Space: Rack - (2 Post) NRR	10000100033-000	$ 80.00	$ 78.19
QTS	Space Services: High Density Cabinet 8 kW NRR	10000100056-000	$ 1,500.00	$ 1,465.99
QTS	Space Services: High Density Cabinet 16 kW NRR	10000100057-000	$ 3,600.00	$ 3,518.39
QTS	Space Services: High Density Cage 24 kW NRR	10000100058-000	$ 160.00	$ 156.37
QTS	Space Services: High Density Cage 36 kW + NRR	10000100059-000	$ 160.00	$ 156.37
QTS	Space Services: 3300 sq. ft. Suite - Richmond NRR	10000100066-RIC	$ 80,000.00	$ 78,186.40
QTS	Space Services: 3300 sq. ft. Suite - Metro NRR	10000100067-ATL	$ 80,000.00	$ 78,186.40
QTS	Space Services: 3300 sq. ft. Suite - Suwanee NRR	10000100068-SUW	$ 80,000.00	$ 78,186.40
QTS	Space Services: 3300 sq. ft. Suite - Dallas NRR	10000100069-DFW	$ 80,000.00	$ 78,186.40
QTS	Space Services - Cage MRR	10011100001-000	$ 22.00	$ 21.50
QTS	Space Services - Cabinet MRR	10011100004-000	$ 635.00	$ 620.60
QTS	Space Services - Suite MRR	10011100008-000	$ 30.00	$ 29.32
QTS	Space: Rack - (4 Post) MRR	10011100030-000	$ 40.00	$ 39.09
QTS	Space: Rack - (2 Post) MRR	10011100033-000	$ 40.00	$ 39.09
QTS	Space Services: High Density Cabinet 8 kW MRR	10011100056-000	$ 1,150.00	$ 1,123.93
QTS	Space Services: High Density Cabinet 16 kW MRR	10011100057-000	$ 2,150.00	$ 2,101.26
QTS	Space Services: High Density Cage 24 kW MRR	10011100058-000	$ 40.00	$ 39.09
QTS	Space Services: High Density Cage 36 kW + MRR	10011100059-000	$ 70.00	$ 68.41
QTS	Power 120V 20Amp Primary NRR	10200100001-000	$ 600.00	$ 586.40
QTS	Power 120V 20Amp Primary NRR	10200100001-NYC	$ 1,560.00	$ 1,524.63
QTS	Power 120V 20Amp Redundant NRR	10200100002-000	$ 600.00	$ 586.40
QTS	IP Bandwidth - 1 Gbps port - (20-49 Mbps Commit) MRR	11411100032-G49	$ 50.00	$ 48.87
QTS	IP Bandwidth - 1 Gbps port - (400-499 Mbps Commit) MRR	11411100032-G4H	$ 12.00	$ 11.73
QTS	IP Bandwidth - 1 Gbps port - (50-99 Mbps Commit) MRR	11411100032-G99	$ 40.00	$ 39.09
QTS	IP Bandwidth - 100 Mbps port - (1-4 Mbps Commit) MRR	11411100032-H04	$ 100.00	$ 97.73
QTS	IP Bandwidth - 100 Mbps port - (5-9 Mbps Commit) MRR	11411100032-H09	$ 75.00	$ 73.30
QTS	IP Bandwidth - 100 Mbps port - (10-19 Mbps Commit) MRR	11411100032-H19	$ 60.00	$ 58.64
QTS	IP Bandwidth - 100 Mbps port - (50-100 Mbps Commit) MRR	11411100032-H1H	$ 40.00	$ 39.09
QTS	IP Bandwidth - 100 Mbps port - (20-49 Mbps Commit) MRR	11411100032-H49	$ 50.00	$ 48.87
QTS	IP Bandwidth - 10 Mbps port - (1-4 Mbps Commit) MRR	11411100032-T04	$ 100.00	$ 97.73
QTS	IP Bandwidth - 10 Mbps port - (5-10 Mbps Commit) MRR	11411100032-T10	$ 75.00	$ 73.30
QTS	Connectivity: MetroConnect Standard 100 Mbps MRR	11411100034-ATL	$ 500.00	$ 488.66
QTS	Connectivity: POTS MRR	11411100035-000	$ 25.00	$ 24.43
QTS	Connectivity: MetroConnect Protected 100 Mbps MRR	11411100039-ATL	$ 750.00	$ 733.00
QTS	Connectivity: MetroConnect Protected 1 Gbps MRR	11411100040-ATL	$ 1,500.00	$ 1,465.99

QTS	Connectivity: MetroConnect Protected 1 Gbps MRR	11411100040-RIC	$ 10,000.00	$ 9,773.30
QTS	Connectivity: MetroConnect Protected 10 Gbps MRR	11411100041-ATL	$ 7,500.00	$ 7,329.97
QTS	Connectivity: MetroConnect Protected 10 Gbps MRR	11411100041-RIC	$ 18,000.00	$ 17,591.94
QTS	Connectivity: Data Center Connect 10MB - Atlanta MRR	11411100045-ATL	$ 280.00	$ 273.65
QTS	Connectivity: Data Center Connect 10MB - Richmond MRR	11411100053-RIC	$ 280.00	$ 273.65
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Atlanta MRR	11411100058-ATL	$ 75.00	$ 73.30
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Richmond MRR	11411100060-RIC	$ 75.00	$ 73.30
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Atlanta MRR	11411100064-ATL	$ 60.00	$ 58.64
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Richmond MRR	11411100066-RIC	$ 60.00	$ 58.64
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Atlanta MRR	11411100070-ATL	$ 50.00	$ 48.87
QTS	Power 120V 20Amp Redundant NRR	10200100002-NYC	$ 1,560.00	$ 1,524.63
QTS	Power 120V 30Amp Primary NRR	10200100003-000	$ 600.00	$ 586.40
QTS	Power 120V 30Amp Primary NRR	10200100003-NYC	$ 1,690.00	$ 1,651.69
QTS	Power 120V 30Amp Redundant NRR	10200100004-000	$ 600.00	$ 586.40
QTS	Power 120V 30Amp Redundant NRR	10200100004-NYC	$ 1,690.00	$ 1,651.69
QTS	Power 208v 20Amp Primary NRR	10200100006-000	$ 600.00	$ 586.40
QTS	Power 208v 20Amp Redundant NRR	10200100007-000	$ 600.00	$ 586.40
QTS	Power 208v 30Amp Primary NRR	10200100008-000	$ 600.00	$ 586.40
QTS	Power 208v 30Amp Redundant NRR	10200100009-000	$ 600.00	$ 586.40
QTS	Power 208v 50Amp Primary NRR	10200100010-000	$ 600.00	$ 586.40
QTS	Power 208v 50Amp Redundant NRR	10200100011-000	$ 600.00	$ 586.40
QTS	Power 208v 60Amp Primary NRR	10200100012-000	$ 600.00	$ 586.40
QTS	Power 208v 60Amp Redundant NRR	10200100013-000	$ 600.00	$ 586.40
QTS	Power 3 Phase 208v 20Amp Primary NRR	10200100014-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 20Amp Redundant NRR	10200100015-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 30Amp Primary NRR	10200100016-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 30Amp Primary NRR	10200100016-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 30Amp Redundant NRR	10200100017-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 30Amp Redundant NRR	10200100017-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 50Amp Primary NRR	10200100018-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 50Amp Primary NRR	10200100018-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 50Amp Redundant NRR	10200100019-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 50Amp Redundant NRR	10200100019-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 60Amp Primary NRR	10200100020-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 60Amp Primary NRR	10200100020-JCY	$ 2,000.00	$ 1,954.66
QTS	Power 3 Phase 208v 60Amp Redundant NRR	10200100021-000	$ 1,400.00	$ 1,368.26
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Richmond MRR	11411100072-RIC	$ 50.00	$ 48.87
QTS	Connectivity: AT&T Coax Cross Connect MRR	11411100073-ATT	$ 250.00	$ 244.33
QTS	Connectivity: Verizon Coax Cross Connect MRR	11411100074-VZN	$ 300.00	$ 293.20
QTS	Connectivity: Coax Cross Connect MRR	11411100075-000	$ 300.00	$ 293.20
QTS	Federal Cloud - DR - Internet Overage MRR	11500000089-000	$ 30.00	$ 29.32
QTS	Federal Cloud - VPU 1 Ghz MRR	11500000097-000	$ 40.00	$ 39.09
QTS	Federal Cloud - RAM 1 GB MRR	11500000098-000	$ 32.00	$ 31.27
QTS	Federal Cloud - Bronze Storage 1GB MRR	11500000099-000	$ 0.41	$ 0.40
QTS	Federal Cloud - Silver Storage 1GB MRR	11500000100-000	$ 0.53	$ 0.52
QTS	Federal Cloud - Gold Storage 1GB MRR	11500000101-000	$ 1.65	$ 1.61
QTS	Federal Cloud - Large Firewall MRR	11500000102-000	$ 225.00	$ 219.90
QTS	Federal Cloud - Internet 1Mbps MRR	11500000103-000	$ 20.00	$ 19.55
QTS	Federal Cloud - Internet Overage MRR	11500000104-000	$ 30.00	$ 29.32

QTS	Federal Cloud - Additional Public IP MRR	11500000105-000	$ 15.00	$ 14.66
QTS	Federal Cloud - Additional Network Segments MRR	11500000106-000	$ 50.00	$ 48.87
QTS	Federal Cloud - Client to Site VPN (Qty 5) MRR	11500000107-000	$ 5.00	$ 4.89
QTS	Federal Cloud - DR - VPU 1Ghz MRR	11500000113-000	$ 23.00	$ 22.48
QTS	Federal Cloud - DR - RAM 1 GB MRR	11500000114-000	$ 19.00	$ 18.57
QTS	Federal Cloud - DR - Bronze Storage 1GB MRR	11500000115-000	$ 0.24	$ 0.23
QTS	Federal Cloud - DR - Silver Storage 1GB MRR	11500000116-000	$ 0.30	$ 0.29
QTS	Federal Cloud - DR -Gold Storage 1GB MRR	11500000117-000	$ 1.23	$ 1.20
QTS	Federal Cloud - DR - Large Firewall MRR	11500000118-000	$ 225.00	$ 219.90
QTS	Federal Cloud - DR - Internet 1Mbps MRR	11500000119-000	$ 20.00	$ 19.55
QTS	Federal Cloud - DR -Additional Public IP MRR	11500000121-000	$ 7.50	$ 7.33
QTS	Federal Cloud - DR - Additional Network Segments MRR	11500000122-000	$ 25.00	$ 24.43
QTS	Power 3 Phase 208v 60Amp Redundant NRR	10200100021-JCY	$ 2,000.00	$ 1,954.66
QTS	Power 120V 20Amp Primary MRR	10211100001-000	$ 360.00	$ 351.84
QTS	Power 120V 20Amp Primary MRR	10211100001-NYC	$ 450.00	$ 439.80
QTS	Power 120V 20Amp Redundant MRR	10211100002-000	$ 90.00	$ 87.96
QTS	Power 120V 20Amp Redundant MRR	10211100002-NYC	$ 225.00	$ 219.90
QTS	Power 120V 30Amp Primary MRR	10211100003-000	$ 520.00	$ 508.21
QTS	Power 120V 30Amp Primary MRR	10211100003-NYC	$ 680.00	$ 664.58
QTS	Power 120V 30Amp Redundant MRR	10211100004-000	$ 130.00	$ 127.05
QTS	Power 120V 30Amp Redundant MRR	10211100004-NYC	$ 340.00	$ 332.29
QTS	Power 208v 20Amp Primary MRR	10211100006-000	$ 600.00	$ 586.40
QTS	Power 208v 20Amp Redundant MRR	10211100007-000	$ 150.00	$ 146.60
QTS	Power 208v 30Amp Primary MRR	10211100008-000	$ 900.00	$ 879.60
QTS	Power 208v 30Amp Redundant MRR	10211100009-000	$ 225.00	$ 219.90
QTS	Power 208v 50Amp Primary MRR	10211100010-000	$ 1,540.00	$ 1,505.09
QTS	Power 208v 50Amp Redundant MRR	10211100011-000	$ 385.00	$ 376.27
QTS	Power 208v 60Amp Primary MRR	10211100012-000	$ 1,760.00	$ 1,720.10
QTS	Power 208v 60Amp Redundant MRR	10211100013-000	$ 440.00	$ 430.03
QTS	Power 3 Phase 208v 20Amp Primary MRR	10211100014-000	$ 1,000.00	$ 977.33
QTS	Power 3 Phase 208v 20Amp Redundant MRR	10211100015-000	$ 250.00	$ 244.33
QTS	Power 3 Phase 208v 30Amp Primary MRR	10211100016-000	$ 1,500.00	$ 1,465.99
QTS	Power 3 Phase 208v 30Amp Primary MRR	10211100016-JCY	$ 2,900.00	$ 2,834.26
QTS	Power 3 Phase 208v 30Amp Redundant MRR	10211100017-000	$ 375.00	$ 366.50
QTS	Power 3 Phase 208v 30Amp Redundant MRR	10211100017-JCY	$ 375.00	$ 366.50
QTS	Power 3 Phase 208v 50Amp Primary MRR	10211100018-000	$ 2,500.00	$ 2,443.32
QTS	Power 3 Phase 208v 50Amp Primary MRR	10211100018-JCY	$ 4,840.00	$ 4,730.28
QTS	Power 3 Phase 208v 50Amp Redundant MRR	10211100019-000	$ 625.00	$ 610.83
QTS	Power 3 Phase 208v 50Amp Redundant MRR	10211100019-JCY	$ 1,210.00	$ 1,182.57
QTS	Power 3 Phase 208v 60Amp Primary MRR	10211100020-000	$ 3,040.00	$ 2,971.08
QTS	Power 3 Phase 208v 60Amp Primary MRR	10211100020-JCY	$ 5,800.00	$ 5,668.51
QTS	Power 3 Phase 208v 60Amp Redundant MRR	10211100021-000	$ 760.00	$ 742.77
QTS	Power 3 Phase 208v 60Amp Redundant MRR	10211100021-JCY	$ 1,450.00	$ 1,417.13
QTS	Power: 500kW - N+1 Configuration - Richmond MRR	10211100102-RIC	$ 80,000.00	$ 78,186.40
QTS	Power: 500kW - N+1 Configuration - Metro MRR	10211100103-ATL	$ 80,000.00	$ 78,186.40
QTS	Power: 500kW - N+1 Configuration - Suwanee MRR	10211100104-SUW	$ 80,000.00	$ 78,186.40
QTS	Power: 500kW - N+1 Configuration - Dallas MRR	10211100105-DFW	$ 80,000.00	$ 78,186.40
QTS	Other Custom Data Center Services NRR	10300100034-000	$ 1.00	$ 0.98
QTS	Other Custom Data Center Services MRR	10311100033-000	$ 1.00	$ 0.98

QTS	DBA/Application Developer MRC NRR	10600100001-000	$ 220.00	$ 215.01
QTS	SQL Base Support NRR	10600100005-000	$ 500.00	$ 488.66
QTS	SQL Base Support Cluster NRR	10600100007-000	$ 1,000.00	$ 977.33
QTS	SQL Engineering T&M NRR	10600100008-000	$ 200.00	$ 195.47
QTS	Application Early Termination Fee NRR	10600100020-000	$ 10,100.00	$ 9,871.03
QTS	Application Service Cancellation Fee NRR	10600100021-000	$ 10,100.00	$ 9,871.03
QTS	SQL Base Support MRR	10611100005-000	$ 1,650.00	$ 1,612.59
QTS	SQL Base Support Cluster MRR	10611100006-000	$ 2,500.00	$ 2,443.32
QTS	SQL Engineering T&M MRR	10611100008-000	$ 200.00	$ 195.47
QTS	DBA/Application Developer MRC MRR	10611100020-000	$ 220.00	$ 215.01
QTS	Basic Monitoring - Unmanaged NRR	10700100001-000	$ 33.84	$ 33.07
QTS	Basic Monitoring -Managed NRR	10700100002-000	$ 33.84	$ 33.07
QTS	Enhanced Monitoring - Unmanaged NRR	10700100003-000	$ 42.30	$ 41.34
QTS	Enhanced Monitoring - Managed NRR	10700100004-000	$ 42.30	$ 41.34
QTS	Advanced Monitoring - Unmanaged NRR	10700100005-000	$ 67.68	$ 66.15
QTS	Enterprise Cloud - Back-up services GB Transferred MRR	11511000093-000	$ 0.18	$ 0.18
QTS	Enterprise Cloud - Back-up services GB Usage MRR	11511000120-000	$ 0.18	$ 0.18
QTS	QVI Backup MRR	11511000039-000	$ 0.20	$ 0.20
QTS	Enterprise Cloud - DR - Bronze Storage 1GB MRR	11511000084-000	$ 0.22	$ 0.22
QTS	DRaaS - Bronze Storage 1GB MRR	11511000145-000	$ 0.22	$ 0.22
QTS	Enterprise Cloud - DR - Silver Storage 1GB MRR	11511000085-000	$ 0.26	$ 0.26
QTS	DRaaS - Silver Storage 1GB MRR	11511000146-000	$ 0.26	$ 0.26
QTS	Enterprise Cloud - Bronze Storage 1GB MRR	11511000068-000	$ 0.33	$ 0.33
QTS	DRaaS - EC Reservation - Bronze Storage 1GB MRR	11511000156-000	$ 0.33	$ 0.33
QTS	DR-SAN Disk Capacity GBs MRR	11511000050-000	$ 0.35	$ 0.35
QTS	Enterprise Cloud - Silver Storage 1GB MRR	11511000069-000	$ 0.41	$ 0.41
QTS	DRaaS - EC Reservation - Silver Storage 1GB MRR	11511000157-000	$ 0.41	$ 0.41
QTS	QVI Additional SAN Storage MRR	11511000020-000	$ 0.41	$ 0.41
QTS	QVI Backup Overage MRR	11500000040-000	$ 0.50	$ 0.50
QTS	QVI Infrastructure Improvement Credit (GSA) MRR	11511000169-000	$ 1.00	$ 0.99
QTS	System Services Custom MRR	10511100014-000	$ 1.00	$ 0.99
QTS	Storage Services Custom MRR	11011100031-000	$ 1.00	$ 0.99
QTS	Licensing Services Custom MRR	11211100001-000	$ 1.00	$ 0.99
QTS	Security Services Custom MRR	10811100013-000	$ 1.00	$ 0.99
QTS	System Services Custom NRR	10500100014-000	$ 1.00	$ 0.99
QTS	Security Services Custom NRR	10800100013-000	$ 1.00	$ 0.99
QTS	Storage Services Custom NRR	11000100039-000	$ 1.00	$ 0.99
QTS	Licensing Services Custom NRR	11200100001-000	$ 1.00	$ 0.99
QTS	QVI Infrastructure Improvement Credit (GSA) NRR	11500000169-000	$ 1.00	$ 0.99
QTS	Additional QVI IP addresses MRR	11511000012-000	$ 1.00	$ 0.99
QTS	Enterprise Cloud - DR -Gold Storage 1GB MRR	11511000086-000	$ 1.03	$ 1.02
QTS	DRaaS - Gold Storage 1GB MRR	11511000147-000	$ 1.03	$ 1.02
QTS	Enterprise Cloud - Gold Storage 1GB MRR	11511000070-000	$ 1.44	$ 1.42
QTS	DRaaS - EC Reservation - Gold Storage 1GB MRR	11511000158-000	$ 1.44	$ 1.42
QTS	Enterprise Cloud- Client to Site VPN (Qty 5) MRR	11511000076-000	$ 4.95	$ 4.85
QTS	Enterprise Cloud - DR- Client to Site VPN (Qty 5) MRR	11511000092-000	$ 4.95	$ 4.85
QTS	DRaaS - Client to Site VPN (Qty 5) MRR	11511000153-000	$ 4.95	$ 4.85
QTS	DRaaS - EC Reservation - Client to Site VPN (Qty 5) MRR	11511000164-000	$ 4.95	$ 4.85
QTS	Additional remote clients for VPN Sessions MRR	11511000014-000	$ 6.50	$ 6.36

QTS	Enterprise Cloud - DR -Additional Public IP MRR	11511000090-000	$ 7.50	$ 7.34
QTS	DRaaS - Additional Public IP MRR	11511000151-000	$ 7.50	$ 7.34
QTS	QVI per port cost (3 Ports are required per physical server) MRR	11511000008-000	$ 12.00	$ 11.73
QTS	Enterprise Cloud - DR - RAM 1 GB MRR	11511000083-000	$ 13.00	$ 12.71
QTS	DRaaS - RAM 1 GB MRR	11511000144-000	$ 13.00	$ 12.71
QTS	Enterprise Cloud - Additional Public IP MRR	11511000074-000	$ 15.00	$ 14.66
QTS	DRaaS - EC Reservation - Additional Public IP MRR	11511000162-000	$ 15.00	$ 14.66
QTS	Enterprise Cloud - DR - VPU 1Ghz MRR	11511000082-000	$ 16.00	$ 15.64
QTS	DRaaS - VPU 1Ghz MRR	11511000143-000	$ 16.00	$ 15.64
QTS	Enterprise Cloud - Internet 1Mbps MRR	11511000072-000	$ 18.00	$ 17.59
QTS	Enterprise Cloud - DR - Internet 1Mbps MRR	11511000088-000	$ 18.00	$ 17.59
QTS	DRaaS - Internet 1Mbps MRR	11511000149-000	$ 18.00	$ 17.59
QTS	DRaaS - EC Reservation - Internet 1Mbps MRR	11511000160-000	$ 18.00	$ 17.59
QTS	Additional IP Bandwidth - QVI MRR	11511000007-000	$ 18.00	$ 17.59
QTS	QVI Additional VM VPU MRR	11511000016-000	$ 21.00	$ 20.52
QTS	DRaaS - EC Reservation - RAM 1 GB MRR	11511000155-000	$ 22.75	$ 22.23
QTS	Enterprise Cloud - RAM 1 GB MRR	11511000067-000	$ 23.00	$ 22.48
QTS	Enterprise Cloud - DR - Additional Network Segments MRR	11511000091-000	$ 25.00	$ 24.43
QTS	DRaaS - Additional Network Segments MRR	11511000152-000	$ 25.00	$ 24.43
QTS	QVI Additional VM RAM MRR	11511000017-000	$ 25.00	$ 24.43
QTS	QVI - Windows Standard MRR	11511000023-000	$ 25.00	$ 24.43
QTS	Enterprise Cloud - Internet Overage MRR	11500000073-000	$ 27.00	$ 26.39
QTS	Enterprise Cloud - DR - Internet Overage MRR	11511000120-001	$ 27.00	$ 26.39
QTS	Enterprise Cloud - VPU 1 Ghz MRR	11511000066-000	$ 27.00	$ 26.39
QTS	DRaaS - Internet Overage MRR	11511000150-000	$ 27.00	$ 26.39
QTS	DRaaS - EC Reservation - VPU 1Ghz MRR	11511000154-000	$ 27.00	$ 26.39
QTS	DRaaS - EC Reservation - Internet Overage MRR	11511000161-000	$ 27.00	$ 26.39
QTS	IP Bandwidth - Bursting Overage - QVI MRR	11411100013-000	$ 27.00	$ 26.39
QTS	Additional Site-To-Site VPN Connection NRR	11500000013-000	$ 30.00	$ 29.32
QTS	Additional remote clients for VPN Sessions NRR	11500000014-000	$ 30.00	$ 29.32
QTS	QVI Active Directory for Windows clustering NRR	11500000028-000	$ 35.00	$ 34.21
QTS	Enterprise Cloud - Cloud Network Port MRR	11511000134-000	$ 35.00	$ 34.21
QTS	Enterprise Cloud - Additional Network Segments MRR	11511000075-000	$ 50.00	$ 48.87
QTS	DRaaS - EC Reservation - Additional Network Segments MRR	11511000163-000	$ 50.00	$ 48.87
QTS	QVI - RedHat Advanced / Enterprise per VM MRR	11511000023-002	$ 55.00	$ 53.75
QTS	Virtual Load Balancing NRR	11500000009-000	$ 60.00	$ 58.64
QTS	QVI Additional VM VPU NRR	11500000016-000	$ 60.00	$ 58.64
QTS	QVI Additional VM RAM NRR	11500000017-000	$ 60.00	$ 58.64
QTS	QVI Network - Pair of redundant virtual Firewalls 1 Site to Site VPN or 5 client to Site 1 Meg of Bandwidth NRR	11500000038-000	$ 60.00	$ 58.64
QTS	DR-VM Additional RAM GBs NRR	11500000048-000	$ 60.00	$ 58.64
QTS	DR-VM Additional VPU NRR	11500000049-000	$ 60.00	$ 58.64
QTS	DRaaS - Replication Service per VM MRR	11511000141-000	$ 60.00	$ 58.64
QTS	Optional Space and Power - 110 20amp Power and 1U rack space. MRR	11511000006-000	$ 65.00	$ 63.53
QTS	DR-HA VM with Replication NRR	11500000055-000	$ 75.00	$ 73.30
QTS	DR - HA Physical Server Windows Standard-Linux NRR	11500000056-000	$ 75.00	$ 73.30
QTS	DR - HA Physical Server Windows Enterprise NRR	11500000057-000	$ 75.00	$ 73.30
QTS	DR - HA Physical Server Windows Data Center NRR	11500000058-000	$ 75.00	$ 73.30
QTS	Enterprise Cloud - Additional Standard Firewall MRR	11511000130-000	$ 75.00	$ 73.30
QTS	Additional Site-To-Site VPN Connection MRR	11511000013-000	$ 80.00	$ 78.19

QTS	Managed VM Server (Includes HA VM OS Management & Licenses Monitoring 40GB useable storage RAID 5 SAN Storage) NRR	11500000005-000	$ 90.00	$ 87.96
QTS	Managed VPN MRR	10911100002-000	$ 91.97	$ 89.89
QTS	Dedicated Storage Management MRR	11011100066-000	$ 100.00	$ 97.73
QTS	Managed Network Hardware MRR	10911100021-000	$ 100.00	$ 97.73
QTS	Managed Network Hardware NRR	10900100021-000	$ 100.00	$ 97.73
QTS	Dedicated Storage Management NRR	11000100066-000	$ 100.00	$ 97.73
QTS	SQL Standard per 2 Core (Min 4 Core) MRR	11211100006-000	$ 119.99	$ 117.27
QTS	Remote Hands & Eyes - Pre-packaged MRR	10311100013-000	$ 120.00	$ 117.28
QTS	Remote Hands & Eyes - Pre-packaged NRR	10300100003-000	$ 120.00	$ 117.28
QTS	DR-HA VM with Replication MRR	11511000055-000	$ 120.00	$ 117.28
QTS	Remote Hands & Eyes MRR	10311100003-000	$ 125.00	$ 122.17
QTS	Remote Hands & Eyes NRR	10300100001-000	$ 125.00	$ 122.17
QTS	QVI - Windows Data Center MRR	11511000023-001	$ 125.00	$ 122.17
QTS	QVI - RedHat Advanced / Enterprise 2 Socket Physical MRR	11511000023-003	$ 125.00	$ 122.17
QTS	DR-VM with Replication MRR	11511000046-000	$ 135.00	$ 131.94
QTS	Virtual Load Balancing MRR	11511000009-000	$ 140.00	$ 136.83
QTS	Additional Subnet Setup Fee NRR	11500000007-000	$ 150.00	$ 146.60
QTS	Additional QVI IP addresses NRR	11500000012-000	$ 150.00	$ 146.60
QTS	QVI Additional SAN Storage NRR	11500000020-000	$ 150.00	$ 146.60
QTS	QVI Backup NRR	11500000039-000	$ 150.00	$ 146.60
QTS	DR-SAN Disk Capacity GBs NRR	11500000050-000	$ 150.00	$ 146.60
QTS	DRaaS - Physical Server replication (P2V) Set-up NRR	11500000142-000	$ 150.00	$ 146.60
QTS	Networking Services Custom MRR	10911100012-000	$ 169.48	$ 165.64
QTS	Networking Services Custom NRR	10900100016-000	$ 169.48	$ 165.64
QTS	Enterprise Cloud - Cloud Engineering Hourly Services MRR	11511000094-001	$ 175.00	$ 171.03
QTS	DRaaS - Physical Server replication (P2V) MRR	11511000142-000	$ 175.00	$ 171.03
QTS	QVI Base Support - Set-up NRR	11500000000-000	$ 200.00	$ 195.47
QTS	SERVER A -Small - Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup)	11500000001-000	$ 200.00	$ 195.47
QTS	SERVER B - Medium Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup	11500000002-000	$ 200.00	$ 195.47
QTS	SERVER C -Large Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup) I	11500000003-000	$ 200.00	$ 195.47
QTS	SERVER D - Custom Config Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape	11500000004-000	$ 200.00	$ 195.47
QTS	Managed OS Windows MRR	10511100002-000	$ 202.41	$ 197.82
QTS	Managed OS Linux MRR	10511100004-000	$ 202.41	$ 197.82
QTS	Managed OS Solaris MRR	10511100006-000	$ 202.41	$ 197.82
QTS	Enterprise Cloud - Large Firewall MRR	11511000071-000	$ 225.00	$ 219.90
QTS	Enterprise Cloud - DR - Large Firewall MRR	11511000087-000	$ 225.00	$ 219.90
QTS	DRaaS - EC Reservation - Large Firewall MRR	11511000159-000	$ 225.00	$ 219.90
QTS	Basic Monitoring - Unmanaged MRR	10711100001-000	$ 46.06	$ 45.02
QTS	Basic Monitoring -Managed MRR	10711100002-000	$ 102.46	$ 100.14
QTS	Enhanced Monitoring - Unmanaged MRR	10711100003-000	$ 68.57	$ 67.02
QTS	Enhanced Monitoring - Managed MRR	10711100004-000	$ 124.97	$ 122.14
QTS	Advanced Monitoring - Unmanaged MRR	10711100005-000	$ 113.69	$ 111.11
QTS	Advanced Monitoring - Managed MRR	10711100006-000	$ 170.09	$ 166.23
QTS	Monitoring Internet Services - Unmanaged MRR	10711100013-000	$ 25.00	$ 24.43
QTS	Monitoring Internet Services - Managed MRR	10711100014-000	$ 100.00	$ 97.73
QTS	Monitoring Engineering T&M MRR	10711100021-000	$ 169.20	$ 165.36
QTS	Security Engineer T&M MRC NRR	10800100003-000	$ 170.00	$ 166.15
QTS	SOC Report - Second Report Distribution NRR	10800100005-000	$ 500.00	$ 488.66
QTS	DR - HA Physical Server Windows Data Center MRR	11511000058-000	$ 750.00	$ 733.00

QTS	SERVER B - Medium -Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backu	11511000002-000	$ 900.00	$ 879.60
QTS	DRaaS - Replication Service -Set-up NRR	11500000141-000	$ 1,000.00	$ 977.33
QTS	SERVER C - Large Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup) I	11511000003-000	$ 1,150.00	$ 1,123.93
QTS	SERVER D - Custom Config - Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape	11511000004-000	$ 1,750.00	$ 1,710.33
QTS	DR - Additional Client to Site VPN MRR	11511000064-000	$ 8.00	$ 7.83
QTS	DR-VM Additional RAM GBs MRR	11511000048-000	$ 15.00	$ 14.66
QTS	DR-VM Additional VPU MRR	11511000049-000	$ 15.00	$ 14.66
QTS	DR- Additional Site to Site VPN MRR	11511000065-000	$ 25.00	$ 24.43
QTS	DR - HA Data Center Connect Base Fee MRR	11511000059-000	$ 200.00	$ 195.47
QTS	DR-On Demand Base Network MRR	11511000047-000	$ 340.00	$ 332.29
QTS	Federal Cloud - DR- Client to Site VPN (Qty 5) MRR	11500000123-000	$ 5.00	$ 4.89
QTS	Federal Cloud - Back-up services -GB Transferred MRR	11500000124-000	$ 0.24	$ 0.23
QTS	Federal Cloud - Cloud Engineering Services Hourly MRR	11511000094-000	$ 175.00	$ 171.03
QTS	VM Cloud Credit	11511000165-000	$ 1.00	$ 0.98
QTS	Advanced Monitoring - Managed NRR	10700100006-000	$ 67.68	$ 66.15
QTS	Monitoring Internet Services - Unmanaged NRR	10700100013-000	$ 50.00	$ 48.87
QTS	Monitoring Internet Services - Managed NRR	10700100014-000	$ 50.00	$ 48.87
QTS	Monitoring Engineering T&M NRR	10700100017-000	$ 169.20	$ 165.36
QTS	Managed Router MRR	10911100017-000	$ 239.12	$ 233.70
QTS	Managed OS Windows NRR	10500100002-000	$ 250.00	$ 244.33
QTS	Managed OS Linux NRR	10500100004-000	$ 250.00	$ 244.33
QTS	Managed OS Solaris NRR	10500100006-000	$ 250.00	$ 244.33
QTS	QVI Network Only - Connection back to Colo Space. (requires managed switch per standard cost). NRR	11500000015-000	$ 250.00	$ 244.33
QTS	Managed VM Server (Includes HA VM OS Management & Licenses Monitoring 40GB useable storage RAID 5 SAN Storage) MRR	11511000005-000	$ 250.00	$ 244.33
QTS	QVI Active Directory for Windows clustering MRR	11511000028-000	$ 250.00	$ 244.33
QTS	QVI - RedHat Advanced / Enterprise 4 Socket Physical MRR	11511000023-004	$ 250.00	$ 244.33
QTS	Managed Switch MRR	10911100009-000	$ 266.32	$ 260.28
QTS	Standard Load Balancing NRR	10900100006-000	$ 271.17	$ 265.02
QTS	QVI Base Support MRR	11511000000-000	$ 275.00	$ 268.77
QTS	Standard Load Balancing MRR	10911100006-000	$ 278.34	$ 272.03
QTS	DR - HA Physical Server Windows Standard-Linux MRR	11511000056-000	$ 280.00	$ 273.65
QTS	QVI Network - Pair of redundant virtual Firewalls 1 Site to Site VPN or 5 client to Site 1 Meg of Bandwidth MRR	11511000038-000	$ 285.00	$ 278.54
QTS	Managed OS AIX MRR	10511100007-000	$ 315.64	$ 308.48
QTS	HA Load Balancing MRR	10911100007-000	$ 326.51	$ 319.11
QTS	Managed VPN NRR	10900100002-000	$ 338.96	$ 331.28
QTS	On-Clouding MRR	11500000137-000	$ 350.00	$ 342.07
QTS	Firewall Management MRR	10911100004-000	$ 358.89	$ 350.75
QTS	DR-On Demand Base Network NRR	11500000047-000	$ 375.00	$ 366.50
QTS	Managed Switch NRR	10900100009-000	$ 406.78	$ 397.56
QTS	Firewall Management (HA Pair) MRR	10911100005-000	$ 407.06	$ 397.83
QTS	Managed OS AIX NRR	10500100007-000	$ 422.41	$ 412.83
QTS	HA Load Balancing NRR	10900100007-000	$ 440.65	$ 430.66
QTS	DR - HA Physical Server Windows Enterprise MRR	11511000057-000	$ 450.00	$ 439.80
QTS	SQL Enterprise - per 2 Core (Min 4 Core) MRR	11211100007-000	$ 460.15	$ 449.72
QTS	Managed Router NRR	10900100017-000	$ 474.55	$ 463.79
QTS	Firewall Management NRR	10900100004-000	$ 508.45	$ 496.92
QTS	QVI Network Only - Connection back to Colo Space. (requires managed switch per standard cost). MRR	11511000015-000	$ 600.00	$ 586.40
QTS	SERVER A - Small - Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup)	11511000001-000	$ 675.00	$ 659.70
QTS	Firewall Management (HA Pair) NRR	10900100005-000	$ 677.93	$ 662.56

Salesforce.com	Console for Sales Cloud	204-1535	$ 120.00	$ 114.91
Salesforce.com	Console for Sales Cloud Government Cloud	204-1535GC	$ 36.00	$ 34.46
Salesforce.com	Identity Connect	204-1536	$ 12.00	$ 11.49
Salesforce.com	Identity Connect Government Cloud	204-1536GC	$ 3.60	$ 3.45
Salesforce.com	Pardot - Standard (price is per org)	204-1537	$ 12,000.00	$ 11,490.98
Salesforce.com	Pardot - Pro (price is per org)	204-1538	$ 24,000.00	$ 22,981.96
Salesforce.com	Pardot - Ultimate (price is per org)	204-1539	$ 36,000.00	$ 34,472.95
Salesforce.com	Premier Success Plan Professional Edition (Service Cloud)	204-1540	$ 117.00	$ 111.99
Salesforce.com	Premier Success Plan Enterprise Edition (Service Cloud)	204-1541	$ 243.00	$ 232.59
Salesforce.com	Premier+ Success Plan Professional Edition (Service Cloud)	204-1542	$ 195.00	$ 186.65
Salesforce.com	Premier+ Success Plan Enterprise Edition (Service Cloud)	204-1543	$ 405.00	$ 387.66
Salesforce.com	Premier Success Plan Enterprise Edition (Force Enterprise Edition)	204-1544	$ 144.00	$ 137.83
Salesforce.com	Premier+ Success Plan Enterprise Edition (Force Enterprise Edition)	204-1545	$ 240.00	$ 229.72
Salesforce.com	Customer Community Members Sandbox (100 Members)	204-1554	$ 1,800.00	$ 1,722.92
Salesforce.com	Customer Community Members Sandbox (500 Members)	204-1555	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Members Sandbox (5000 Members)	204-1556	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Members Sandbox (25000 Members)	204-1557	$ 36,000.00	$ 34,458.44
Salesforce.com	Customer Community Members Sandbox (250000 Members)	204-1558	$ 180,000.00	$ 172,292.19
Salesforce.com	Customer Community Logins Sandbox (2000 Logins/Month)	204-1559	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Logins Sandbox (20000 Logins/Month)	204-1560	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Logins Sandbox (100000 Logins/Month)	204-1561	$ 36,000.00	$ 34,458.44
Salesforce.com	Customer Community Logins Sandbox (1000000 Logins/Month)	204-1562	$ 180,000.00	$ 172,292.19
Salesforce.com	Customer Community Plus (20 Members)	204-1563	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (20 Members) Government Cloud	204-1563GC	$ 1,080.00	$ 1,033.75
Salesforce.com	Customer Community Plus (100 Members)	204-1564	$ 12,000.00	$ 11,486.15
Salesforce.com	Customer Community Plus (100 Members) Government Cloud	204-1564GC	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (200 Logins/Month)	204-1565	$ 8,400.00	$ 8,040.30
Salesforce.com	Expansion Pack for PE	204-1148	$ 420.00	$ 402.19
Salesforce.com	Content Add-on for UE	204-1160	$ 420.00	$ 402.19
Salesforce.com	Content Edition for UE	204-1161	$ 420.00	$ 402.19
Salesforce.com	Ideas Only User	204-1163	$ 60.00	$ 57.45
Salesforce.com	Force.com Sites 1 Million Additional Page Views	204-1169	$ 12,000.00	$ 11,490.98
Salesforce.com	Marketing for PE	204-1170	$ 1,800.00	$ 1,723.65
Salesforce.com	Expansion Pack for PE Premium Support	204-1190	$ 63.00	$ 60.33
Salesforce.com	Web Services API for PE Premium Support	204-1191	$ 45.00	$ 43.09
Salesforce.com	Content Add-on for PE Premium Support	204-1192	$ 63.00	$ 60.33
Salesforce.com	Content Edition for PE Premium Support	204-1193	$ 63.00	$ 60.33
Salesforce.com	Salesforce for Force.com Edition Admin for EE Premium Support	204-1194	$ 90.00	$ 86.19
Salesforce.com	Salesforce Mobile for Partner Portal for EE Premium Support	204-1195	$ 45.00	$ 43.09
Salesforce.com	Sales Cloud Group Edition	204-1300	$ 300.00	$ 287.27
Salesforce.com	Sales Cloud Professional Edition	204-1301	$ 780.00	$ 746.91
Salesforce.com	Sales Cloud Enterprise Edition	204-1302	$ 1,500.00	$ 1,436.37
Salesforce.com	Sales Cloud Enterprise Edition Government Cloud	204-1302GC	$ 450.00	$ 430.73
Salesforce.com	Sales Cloud Unlimited Edition	204-1303	$ 3,000.00	$ 2,872.75
Salesforce.com	Sales Cloud Unlimited Edition Government Cloud	204-1303GC	$ 150.00	$ 143.58
Salesforce.com	Sales Cloud Contact Manager Edition	204-1304	$ 60.00	$ 57.45
Salesforce.com	Service Cloud Professional Edition	204-1305	$ 780.00	$ 746.91
Salesforce.com	Service Cloud Enterprise Edition	204-1306	$ 1,620.00	$ 1,551.28
Salesforce.com	Service Cloud Enterprise Edition Government Cloud	204-1306GC	$ 486.00	$ 465.19

Salesforce.com	Service Cloud Unlimited Edition	204-1307	$ 3,120.00	$ 2,987.66
Salesforce.com	Service Cloud Unlimited Edition Government Cloud	204-1307GC	$ 156.00	$ 149.32
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition	204-1308	$ 2,220.00	$ 2,125.83
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Government Cloud	204-1308GC	$ 666.00	$ 637.48
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition	204-1309	$ 3,720.00	$ 3,562.21
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Government Cloud	204-1309GC	$ 186.00	$ 178.04
Salesforce.com	Chatter Plus Professional	204-1310	$ 180.00	$ 172.36
Salesforce.com	Chatter Plus Enterprise	204-1311	$ 180.00	$ 172.36
Salesforce.com	Chatter Plus Enterprise Government Cloud	204-1311GC	$ 54.00	$ 51.69
Salesforce.com	Chatter Plus Unlimted	204-1312	$ 180.00	$ 172.36
Salesforce.com	Chatter Plus Unlimted Government Cloud	204-1312GC	$ 9.00	$ 8.61
Salesforce.com	Knowledge Only Enterprise Edition	204-1313	$ 600.00	$ 574.55
Salesforce.com	Knowledge Only Enterprise Edition Government Cloud	204-1313GC	$ 180.00	$ 172.29
Salesforce.com	Knowledge Only Unlimited Edition	204-1314	$ 600.00	$ 574.55
Salesforce.com	Knowledge Only Unlimited Edition Government Cloud	204-1314GC	$ 30.00	$ 28.72
Salesforce.com	Force.com Enterprise Edition	204-1315	$ 600.00	$ 574.55
Salesforce.com	Force.com Enterprise Edition Government Cloud	204-1315GC	$ 288.00	$ 275.67
Salesforce.com	Force.com Unlimited Edition	204-1316	$ 900.00	$ 861.82
Salesforce.com	Force.com Unlimited Edition Government Cloud	204-1316GC	$ 90.00	$ 86.15
Salesforce.com	Force.com (One App) Enterprise Edition	204-1317	$ 180.00	$ 172.36
Salesforce.com	Force.com (One App) Unlimted Edition	204-1318	$ 180.00	$ 172.36
Salesforce.com	Force.com (Admin) Enterprise Edition	204-1319	$ 600.00	$ 574.55
Salesforce.com	Force.com (Admin) Unlimited Edition	204-1320	$ 900.00	$ 861.82
Salesforce.com	Additional API Calls - 10000 per day (price is per org) Professional	204-1321	$ 300.00	$ 287.27
Salesforce.com	Additional API Calls - 10000 per day (price is per org) Enterprise	204-1322	$ 300.00	$ 287.27
Salesforce.com	Additional API Calls - 10000 per day (price is per org) Unlimted	204-1323	$ 300.00	$ 287.27
Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org) Enterprise	204-1324	$ 3,000.00	$ 2,872.75
Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org) Unlimited	204-1325	$ 3,000.00	$ 2,872.75
Salesforce.com	Analytics - 1 Add'l Sched. Dashboards per Hour (price is per org) Enterprise	204-1326	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 1 Add'l Sched. Dashboards per Hour (price is per org) Unlimited	204-1327	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 1 Add'l Sched. Reports per Hour (price is per org) Enterprise	204-1328	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 1 Add'l Sched. Reports per Hour (price is per org) Unlimted	204-1329	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 1 Add'l Sched. Snapshots per Hour (price is per org) Enterprise	204-1330	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 1 Add'l Sched. Snapshots per Hour (price is per org) Unlimited	204-1331	$ 6,000.00	$ 5,745.49
Salesforce.com	Data Storage (50MB) (price is per org) Group Edition	204-1332	$ 300.00	$ 287.27
Salesforce.com	Data Storage (50MB) (price is per org) Professional Edition	204-1333	$ 300.00	$ 287.27
Salesforce.com	Data Storage (50MB) (price is per org) Enterprise Edition	204-1334	$ 300.00	$ 287.27
Salesforce.com	Data Storage (50MB) (price is per org) Enterprise Edition Government Cloud	204-1334GC	$ 90.00	$ 86.15
Salesforce.com	Data Storage (50MB) (price is per org) Unlimited Edition	204-1335	$ 300.00	$ 287.27
Salesforce.com	Data Storage (50MB) (price is per org) Unlimited Edition Government Cloud	204-1335GC	$ 15.00	$ 14.36
Salesforce.com	Data Storage (500MB) (price is per org) Group Edition	204-1336	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Professional Edition	204-1337	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Enterprise Edition	204-1338	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Enterprise Edition Government Cloud	204-1338GC	$ 450.00	$ 430.73
Salesforce.com	Data Storage (500MB) (price is per org) Unlimited Edition	204-1339	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Unlimited Edition Government Cloud	204-1339GC	$ 75.00	$ 71.79
Salesforce.com	Expansion Pack Professional Edition	204-1340	$ 420.00	$ 402.19
Salesforce.com	Expansion Pack Enterprise Edition	204-1341	$ 420.00	$ 402.19
Salesforce.com	File Storage (1GB) (price is per org)	204-1342	$ 60.00	$ 57.45

Salesforce.com	File Storage (1GB) (price is per org) Government Cloud	204-1342GC	$ 18.00	$ 17.23
Salesforce.com	File Storage (10GB) (price is per org)	204-1343	$ 498.00	$ 476.88
Salesforce.com	File Storage (10GB) (price is per org) Government Cloud	204-1343GC	$ 149.40	$ 143.00
Salesforce.com	Heroku Starter	204-1344	$ 48,000.00	$ 45,963.93
Salesforce.com	Heroku Small	204-1345	$ 96,000.00	$ 91,927.86
Salesforce.com	Heroku Medium	204-1346	$ 192,000.00	$ 183,855.72
Salesforce.com	Heroku Large	204-1347	$ 384,000.00	$ 367,711.44
Salesforce.com	Knowledge Enterprise Edition	204-1348	$ 600.00	$ 574.55
Salesforce.com	Knowledge Unlimted Edition	204-1349	$ 600.00	$ 574.55
Salesforce.com	Live Agent Enterprise Edition	204-1350	$ 600.00	$ 574.55
Salesforce.com	Live Agent Unlimted Edition	204-1351	$ 600.00	$ 574.55
Salesforce.com	Mobile	204-1352	$ 600.00	$ 574.55
Salesforce.com	Offline	204-1353	$ 300.00	$ 287.27
Salesforce.com	Profiles and Page Layouts	204-1354	$ 300.00	$ 287.27
Salesforce.com	Salesforce for Google Apps	204-1355	$ 120.00	$ 114.91
Salesforce.com	Web Services API	204-1362	$ 300.00	$ 287.27
Salesforce.com	Weekly Export Service (price per org)	204-1363	$ 600.00	$ 574.55
Salesforce.com	Site.com Contributor-only (User License)	204-1369	$ 240.00	$ 229.82
Salesforce.com	Site.com Publisher-only (User License)	204-1370	$ 1,500.00	$ 1,436.37
Salesforce.com	Site.com Contributor (Feature License)	204-1371	$ 240.00	$ 229.82
Salesforce.com	Site.com Publisher (Feature License)	204-1372	$ 1,500.00	$ 1,436.37
Salesforce.com	Site.com Published Site (price is per site)	204-1373	$ 18,000.00	$ 17,236.47
Salesforce.com	Database.com (Standard Users)	204-1374	$ 120.00	$ 114.91
Salesforce.com	Database.com (100 Lite Users)	204-1375	$ 120.00	$ 114.91
Salesforce.com	Database.com (Administrator)	204-1376	$ 120.00	$ 114.91
Salesforce.com	Additional Records (100000) (price is per org)	204-1377	$ 120.00	$ 114.91
Salesforce.com	Additional Transactions (5000 per day) (price is per org)	204-1378	$ 120.00	$ 114.91
Salesforce.com	Authenticated Sites (100 Named Users)	204-1379	$ 1,200.00	$ 1,149.10
Salesforce.com	Authenticated Sites (1000 Named Users)	204-1380	$ 6,000.00	$ 5,745.49
Salesforce.com	Authenticated Sites (5000 Named Users)	204-1381	$ 18,000.00	$ 17,236.47
Salesforce.com	Authenticated Sites (25000 Named Users)	204-1382	$ 60,000.00	$ 57,454.91
Salesforce.com	Authenticated Sites (5000 Logins/month)	204-1383	$ 6,000.00	$ 5,745.49
Salesforce.com	Authenticated Sites (20000 Logins/month)	204-1384	$ 18,000.00	$ 17,236.47
Salesforce.com	Authenticated Sites (100000 Logins/month)	204-1385	$ 60,000.00	$ 57,454.91
Salesforce.com	Service Cloud Portal (100 Named Users)	204-1386	$ 6,000.00	$ 5,745.49
Salesforce.com	Service Cloud Portal (1000 Named Users)	204-1387	$ 24,000.00	$ 22,981.96
Salesforce.com	Service Cloud Portal (5000 Named Users)	204-1388	$ 60,000.00	$ 57,454.91
Salesforce.com	Service Cloud Portal (25000 Named Users)	204-1389	$ 120,000.00	$ 114,909.82
Salesforce.com	Service Cloud Portal (5000 Logins/month)	204-1390	$ 24,000.00	$ 22,981.96
Salesforce.com	Service Cloud Portal (20000 Logins/month)	204-1391	$ 60,000.00	$ 57,454.91
Salesforce.com	Service Cloud Portal (100000 Logins/month)	204-1392	$ 120,000.00	$ 114,909.82
Salesforce.com	Customer Portal - Enterprise Administration (1 Login/mo)	204-1393	$ 48.00	$ 45.96
Salesforce.com	Customer Portal - Enterprise Administration (Named User)	204-1394	$ 120.00	$ 114.91
Salesforce.com	Partner Portal (Named User)	204-1395	$ 420.00	$ 402.19
Salesforce.com	Content for Partner Portal and Customer Portal	204-1396	$ 420.00	$ 402.19
Salesforce.com	Mobile for Partner Portal	204-1397	$ 300.00	$ 287.27
Salesforce.com	Sites Pageviews (1 Million/month) - (price is per org)	204-1398	$ 12,000.00	$ 11,490.98
Salesforce.com	Chatter Answers for Portal Users (Logins/month)	204-1399	$ 2.40	$ 2.30
Salesforce.com	Chatter Answers for Portal Users (Named)	204-1400	$ 12.00	$ 11.49

Salesforce.com	Marketing Cloud Package Enterprise	204-1401	$ 480,000.00	$ 459,639.29
Salesforce.com	Radian6 Basic	204-1402	$ 12,000.00	$ 11,490.98
Salesforce.com	Radian6 Pro	204-1403	$ 36,000.00	$ 34,472.95
Salesforce.com	Radian6 Corporate	204-1404	$ 96,000.00	$ 91,927.86
Salesforce.com	Radian6 Enterprise	204-1405	$ 348,000.00	$ 333,238.49
Salesforce.com	R6 Add on Insights Credits (10000)	204-1406	$ 1,200.00	$ 1,149.10
Salesforce.com	R6 Add on 50000 additional mentions	204-1407	$ 12,000.00	$ 11,490.98
Salesforce.com	R6 Add on 1 million additional mentions	204-1408	$ 60,000.00	$ 57,454.91
Salesforce.com	R6 Add on Social Accounts	204-1409	$ 9,000.00	$ 8,618.24
Salesforce.com	R6 Add on PT: Optimize Your Topic Profile	204-1410	$ 3,000.00	$ 2,872.75
Salesforce.com	R6 Add on Topic Management Service (1 x fee)	204-1411	$ 6,000.00	$ 5,745.49
Salesforce.com	R6 Add on Topic management Service (monthly)	204-1412	$ 6,000.00	$ 5,745.49
Salesforce.com	R6 Add on Topic Management Service (TSS)	204-1413	$ 6,000.00	$ 5,745.49
Salesforce.com	R6 Add on Rapid TSS (RTSS)	204-1414	$ 12,000.00	$ 11,490.98
Salesforce.com	R6 Add on TSS/RTSS Additional Keyword	204-1415	$ 1,800.00	$ 1,723.65
Salesforce.com	R6 Add on TSS/RTSS Additional Dashboard	204-1416	$ 3,000.00	$ 2,872.75
Salesforce.com	Brand Overview Report	204-1417	$ 5,000.00	$ 4,787.91
Salesforce.com	On-Site Training (Price is per day + expenses minimum 2 days)	204-1418	$ 2,500.00	$ 2,393.95
Salesforce.com	Social Media Analyst (on going) FT	204-1419	$ 108,000.00	$ 103,418.84
Salesforce.com	Social Media Analyst (on going) HT	204-1420	$ 60,000.00	$ 57,454.91
Salesforce.com	Social Media Senior Analyst (on-going) FT	204-1421	$ 144,000.00	$ 137,891.79
Salesforce.com	Social Media Senior Analyst (on-going) HT	204-1422	$ 78,000.00	$ 74,691.39
Salesforce.com	Project Manager FT	204-1423	$ 192,000.00	$ 183,855.72
Salesforce.com	Project Manager HT	204-1424	$ 103,680.00	$ 99,282.09
Salesforce.com	Project Manager QT	204-1425	$ 59,520.00	$ 56,995.27
Salesforce.com	Command Center CVE (on-going)	204-1426	$ 5,000.00	$ 4,787.91
Salesforce.com	Embedded Edition User for Acumen Schoolforce Silver Application (1-499 users)	204-1427	$ 125.00	$ 119.70
Salesforce.com	Embedded Edition User for Acumen Schoolforce Silver Application (500-2000 users)	204-1428	$ 89.00	$ 85.22
Salesforce.com	Embedded Edition User for Acumen Schoolforce Silver Application (2000+ users)	204-1429	$ 70.00	$ 67.03
Salesforce.com	Embedded Edition User for Acumen Schoolforce Gold Application (1-499 users)	204-1430	$ 154.00	$ 147.47
Salesforce.com	Embedded Edition User for Acumen Schoolforce Gold Application (500-2000 users)	204-1431	$ 111.00	$ 106.29
Salesforce.com	Embedded Edition User for Acumen Schoolforce Gold Application (2000+ users)	204-1432	$ 85.00	$ 81.39
Salesforce.com	ISV Portal Bundle for Acumen Schoolforce Gold Application (Bundles include 100 ISV Portal licenses)	204-1433	$ 341.00	$ 326.54
Salesforce.com	Data Storage for Schoolforce Gold (500MB) (price is per org)	204-1434	$ 2,273.00	$ 2,176.58
Salesforce.com	Marketing Cloud Package Basic	204-1435	$ 60,000.00	$ 57,454.91
Salesforce.com	Marketing Cloud Package Pro	204-1436	$ 120,000.00	$ 114,909.82
Salesforce.com	Marketing Cloud Package Corporate	204-1437	$ 240,000.00	$ 229,819.65
Salesforce.com	Buddy Media Enterprise	204-1438	$ 480,000.00	$ 459,639.29
Salesforce.com	Buddy Media (stand alone)	204-1439	$ 45,000.00	$ 43,091.18
Salesforce.com	Buddy Social Accounts	204-1440	$ 9,000.00	$ 8,618.24
Salesforce.com	Buddy Media 1 million additional open web sharing PV's	204-1441	$ 1,020.00	$ 976.73
Salesforce.com	Buddy Media 1 million additional open web syndication PV's	204-1442	$ 1,020.00	$ 976.73
Salesforce.com	Buy Buddy	204-1443	$ 6,000.00	$ 5,745.49
Salesforce.com	Buddy Social Account Reports	204-1444	$ 9,600.00	$ 9,192.79
Salesforce.com	Buddy Aggregate Dashboard Reports	204-1445	$ 12,000.00	$ 11,490.98
Salesforce.com	Buddy Quarterly Content	204-1446	$ 44,400.00	$ 42,516.63
Salesforce.com	Buddy One-time content	204-1447	$ 132,000.00	$ 126,400.81
Salesforce.com	Buddy Quarterly Competitive Intelligence Analysis	204-1448	$ 84,000.00	$ 80,436.88
Salesforce.com	Buddy One-time Competitive Intelligence Analysis	204-1449	$ 24,000.00	$ 22,981.96

Salesforce.com	Buddy Quarterly Facebook Wall or Twitter Optimization Analysis	204-1450	$ 16,800.00	$ 16,087.38
Salesforce.com	Buddy One time Facebook Wall or Twitter Optimization Analysis	204-1451	$ 48,000.00	$ 45,963.93
Salesforce.com	Force.com (1 Enterprise Application) Enterprise Edition	204-1452	$ 300.00	$ 287.15
Salesforce.com	Force.com (1 Enterprise Application) Enterprise Edition Government Cloud	204-1452GC	$ 90.00	$ 86.15
Salesforce.com	Force.com (1 Enterprise Application) Unlimited Edition	204-1453	$ 300.00	$ 287.15
Salesforce.com	Force.com (1 Enterprise Application) Unlimited Edition Government Cloud	204-1453GC	$ 15.00	$ 14.36
Salesforce.com	Force.com (1 Light Application) Enterprise Edition	204-1454	$ 120.00	$ 114.86
Salesforce.com	Force.com (1 Light Application) Enterprise Edition Government Cloud	204-1454GC	$ 36.00	$ 34.46
Salesforce.com	Force.com (1 Light Application) Unlimited Edition	204-1455	$ 120.00	$ 114.86
Salesforce.com	Force.com (1 Light Application) Unlimited Edition Government Cloud	204-1455GC	$ 6.00	$ 5.74
Salesforce.com	Force.com (Administrator) User Subscription Enterprise Edition	204-1456	$ 600.00	$ 574.31
Salesforce.com	Force.com (Administrator) User Subscription Enterprise Edition Government Cloud	204-1456GC	$ 180.00	$ 172.29
Salesforce.com	Force.com (Administrator) User Subscription Unlimited Edition	204-1457	$ 900.00	$ 861.46
Salesforce.com	Force.com (Administrator) User Subscription Unlimited Edition Government Cloud	204-1457GC	$ 45.00	$ 43.07
Salesforce.com	Remedyforce (BMC)	204-1458	$ 948.00	$ 907.41
Salesforce.com	Data Storage (50MB) (price is per org)	204-1459	$ 300.00	$ 287.27
Salesforce.com	Data Storage (500MB) (price is per org)	204-1460	$ 1,500.00	$ 1,436.37
Salesforce.com	Data.com Corporate Clean	204-1461	$ 300.00	$ 287.27
Salesforce.com	Data.com Corporate Prospector	204-1462	$ 1,500.00	$ 1,436.37
Salesforce.com	Data.com Corporate Records Additional (price is each)	204-1463	$ 0.50	$ 0.48
Salesforce.com	Data.com Premium Clean	204-1464	$ 420.00	$ 402.18
Salesforce.com	Data.com Premium Prospector	204-1465	$ 1,980.00	$ 1,896.01
Salesforce.com	Data.com Premium Records Additional (price is each)	204-1466	$ 0.65	$ 0.62
Salesforce.com	Data.com Services - QuickStart	204-1467	$ 5,000.00	$ 4,787.91
Salesforce.com	Partner Community Members (20 Members)	204-1468	$ 8,400.00	$ 8,043.69
Salesforce.com	Partner Community Members (20 Members) Government Cloud	204-1468GC	$ 2,520.00	$ 2,412.09
Salesforce.com	Partner Community Members (100 Members)	204-1469	$ 30,000.00	$ 28,727.46
Salesforce.com	Partner Community Members (100 Members) Government Cloud	204-1469GC	$ 9,000.00	$ 8,614.61
Salesforce.com	Partner Community Members (500 Members)	204-1470	$ 96,000.00	$ 91,927.86
Salesforce.com	Partner Community Members (500 Members) Government Cloud	204-1470GC	$ 28,800.00	$ 27,566.75
Salesforce.com	Customer Community Members (500 Members)	204-1478	$ 12,000.00	$ 11,490.98
Salesforce.com	Customer Community Members (500 Members) Government Cloud	204-1478GC	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Members (250000 Members)	204-1481	$ 600,000.00	$ 574,549.12
Salesforce.com	Customer Community Members (250000 Members) Government Cloud	204-1481GC	$ 180,000.00	$ 172,292.19
Salesforce.com	Customer Community Logins (2000 Logins/Month)	204-1482	$ 12,000.00	$ 11,490.98
Salesforce.com	Customer Community Logins (2000 Logins/Month) Government Cloud	204-1482GC	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Logins (100000 Logins/Month)	204-1484	$ 120,000.00	$ 114,909.82
Salesforce.com	Customer Community Logins (1000000 Logins/Month)	204-1485	$ 600,000.00	$ 574,549.12
Salesforce.com	Customer Community Logins (1000000 Logins/Month) Government Cloud	204-1485GC	$ 180,000.00	$ 172,292.19
Salesforce.com	Sales Cloud Performance Edition	204-1486	$ 3,420.00	$ 3,274.93
Salesforce.com	Service Cloud Performance Edition	204-1487	$ 3,420.00	$ 3,274.93
Salesforce.com	Service Cloud Knowledge Pack Performance Edition	204-1488	$ 3,420.00	$ 3,274.93
Salesforce.com	Company Community Only	204-1489	$ 240.00	$ 229.82
Salesforce.com	Identity Only	204-1490	$ 60.00	$ 57.45
Salesforce.com	Identity Only Government Cloud	204-1490GC	$ 18.00	$ 17.23
Salesforce.com	Work.com Motivate	204-1491	$ 120.00	$ 114.91
Salesforce.com	Work.com Align	204-1492	$ 180.00	$ 172.36
Salesforce.com	Work.com Perform	204-1493	$ 240.00	$ 229.82
Salesforce.com	Force.com Performance	204-1494	$ 1,800.00	$ 1,723.65

Salesforce.com	Force.com Performance (Admin)	204-1495	$ 900.00	$ 861.82
Salesforce.com	Partner Community Members Sandbox (20 Members)	204-1498	$ 2,520.00	$ 2,413.11
Salesforce.com	Partner Community Members Sandbox (100 Members)	204-1499	$ 9,000.00	$ 8,618.24
Salesforce.com	Partner Community Members Sandbox (500 Members)	204-1500	$ 28,800.00	$ 27,578.36
Salesforce.com	Partner Community Members Sandbox (2500 Members)	204-1501	$ 126,000.00	$ 120,655.31
Salesforce.com	Partner Community Members Sandbox (10000 Members)	204-1502	$ 450,000.00	$ 430,911.84
Salesforce.com	Partner Community Logins Sandbox (200 Logins/Month)	204-1503	$ 9,000.00	$ 8,618.24
Salesforce.com	Partner Community Logins Sandbox (1000 Logins/Month)	204-1504	$ 28,800.00	$ 27,578.36
Salesforce.com	Partner Community Logins Sandbox (5000 Logins/Month)	204-1505	$ 126,000.00	$ 120,655.31
Salesforce.com	Partner Community Logins Sandbox (20000 Logins/Month)	204-1506	$ 450,000.00	$ 430,911.84
Salesforce.com	Partner Community Members Premier Support (20 Members)	204-1507	$ 1,260.00	$ 1,206.55
Salesforce.com	Partner Community Members Premier Support (100 Members)	204-1508	$ 4,500.00	$ 4,309.12
Salesforce.com	Partner Community Members Premier Support (500 Members)	204-1509	$ 14,400.00	$ 13,789.18
Salesforce.com	Partner Community Members Premier Support (2500 Members)	204-1510	$ 63,000.00	$ 60,327.66
Salesforce.com	Partner Community Members Premier Support (10000 Members)	204-1511	$ 225,000.00	$ 215,455.92
Salesforce.com	Partner Community Logins Premier Support (200 Logins/Month)	204-1512	$ 4,500.00	$ 4,309.12
Salesforce.com	Partner Community Logins Premier Support (1000 Logins/Month)	204-1513	$ 14,400.00	$ 13,789.18
Salesforce.com	Partner Community Logins Premier Support (5000 Logins/Month)	204-1514	$ 63,000.00	$ 60,327.66
Salesforce.com	Partner Community Logins Premier Support (20000 Logins/Month)	204-1515	$ 225,000.00	$ 215,455.92
Salesforce.com	Partner Community Members Premier Support+ (20 Members)	204-1516	$ 2,100.00	$ 2,010.92
Salesforce.com	Partner Community Members Premier Support+ (100 Members)	204-1517	$ 7,500.00	$ 7,181.86
Salesforce.com	Partner Community Members Premier Support+ (500 Members)	204-1518	$ 24,000.00	$ 22,981.96
Salesforce.com	Partner Community Members Premier Support+ (2500 Members)	204-1519	$ 105,000.00	$ 100,546.10
Salesforce.com	Partner Community Members Premier Support+ (10000 Members)	204-1520	$ 375,000.00	$ 359,093.20
Salesforce.com	Partner Community Logins Premier Support+ (200 Logins/Month)	204-1521	$ 7,500.00	$ 7,181.86
Salesforce.com	Partner Community Logins Premier Support+ (1000 Logins/Month)	204-1522	$ 24,000.00	$ 22,981.96
Salesforce.com	Partner Community Logins Premier Support+ (5000 Logins/Month)	204-1523	$ 105,000.00	$ 100,546.10
Salesforce.com	Partner Community Logins Premier Support+ (20000 Logins/Month)	204-1525	$ 375,000.00	$ 359,093.20
Salesforce.com	Force.com EE	204-1526	$ 960.00	$ 919.28
Salesforce.com	Force.com UE	204-1527	$ 1,800.00	$ 1,723.65
Salesforce.com	Force.com PXE	204-1528	$ 1,800.00	$ 1,723.65
Salesforce.com	Sales Cloud Group Edition Premier + Success Plan	204-1300PPS	$ 75.00	$ 71.82
Salesforce.com	Sales Cloud Group Edition Premier Success Plan	204-1300PS	$ 45.00	$ 43.09
Salesforce.com	Sales Cloud Group Edition Sandbox (Developer Pro)	204-1300SBD	$ 15.00	$ 14.36
Salesforce.com	Sales Cloud Group Edition Sandbox (Full Copy)	204-1300SBF	$ 90.00	$ 86.18
Salesforce.com	Sales Cloud Group Edition Sandbox (Partial Copy)	204-1300SBP	$ 60.00	$ 57.45
Salesforce.com	Sales Cloud Professional Edition Premier + Success	204-1301PPS	$ 195.00	$ 186.73
Salesforce.com	Sales Cloud Professional Edition Premier Success	204-1301PS	$ 117.00	$ 112.04
Salesforce.com	Sales Cloud Professional Edition Sandbox (Developer Pro)	204-1301SBD	$ 39.00	$ 37.35
Salesforce.com	Sales Cloud Professional Edition Sandbox (Full Copy)	204-1301SBF	$ 234.00	$ 224.07
Salesforce.com	Sales Cloud Professional Edition Sandbox (Partial Copy)	204-1301SBP	$ 156.00	$ 149.38
Salesforce.com	Sales Cloud Enterprise Edition Premier + Success	204-1302PPS	$ 375.00	$ 359.09
Salesforce.com	Sales Cloud Enterprise Edition Premier Success	204-1302PS	$ 225.00	$ 215.46
Salesforce.com	Sales Cloud Enterprise Edition Sandbox (Developer Pro)	204-1302SBD	$ 75.00	$ 71.82
Salesforce.com	Sales Cloud Enterprise Edition Sandbox (Full Copy)	204-1302SBF	$ 450.00	$ 430.91
Salesforce.com	Sales Cloud Enterprise Edition Sandbox (Partial Copy)	204-1302SBP	$ 300.00	$ 287.27
Salesforce.com	Sales Cloud Unlimited Edition Sandbox (Developer Pro)	204-1303SBD	$ 150.00	$ 143.64
Salesforce.com	Sales Cloud Unlimited Edition Sandbox (Full Copy)	204-1303SBF	$ 900.00	$ 861.82
Salesforce.com	Sales Cloud Unlimited Edition Sandbox (Partial Copy)	204-1303SBP	$ 600.00	$ 574.55

Salesforce.com	Sales Cloud Contact Manager Edition Government Cloud	204-1304GC	$ 18.00	$ 17.24
Salesforce.com	Sales Cloud Contact Manager Edition Premier + Success	204-1304PPS	$ 15.00	$ 14.36
Salesforce.com	Sales Cloud Contact Manager Edition Premier Success	204-1304PS	$ 9.00	$ 8.62
Salesforce.com	Sales Cloud Contact Manager Edition Sandbox (Developer Pro)	204-1304SBD	$ 3.00	$ 2.87
Salesforce.com	Sales Cloud Contact Manager Edition Sandbox (Full Copy)	204-1304SBF	$ 18.00	$ 17.24
Salesforce.com	Sales Cloud Contact Manager Edition Sandbox (Partial Copy)	204-1304SBP	$ 12.00	$ 11.49
Salesforce.com	Service Cloud Professional Edition Government Cloud	204-1305GC	$ 234.00	$ 224.07
Salesforce.com	Service Cloud Professional Edition Premier + Success	204-1305PPS	$ 195.00	$ 186.73
Salesforce.com	Service Cloud Professional Edition Premier Success	204-1305PS	$ 117.00	$ 112.04
Salesforce.com	Service Cloud Professional Edition Sandbox (Developer Pro)	204-1305SBD	$ 39.00	$ 37.35
Salesforce.com	Service Cloud Professional Edition Sandbox (Full Copy)	204-1305SBF	$ 234.00	$ 224.07
Salesforce.com	Service Cloud Professional Edition Sandbox (Partial Copy)	204-1305SBP	$ 156.00	$ 149.38
Salesforce.com	Service Cloud Enterprise Edition Premier + Success	204-1306PPS	$ 405.00	$ 387.82
Salesforce.com	Service Cloud Enterprise Edition Premier Success	204-1306PS	$ 243.00	$ 232.69
Salesforce.com	Service Cloud Enterprise Edition Sandbox (Developer Pro)	204-1306SBD	$ 81.00	$ 77.56
Salesforce.com	Service Cloud Enterprise Edition Sandbox (Full Copy)	204-1306SBF	$ 486.00	$ 465.38
Salesforce.com	Service Cloud Enterprise Edition Sandbox (Partial Copy)	204-1306SBP	$ 324.00	$ 310.26
Salesforce.com	Service Cloud Unlimted Edition Sandbox (Developer Pro)	204-1307SBD	$ 156.00	$ 149.38
Salesforce.com	Service Cloud Unlimited Edition Sandbox (Full Copy)	204-1307SBF	$ 936.00	$ 896.30
Salesforce.com	Service Cloud Unlimted Edition Sandbox (Partial Copy)	204-1307SBP	$ 624.00	$ 597.53
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Sandbox (Developer Pro)	204-1308SBD	$ 111.00	$ 106.29
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Sandbox (Full Copy)	204-1308SBF	$ 666.00	$ 637.75
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Sandbox (Partial Copy)	204-1308SBP	$ 444.00	$ 425.17
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Sandbox (Developer Pro)	204-1309SBD	$ 186.00	$ 178.11
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Sandbox (Full Copy)	204-1309SBF	$ 1,116.00	$ 1,068.66
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Sandbox (Partial Copy)	204-1309SBP	$ 744.00	$ 712.44
Salesforce.com	Force.com Enterprise Edition Premier + Success	204-1315PPS	$ 930.00	$ 890.55
Salesforce.com	Force.com Enterprise Edition Premier Success	204-1315PS	$ 558.00	$ 534.33
Salesforce.com	Force.com Enterprise Edition Sandbox (Developer Pro)	204-1315SBD	$ 186.00	$ 178.11
Salesforce.com	Force.com Enterprise Edition Sandbox (Full Copy)	204-1315SBF	$ 1,116.00	$ 1,068.66
Salesforce.com	Force.com Enterprise Edition Sandbox (Partial Copy)	204-1315SBP	$ 744.00	$ 712.44
Salesforce.com	Force.com (Admin) Enterprise Edition Government Cloud	204-1319GC	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Enterprise Edition Premier + Success	204-1319PPS	$ 225.00	$ 215.46
Salesforce.com	Force.com (Admin) Enterprise Edition Premier Success	204-1319PS	$ 135.00	$ 129.27
Salesforce.com	Force.com (Admin) Enterprise Edition Sandbox (Developer Pro)	204-1319SBD	$ 45.00	$ 43.09
Salesforce.com	Force.com (Admin) Enterprise Edition Sandbox (Full Copy)	204-1319SBF	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Unlimited Edition Government Cloud	204-1320GC	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Unlimited Edition Sandbox (Developer Pro)	204-1320SBD	$ 45.00	$ 43.09
Salesforce.com	Force.com (Admin) Unlimited Edition Sandbox (Full Copy)	204-1320SBF	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Unlimited Edition Sandbox (Partial Copy)	204-1320SBP	$ 180.00	$ 172.36
Salesforce.com	Sales Cloud Performance Edition Sandbox (Developer Pro)	204-1486SBD	$ 171.00	$ 163.75
Salesforce.com	Sales Cloud Performance Edition Sandbox (Full Copy)	204-1486SBF	$ 1,026.00	$ 982.48
Salesforce.com	Sales Cloud Performance Edition Sandbox (Partial Copy)	204-1486SBP	$ 684.00	$ 654.99
Salesforce.com	Service Cloud Performance Edition Sandbox (Developer Pro)	204-1487SBD	$ 171.00	$ 163.75
Salesforce.com	Service Cloud Performance Edition Sandbox (Full Copy)	204-1487SBF	$ 1,026.00	$ 982.48
Salesforce.com	Service Cloud Performance Edition Sandbox (Partial Copy)	204-1487SBP	$ 684.00	$ 654.99
Salesforce.com	Force.com EE Government Cloud	204-1526GC	$ 288.00	$ 275.78
Salesforce.com	Force.com EE Premier + Success	204-1526PPS	$ 240.00	$ 229.82
Salesforce.com	Force.com EE Premier Success	204-1526PS	$ 144.00	$ 137.89

Salesforce.com	Force.com EE Sandbox (Developer Pro)	204-1526SBD	$ 48.00	$ 45.96
Salesforce.com	Force.com EE Sandbox (Full Copy)	204-1526SBF	$ 288.00	$ 275.78
Salesforce.com	Force.com EE Sandbox (Partial Copy)	204-1526SBP	$ 192.00	$ 183.86
Salesforce.com	Force.com UE Government Cloud	204-1527GC	$ 540.00	$ 517.09
Salesforce.com	Force.com UE Sandbox (Developer Pro)	204-1527SBD	$ 90.00	$ 86.18
Salesforce.com	Force.com UE Sandbox (Full Copy)	204-1527SBF	$ 540.00	$ 517.09
Salesforce.com	Force.com UE Sandbox (Partial Copy)	204-1527SBP	$ 360.00	$ 344.73
Salesforce.com	Force.com PXE Sandbox (Developer Pro)	204-1528SBD	$ 90.00	$ 86.18
Salesforce.com	Force.com PXE Sandbox (Full Copy)	204-1528SBF	$ 540.00	$ 517.09
Salesforce.com	Force.com PXE Sandbox (Partial Copy)	204-1528SBP	$ 360.00	$ 344.73
Salesforce.com	Additional Scheduled Analytics Bundle (price is per org)	204-1582	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org)	204-1583	$ 3,000.00	$ 2,872.75
Salesforce.com	Analytics Cloud - Wave Platform	204-1584	$ 480,000.00	$ 459,639.29
Salesforce.com	Analytics Cloud - Builder	204-1585	$ 3,000.00	$ 2,872.75
Salesforce.com	Analytics Cloud - Explorer	204-1586	$ 1,500.00	$ 1,436.37
Salesforce.com	Console for Sales Cloud	204-1587	$ 120.00	$ 114.91
Salesforce.com	Data Storage (10GB) (price is per org)	204-1588	$ 12,000.00	$ 11,490.98
Salesforce.com	File Storage (1TB) (price is per org)	204-1589	$ 3,600.00	$ 3,447.29
Salesforce.com	Customer Community Members (5000 Members)	204-1479	$ 52,800.00	$ 50,539.04
Salesforce.com	Customer Community Members (5000 Members) Government Cloud	204-1479GC	$ 15,840.00	$ 15,161.71
Salesforce.com	Customer Community Members (25000 Members)	204-1480	$ 132,000.00	$ 126,347.61
Salesforce.com	Customer Community Members (25000 Members) Government Cloud	204-1480GC	$ 39,600.00	$ 37,904.28
Salesforce.com	Customer Community Logins (20000 Logins/Month)	204-1483	$ 52,800.00	$ 50,539.04
Salesforce.com	Customer Community Logins (20000 Logins/Month) Government Cloud	204-1483GC	$ 15,840.00	$ 15,161.71
Salesforce.com	Partner Community Members (2500 Members)	204-1471	$ 384,000.00	$ 367,556.68
Salesforce.com	Partner Community Members (2500 Members) Government Cloud	204-1471GC	$ 115,200.00	$ 110,267.00
Salesforce.com	Partner Community Members Premier Support+ (2500 Members)	204-1471PPS	$ 96,000.00	$ 91,889.17
Salesforce.com	Partner Community Members Premier Support (2500 Members)	204-1471PS	$ 57,600.00	$ 55,133.50
Salesforce.com	Partner Community Members Sandbox (2500 Members)	204-1471SB	$ 115,200.00	$ 110,267.00
Salesforce.com	Partner Community Members (10000 Members)	204-1472	$ 810,000.00	$ 775,314.86
Salesforce.com	Partner Community Members (10000 Members) Government Cloud	204-1472GC	$ 243,000.00	$ 232,594.46
Salesforce.com	Partner Community Members Premier Support+ (10000 Members)	204-1472PPS	$ 202,500.00	$ 193,828.72
Salesforce.com	Partner Community Members Premier Support (10000 Members)	204-1472PS	$ 121,500.00	$ 116,297.23
Salesforce.com	Partner Community Logins (200 Logins/Month)	204-1473	$ 24,000.00	$ 22,972.29
Salesforce.com	Partner Community Logins (200 Logins/Month) Government Cloud	204-1473GC	$ 7,200.00	$ 6,891.69
Salesforce.com	Partner Community Logins Premier Support+ (200 Logins/Month)	204-1473PPS	$ 6,000.00	$ 5,743.07
Salesforce.com	Partner Community Logins Premier Support (200 Logins/Month)	204-1473PS	$ 3,600.00	$ 3,445.84
Salesforce.com	Partner Community Logins Sandbox (200 Logins/Month)	204-1473SB	$ 7,200.00	$ 6,891.69
Salesforce.com	Partner Community Logins (1000 Logins/Month)	204-1474	$ 78,000.00	$ 74,659.95
Salesforce.com	Partner Community Logins (1000 Logins/Month) Government Cloud	204-1474GC	$ 23,400.00	$ 22,397.98
Salesforce.com	Partner Community Logins Premier Support+ (1000 Logins/Month)	204-1474PPS	$ 19,500.00	$ 18,664.99
Salesforce.com	Partner Community Logins Premier Support (1000 Logins/Month)	204-1474PS	$ 11,700.00	$ 11,198.99
Salesforce.com	Partner Community Logins Sandbox (1000 Logins/Month)	204-1474SB	$ 23,400.00	$ 22,397.98
Salesforce.com	Partner Community Logins (5000 Logins/Month)	204-1475	$ 240,000.00	$ 229,722.92
Salesforce.com	Partner Community Logins (5000 Logins/Month) Government Cloud	204-1475GC	$ 72,000.00	$ 68,916.88
Salesforce.com	Partner Community Logins Premier Support+ (5000 Logins/Month)	204-1475PPS	$ 60,000.00	$ 57,430.73
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Sanbox (Developer Pro)	204-1641SBD	$ 8.00	$ 7.73
Salesforce.com	Salesforce Event Monitoring (10% of List Price per $100 of List Licence)	204-EM	$ 10.00	$ 9.65
Salesforce.com	Field Audit Trail (10% of List Price per $100 of List Licence)	204-FAT	$ 10.00	$ 9.65

Salesforce.com	Platform Encryption (20% of List Price per $100 of List Licence)	204-PLT-E	$ 20.00	$ 19.29
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Premier Success	204-1641PS	$ 24.00	$ 23.15
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Sanbox (Developer Pro)	204-1647SBD	$ 24.00	$ 23.15
Salesforce.com	Salesforce Shield (30% of List Price per $100 of List Licence)	204-SFS	$ 30.00	$ 28.94
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Sanbox (Developer Pro)	204-1644SBD	$ 30.00	$ 28.94
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members (Partial Copy)	204-1641SBP	$ 32.00	$ 30.87
Salesforce.com	Customer Community Members- 10 Members Sanbox (Developer Pro)	204-1631SBD	$ 40.00	$ 38.59
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Premier+ Success	204-1641PPS	$ 40.00	$ 38.59
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Government Cloud	204-1641GC	$ 48.00	$ 46.30
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Sandbox (Full Copy)	204-1641SBF	$ 48.00	$ 46.30
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Sanbox (Developer Pro)	204-1637SBD	$ 60.00	$ 57.88
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Premier Success	204-1647PS	$ 72.00	$ 69.45
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Premier Success	204-1644PS	$ 90.00	$ 86.82
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Sanbox (Developer Pro)	204-1645SBD	$ 96.00	$ 92.60
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members (Partial Copy)	204-1647SBP	$ 96.00	$ 92.60
Salesforce.com	Customer Community Plus- 10 Members Sanbox (Developer Pro)	204-1619SBD	$ 120.00	$ 115.76
Salesforce.com	Customer Community Members- 10 Members Premier Success	204-1631PS	$ 120.00	$ 115.76
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month (Partial Copy)	204-1644SBP	$ 120.00	$ 115.76
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Premier+ Success	204-1647PPS	$ 120.00	$ 115.76
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Government Cloud	204-1647GC	$ 144.00	$ 138.91
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Sandbox (Full Copy)	204-1647SBF	$ 144.00	$ 138.91
Salesforce.com	Customer Community Logins- 200 Logins/Month Sanbox (Developer Pro)	204-1634SBD	$ 150.00	$ 144.70
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Premier+ Success	204-1644PPS	$ 150.00	$ 144.70
Salesforce.com	Customer Community Members- 10 Members (Partial Copy)	204-1631SBP	$ 160.00	$ 154.34
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members	204-1641	$ 160.00	$ 154.34
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Premier Success	204-1637PS	$ 180.00	$ 173.63
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Government Cloud	204-1644GC	$ 180.00	$ 173.63
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Sandbox (Full Copy)	204-1644SBF	$ 180.00	$ 173.63
Salesforce.com	Customer Community Members- 10 Members Premier+ Success	204-1631PPS	$ 200.00	$ 192.93
Salesforce.com	Customer Community Member (100 Members) Sandbox (Developer Pro)	204-1477SBD	$ 210.00	$ 202.57
Salesforce.com	Customer Community Members- 10 Members Government Cloud	204-1631GC	$ 240.00	$ 231.51
Salesforce.com	Customer Community Members- 10 Members Sandbox (Full Copy)	204-1631SBF	$ 240.00	$ 231.51
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) (Partial Copy)	204-1637SBP	$ 240.00	$ 231.51
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Sanbox (Developer Pro)	204-1653SBD	$ 280.00	$ 270.10
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Premier Success	204-1645PS	$ 288.00	$ 277.81
Salesforce.com	Partner Community Members - 10 Members Sandbox (Developer Pro)	204-1612SBD	$ 300.00	$ 289.39
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Premier+ Success	204-1637PPS	$ 300.00	$ 289.39
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Sanbox (Developer Pro)	204-1646SBD	$ 300.00	$ 289.39
Salesforce.com	Customer Community Plus- 10 Members Premier Success	204-1619PS	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Government Cloud	204-1637GC	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Sandbox (Full Copy)	204-1637SBF	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Sanbox (Developer Pro)	204-1648SBD	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month (Partial Copy)	204-1645SBP	$ 384.00	$ 370.42
Salesforce.com	Customer Community Logins- 200 Logins/Month Premier Success	204-1634PS	$ 450.00	$ 434.09
Salesforce.com	Customer Community Logins- 1000 Logins/Month Sanbox (Developer Pro)	204-1635SBD	$ 450.00	$ 434.09
Salesforce.com	Customer Community Plus- 10 Members (Partial Copy)	204-1619SBP	$ 480.00	$ 463.02
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Sanbox (Developer Pro)	204-1642SBD	$ 480.00	$ 463.02
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Premier+ Success	204-1645PPS	$ 480.00	$ 463.02
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members	204-1647	$ 480.00	$ 463.02

Salesforce.com	Heroku - 1 Dyno	204-1610	$ 540.00	$ 520.90
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Government Cloud	204-1645GC	$ 576.00	$ 555.63
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Sandbox (Full Copy)	204-1645SBF	$ 576.00	$ 555.63
Salesforce.com	Data.com Premium Add on	204-1609	$ 600.00	$ 578.78
Salesforce.com	Customer Community Plus- 10 Members Premier+ Success	204-1619PPS	$ 600.00	$ 578.78
Salesforce.com	Customer Community Logins- 200 Logins/Month (Partial Copy)	204-1634SBP	$ 600.00	$ 578.78
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month	204-1644	$ 600.00	$ 578.78
Salesforce.com	Salesforce Engage	204-1673	$ 600.00	$ 578.78
Salesforce.com	Customer Community Member (500 Members) Sandbox (Developer Pro)	204-1478SBD	$ 600.00	$ 578.78
Salesforce.com	Customer Community Logins (2000 logins/month) Sandbox (Developer Pro)	204-1482SBD	$ 600.00	$ 578.78
Salesforce.com	Customer Community Member (100 Members) Premier Success	204-1477PS	$ 630.00	$ 607.72
Salesforce.com	Customer Community Plus- 10 Members Government Cloud	204-1619GC	$ 720.00	$ 694.54
Salesforce.com	Customer Community Plus- 10 Members Sandbox (Full Copy)	204-1619SBF	$ 720.00	$ 694.54
Salesforce.com	Customer Community Logins- 200 Logins/Month Premier+ Success	204-1634PPS	$ 750.00	$ 723.48
Salesforce.com	Customer Community Members- 10 Members	204-1631	$ 800.00	$ 771.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Premier Success	204-1653PS	$ 840.00	$ 810.29
Salesforce.com	Customer Community Member (100 Members) Sandbox (Partial Copy)	204-1477SBP	$ 840.00	$ 810.29
Salesforce.com	Partner Community Members - 10 Members Premier Success	204-1612PS	$ 900.00	$ 868.17
Salesforce.com	Customer Community Logins- 200 Logins/Month Government Cloud	204-1634GC	$ 900.00	$ 868.17
Salesforce.com	Customer Community Logins- 200 Logins/Month Sandbox (Full Copy)	204-1634SBF	$ 900.00	$ 868.17
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Premier Success	204-1646PS	$ 900.00	$ 868.17
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Sanbox (Developer Pro)	204-1654SBD	$ 900.00	$ 868.17
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Sandbox (Developer Pro)	204-1640SBD	$ 960.00	$ 926.05
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Sanbox (Developer Pro)	204-1643SBD	$ 1,020.00	$ 983.93
Salesforce.com	Customer Community Member (100 Members) Premier+ Success	204-1477PPS	$ 1,050.00	$ 1,012.87
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Premier Success	204-1648PS	$ 1,080.00	$ 1,041.81
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month (Partial Copy)	204-1653SBP	$ 1,120.00	$ 1,080.39
Salesforce.com	Partner Community Members - 10 Members Sandbox (Partial Copy)	204-1612SBP	$ 1,200.00	$ 1,157.56
Salesforce.com	Additional 10 Objects for Partner Community Members (10 Members)	204-1637	$ 1,200.00	$ 1,157.56
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month (Partial Copy)	204-1646SBP	$ 1,200.00	$ 1,157.56
Salesforce.com	Pardot- Database - Additional Database Contacts (10000)	204-1657	$ 1,200.00	$ 1,157.56
Salesforce.com	Pardot- Database - File Hosting (500MB)	204-1661	$ 1,200.00	$ 1,157.56
Salesforce.com	Pardot- Database - Inbound Marketing (SEO & Competitor)	204-1664	$ 1,200.00	$ 1,157.56
Salesforce.com	Customer Community Member (100 Members) Sandbox (Full Copy)	204-1477SBF	$ 1,260.00	$ 1,215.44
Salesforce.com	Customer Community Logins- 1000 Logins/Month Premier Success	204-1635PS	$ 1,350.00	$ 1,302.26
Salesforce.com	Customer Community Plus- 1000 Logins/Month Sanbox (Developer Pro)	204-1626SBD	$ 1,400.00	$ 1,350.49
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Premier+ Success	204-1653PPS	$ 1,400.00	$ 1,350.49
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Premier Success	204-1642PS	$ 1,440.00	$ 1,389.07
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members (Partial Copy)	204-1648SBP	$ 1,440.00	$ 1,389.07
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Sanbox (Developer Pro)	204-1649SBD	$ 1,440.00	$ 1,389.07
Salesforce.com	Partner Community Members - 10 Members Premier+ Success	204-1612PPS	$ 1,500.00	$ 1,446.95
Salesforce.com	Customer Community Logins- 5000 Logins/Month Sanbox (Developer Pro)	204-1636SBD	$ 1,500.00	$ 1,446.95
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Premier+ Success	204-1646PPS	$ 1,500.00	$ 1,446.95
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Sanbox (Developer Pro)	204-1650SBD	$ 1,620.00	$ 1,562.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Government Cloud	204-1653GC	$ 1,680.00	$ 1,620.59
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Sandbox (Full Copy)	204-1653SBF	$ 1,680.00	$ 1,620.59
Salesforce.com	Partner Community Members - 10 Members Government Cloud	204-1612GC	$ 1,800.00	$ 1,736.34
Salesforce.com	Partner Community Members - 10 Members Sandbox (Full Copy)	204-1612SBF	$ 1,800.00	$ 1,736.34
Salesforce.com	Customer Community Plus- 500 Members Sanbox (Developer Pro)	204-1620SBD	$ 1,800.00	$ 1,736.34

Salesforce.com	Customer Community Logins- 1000 Logins/Month (Partial Copy)	204-1635SBP	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Government Cloud	204-1646GC	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Sandbox (Full Copy)	204-1646SBF	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Premier+ Success	204-1648PPS	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Sanbox (Developer Pro)	204-1655SBD	$ 1,800.00	$ 1,736.34
Salesforce.com	Customer Community Member (500 Members) Premier Success	204-1478PS	$ 1,800.00	$ 1,736.34
Salesforce.com	Customer Community Logins (2000 logins/month) Premier Success	204-1482PS	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members (Partial Copy)	204-1642SBP	$ 1,920.00	$ 1,852.10
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month	204-1645	$ 1,920.00	$ 1,852.10
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Government Cloud	204-1648GC	$ 2,160.00	$ 2,083.61
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Sandbox (Full Copy)	204-1648SBF	$ 2,160.00	$ 2,083.61
Salesforce.com	Customer Community Logins- 1000 Logins/Month Premier+ Success	204-1635PPS	$ 2,250.00	$ 2,170.43
Salesforce.com	Customer Community Plus- 10 Members	204-1619	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Members- 2500 Members Sanbox (Developer Pro)	204-1632SBD	$ 2,400.00	$ 2,315.12
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Premier+ Success	204-1642PPS	$ 2,400.00	$ 2,315.12
Salesforce.com	Public Communities Page Views (1 million/month) Sanbox (Developer Pro)	204-1656SBD	$ 2,400.00	$ 2,315.12
Salesforce.com	Pardot- Database - Automation Rules (50)	204-1670	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Member (500 Members) Sandbox (Partial Copy)	204-1478SBP	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Logins (2000 logins/month) Sandbox (Partial Copy)	204-1482SBP	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Logins- 1000 Logins/Month Government Cloud	204-1635GC	$ 2,700.00	$ 2,604.51
Salesforce.com	Customer Community Logins- 1000 Logins/Month Sandbox (Full Copy)	204-1635SBF	$ 2,700.00	$ 2,604.51
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Premier Success	204-1654PS	$ 2,700.00	$ 2,604.51
Salesforce.com	Customer Community Member (5000 Members) Sandbox (Developer Pro)	204-1479SBD	$ 2,700.00	$ 2,604.51
Salesforce.com	Customer Community Member (5000 Members) Sandbox (Partial Copy)	204-1479SBP	$ 2,700.00	$ 2,604.51
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Premier Success	204-1640PS	$ 2,880.00	$ 2,778.15
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Government Cloud	204-1642GC	$ 2,880.00	$ 2,778.15
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Sandbox (Full Copy)	204-1642SBF	$ 2,880.00	$ 2,778.15
Salesforce.com	Customer Community Logins- 200 Logins/Month	204-1634	$ 3,000.00	$ 2,893.90
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Sanbox (Developer Pro)	204-1651SBD	$ 3,000.00	$ 2,893.90
Salesforce.com	Customer Community Member (500 Members) Premier+ Success	204-1478PPS	$ 3,000.00	$ 2,893.90
Salesforce.com	Customer Community Logins (2000 logins/month) Premier+ Success	204-1482PPS	$ 3,000.00	$ 2,893.90
Salesforce.com	Customer Community Logins (20000 logins/month) Sandbox (Developer Pro)	204-1483SBD	$ 3,000.00	$ 2,893.90
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Premier Success	204-1643PS	$ 3,060.00	$ 2,951.78
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month (Partial Copy)	204-1654SBP	$ 3,600.00	$ 3,472.69
Salesforce.com	Customer Community Member (500 Members) Sandbox (Full Copy)	204-1478SBF	$ 3,600.00	$ 3,472.69
Salesforce.com	Customer Community Logins (2000 logins/month) Sandbox (Full Copy)	204-1482SBF	$ 3,600.00	$ 3,472.69
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Sandbox (Partial Copy)	204-1640SBP	$ 3,840.00	$ 3,704.20
Salesforce.com	Pardot- Database - Quick Start (one time fee)	204-1671	$ 4,000.00	$ 3,858.54
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members (Partial Copy)	204-1643SBP	$ 4,080.00	$ 3,935.71
Salesforce.com	Customer Community Plus- 1000 Logins/Month Premier Success	204-1626PS	$ 4,200.00	$ 4,051.47
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Sanbox (Developer Pro)	204-1638SBD	$ 4,320.00	$ 4,167.22
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Premier Success	204-1649PS	$ 4,320.00	$ 4,167.22
Salesforce.com	Customer Community Plus- 5000 Logins/Month Sanbox (Developer Pro)	204-1627SBD	$ 4,500.00	$ 4,340.86
Salesforce.com	Customer Community Logins- 5000 Logins/Month Premier Success	204-1636PS	$ 4,500.00	$ 4,340.86
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Sanbox (Developer Pro)	204-1652SBD	$ 4,500.00	$ 4,340.86
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Premier+ Success	204-1654PPS	$ 4,500.00	$ 4,340.86
Salesforce.com	Partner Community Logins- 2000 Logins/Month Sandbox (Developer Pro)	204-1616SBD	$ 4,800.00	$ 4,630.25
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Premier+ Success	204-1640PPS	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Custom Object Intergration (4)	204-1658	$ 4,800.00	$ 4,630.25

Salesforce.com	Pardot- Database - API Access (100000/day)	204-1659	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Advanced Email Analytics	204-1660	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Advanced Dynamic Content	204-1662	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Google Adwords Integration	204-1665	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Social Profiles & Lookups	204-1667	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Expansion Pack	204-1669	$ 4,800.00	$ 4,630.25
Salesforce.com	BCC Email Compliance	204-1672	$ 4,800.00	$ 4,630.25
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Premier Success	204-1650PS	$ 4,860.00	$ 4,688.12
Salesforce.com	Customer Community Members- 10000 Members Sanbox (Developer Pro)	204-1633SBD	$ 5,100.00	$ 4,919.64
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Premier+ Success	204-1643PPS	$ 5,100.00	$ 4,919.64
Salesforce.com	Customer Community Plus- 500 Members Premier Success	204-1620PS	$ 5,400.00	$ 5,209.03
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Government Cloud	204-1654GC	$ 5,400.00	$ 5,209.03
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Sandbox (Full Copy)	204-1654SBF	$ 5,400.00	$ 5,209.03
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Premier Success	204-1655PS	$ 5,400.00	$ 5,209.03
Salesforce.com	Customer Community Plus- 1000 Logins/Month (Partial Copy)	204-1626SBP	$ 5,600.00	$ 5,401.95
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month	204-1653	$ 5,600.00	$ 5,401.95
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Government Cloud	204-1640GC	$ 5,760.00	$ 5,556.30
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Sandbox (Full Copy)	204-1640SBF	$ 5,760.00	$ 5,556.30
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members (Partial Copy)	204-1649SBP	$ 5,760.00	$ 5,556.30
Salesforce.com	Partner Community Members - 10 Members	204-1612	$ 6,000.00	$ 5,787.81
Salesforce.com	Customer Community Logins- 5000 Logins/Month (Partial Copy)	204-1636SBP	$ 6,000.00	$ 5,787.81
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month	204-1646	$ 6,000.00	$ 5,787.81
Salesforce.com	Pardot- Database - Dedicated IP	204-1663	$ 6,000.00	$ 5,787.81
Salesforce.com	Pardot- Database - Custom User Roles (Unlimited)	204-1666	$ 6,000.00	$ 5,787.81
Salesforce.com	Customer Community Logins (100000 logins/month) Sandbox (Developer Pro)	204-1484SBD	$ 6,000.00	$ 5,787.81
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Government Cloud	204-1643GC	$ 6,120.00	$ 5,903.56
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Sandbox (Full Copy)	204-1643SBF	$ 6,120.00	$ 5,903.56
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members (Partial Copy)	204-1650SBP	$ 6,480.00	$ 6,250.83
Salesforce.com	Customer Community Plus- 1000 Logins/Month Premier+ Success	204-1626PPS	$ 7,000.00	$ 6,752.44
Salesforce.com	Customer Community Plus- 500 Members (Partial Copy)	204-1620SBP	$ 7,200.00	$ 6,945.37
Salesforce.com	Customer Community Plus- 2500 Members Sanbox (Developer Pro)	204-1621SBD	$ 7,200.00	$ 6,945.37
Salesforce.com	Customer Community Members- 2500 Members Premier Success	204-1632PS	$ 7,200.00	$ 6,945.37
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members	204-1648	$ 7,200.00	$ 6,945.37
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Premier+ Success	204-1649PPS	$ 7,200.00	$ 6,945.37
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month (Partial Copy)	204-1655SBP	$ 7,200.00	$ 6,945.37
Salesforce.com	Public Communities Page Views (1 million/month) Premier Success	204-1656PS	$ 7,200.00	$ 6,945.37
Salesforce.com	Customer Community Logins- 5000 Logins/Month Premier+ Success	204-1636PPS	$ 7,500.00	$ 7,234.76
Salesforce.com	Customer Community Member (25000 Members) Sandbox (Developer Pro)	204-1480SBD	$ 7,500.00	$ 7,234.76
Salesforce.com	Customer Community Plus- 5000 Members Sanbox (Developer Pro)	204-1622SBD	$ 8,100.00	$ 7,813.54
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Premier+ Success	204-1650PPS	$ 8,100.00	$ 7,813.54
Salesforce.com	Customer Community Member (5000 Members) Premier Success	204-1479PS	$ 8,100.00	$ 7,813.54
Salesforce.com	Customer Community Plus- 1000 Logins/Month Government Cloud	204-1626GC	$ 8,400.00	$ 8,102.93
Salesforce.com	Customer Community Plus- 1000 Logins/Month Sandbox (Full Copy)	204-1626SBF	$ 8,400.00	$ 8,102.93
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Government Cloud	204-1649GC	$ 8,640.00	$ 8,334.44
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Sandbox (Full Copy)	204-1649SBF	$ 8,640.00	$ 8,334.44
Salesforce.com	Customer Community Plus- 500 Members Premier+ Success	204-1620PPS	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Plus- 20000 Logins/Month Sanbox (Developer Pro)	204-1628SBD	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Logins- 1000 Logins/Month	204-1635	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Logins- 5000 Logins/Month Government Cloud	204-1636GC	$ 9,000.00	$ 8,681.71

Salesforce.com	Customer Community Logins- 5000 Logins/Month Sandbox (Full Copy)	204-1636SBF	$ 9,000.00	$ 8,681.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Premier Success	204-1651PS	$ 9,000.00	$ 8,681.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Premier+ Success	204-1655PPS	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Logins (20000 logins/month) Premier Success	204-1483PS	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Members- 2500 Members (Partial Copy)	204-1632SBP	$ 9,600.00	$ 9,260.49
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members	204-1642	$ 9,600.00	$ 9,260.49
Salesforce.com	Public Communities Page Views (1 million/month) (Partial Copy)	204-1656SBP	$ 9,600.00	$ 9,260.49
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Government Cloud	204-1650GC	$ 9,720.00	$ 9,376.25
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Sandbox (Full Copy)	204-1650SBF	$ 9,720.00	$ 9,376.25
Salesforce.com	Customer Community Plus- 500 Members Government Cloud	204-1620GC	$ 10,800.00	$ 10,418.06
Salesforce.com	Customer Community Plus- 500 Members Sandbox (Full Copy)	204-1620SBF	$ 10,800.00	$ 10,418.06
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Government Cloud	204-1655GC	$ 10,800.00	$ 10,418.06
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Sandbox (Full Copy)	204-1655SBF	$ 10,800.00	$ 10,418.06
Salesforce.com	Customer Community Members- 2500 Members Premier+ Success	204-1632PPS	$ 12,000.00	$ 11,575.62
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Sanbox (Developer Pro)	204-1639SBD	$ 12,000.00	$ 11,575.62
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members (Partial Copy)	204-1651SBP	$ 12,000.00	$ 11,575.62
Salesforce.com	Public Communities Page Views (1 million/month) Premier+ Success	204-1656PPS	$ 12,000.00	$ 11,575.62
Salesforce.com	Pardot- Database - Phone Support	204-1668	$ 12,000.00	$ 11,575.62
Salesforce.com	Customer Community Logins (20000 logins/month) Sandbox (Partial Copy)	204-1483SBP	$ 12,000.00	$ 11,575.62
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Premier Success	204-1638PS	$ 12,960.00	$ 12,501.67
Salesforce.com	Customer Community Plus- 5000 Logins/Month Premier Success	204-1627PS	$ 13,500.00	$ 13,022.57
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Premier Success	204-1652PS	$ 13,500.00	$ 13,022.57
Salesforce.com	Customer Community Member (5000 Members) Premier+ Success	204-1479PPS	$ 13,500.00	$ 13,022.57
Salesforce.com	Heroku - 1000 Add On Credit	204-1611	$ 14,400.00	$ 13,890.74
Salesforce.com	Partner Community Logins- 2000 Logins/Month Premier Success	204-1616PS	$ 14,400.00	$ 13,890.74
Salesforce.com	Customer Community Members- 2500 Members Government Cloud	204-1632GC	$ 14,400.00	$ 13,890.74
Salesforce.com	Customer Community Members- 2500 Members Sandbox (Full Copy)	204-1632SBF	$ 14,400.00	$ 13,890.74
Salesforce.com	Public Communities Page Views (1 million/month) Government Cloud	204-1656GC	$ 14,400.00	$ 13,890.74
Salesforce.com	Public Communities Page Views (1 million/month) Sandbox (Full Copy)	204-1656SBF	$ 14,400.00	$ 13,890.74
Salesforce.com	Customer Community Plus- 10000 Members Sanbox (Developer Pro)	204-1623SBD	$ 15,000.00	$ 14,469.52
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Premier+ Success	204-1651PPS	$ 15,000.00	$ 14,469.52
Salesforce.com	Customer Community Logins (20000 logins/month) Premier+ Success	204-1483PPS	$ 15,000.00	$ 14,469.52
Salesforce.com	Customer Community Members- 10000 Members Premier Success	204-1633PS	$ 15,300.00	$ 14,758.91
Salesforce.com	Customer Community Member (5000 Members) Sandbox (Full Copy)	204-1479SBF	$ 16,200.00	$ 15,627.08
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) (Partial Copy)	204-1638SBP	$ 17,280.00	$ 16,668.89
Salesforce.com	Customer Community Plus- 5000 Logins/Month (Partial Copy)	204-1627SBP	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Government Cloud	204-1651GC	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Sandbox (Full Copy)	204-1651SBF	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members (Partial Copy)	204-1652SBP	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month	204-1654	$ 18,000.00	$ 17,363.43
Salesforce.com	Customer Community Logins (20000 logins/month) Sandbox (Full Copy)	204-1483SBF	$ 18,000.00	$ 17,363.43
Salesforce.com	Customer Community Plus- 5000 Members Premier Success	204-1622PS	$ 24,300.00	$ 23,440.62
Salesforce.com	Customer Community Members- 10000 Members Premier+ Success	204-1633PPS	$ 25,500.00	$ 24,598.19
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Government Cloud	204-1638GC	$ 25,920.00	$ 25,003.33
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Sandbox (Full Copy)	204-1638SBF	$ 25,920.00	$ 25,003.33
Salesforce.com	Customer Community Plus- 5000 Logins/Month Government Cloud	204-1627GC	$ 27,000.00	$ 26,045.14
Salesforce.com	Customer Community Plus- 5000 Logins/Month Sandbox (Full Copy)	204-1627SBF	$ 27,000.00	$ 26,045.14
Salesforce.com	Customer Community Plus- 20000 Logins/Month Premier Success	204-1628PS	$ 27,000.00	$ 26,045.14
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Government Cloud	204-1652GC	$ 27,000.00	$ 26,045.14

Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Sandbox (Full Copy)	204-1652SBF	$ 27,000.00	$ 26,045.14
Salesforce.com	Customer Community Plus- 1000 Logins/Month	204-1626	$ 28,000.00	$ 27,009.77
Salesforce.com	Partner Community Logins- 2000 Logins/Month Government Cloud	204-1616GC	$ 28,800.00	$ 27,781.48
Salesforce.com	Partner Community Logins- 2000 Logins/Month Sandbox (Full Copy)	204-1616SBF	$ 28,800.00	$ 27,781.48
Salesforce.com	Customer Community Plus- 2500 Members (Partial Copy)	204-1621SBP	$ 28,800.00	$ 27,781.48
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members	204-1649	$ 28,800.00	$ 27,781.48
Salesforce.com	Customer Community Logins- 5000 Logins/Month	204-1636	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Member (25000 Members) Sandbox (Partial Copy)	204-1480SBP	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Member (250000 Members) Sandbox (Developer Pro)	204-1481SBD	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Logins (100000 logins/month) Premier+ Success	204-1484PPS	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Logins (1000000 logins/month) Sandbox (Developer Pro)	204-1485SBD	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Members- 10000 Members Government Cloud	204-1633GC	$ 30,600.00	$ 29,517.82
Salesforce.com	Customer Community Members- 10000 Members Sandbox (Full Copy)	204-1633SBF	$ 30,600.00	$ 29,517.82
Salesforce.com	Customer Community Plus- 5000 Members (Partial Copy)	204-1622SBP	$ 32,400.00	$ 31,254.17
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members	204-1650	$ 32,400.00	$ 31,254.17
Salesforce.com	Customer Community Plus- 500 Members	204-1620	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Plus- 2500 Members Premier+ Success	204-1621PPS	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Plus- 20000 Logins/Month (Partial Copy)	204-1628SBP	$ 36,000.00	$ 34,726.85
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Premier Success	204-1639PS	$ 36,000.00	$ 34,726.85
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month	204-1655	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Logins (100000 logins/month) Sandbox (Full Copy)	204-1484SBF	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Member (25000 Members) Premier+ Success	204-1480PPS	$ 37,500.00	$ 36,173.80
Salesforce.com	Customer Community Plus- 5000 Members Premier+ Success	204-1622PPS	$ 40,500.00	$ 39,067.71
Salesforce.com	Customer Community Plus- 2500 Members Government Cloud	204-1621GC	$ 43,200.00	$ 41,672.22
Salesforce.com	Customer Community Plus- 2500 Members Sandbox (Full Copy)	204-1621SBF	$ 43,200.00	$ 41,672.22
Salesforce.com	Customer Community Plus- 10000 Members Premier Success	204-1623PS	$ 45,000.00	$ 43,408.56
Salesforce.com	Customer Community Plus- 20000 Logins/Month Premier+ Success	204-1628PPS	$ 45,000.00	$ 43,408.56
Salesforce.com	Customer Community Member (25000 Members) Sandbox (Full Copy)	204-1480SBF	$ 45,000.00	$ 43,408.56
Salesforce.com	Customer Community Members- 2500 Members	204-1632	$ 48,000.00	$ 46,302.47
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) (Partial Copy)	204-1639SBP	$ 48,000.00	$ 46,302.47
Salesforce.com	Public Communities Page Views (1 million/month)	204-1656	$ 48,000.00	$ 46,302.47
Salesforce.com	Customer Community Plus- 5000 Members Government Cloud	204-1622GC	$ 48,600.00	$ 46,881.25
Salesforce.com	Customer Community Plus- 5000 Members Sandbox (Full Copy)	204-1622SBF	$ 48,600.00	$ 46,881.25
Salesforce.com	Customer Community Plus- 20000 Logins/Month Government Cloud	204-1628GC	$ 54,000.00	$ 52,090.28
Salesforce.com	Customer Community Plus- 20000 Logins/Month Sandbox (Full Copy)	204-1628SBF	$ 54,000.00	$ 52,090.28
Salesforce.com	Partner Community Members- 25000 Members Sandbox (Developer Pro)	204-1614SBD	$ 60,000.00	$ 57,878.09
Salesforce.com	Customer Community Plus- 10000 Members (Partial Copy)	204-1623SBP	$ 60,000.00	$ 57,878.09
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Premier+ Success	204-1639PPS	$ 60,000.00	$ 57,878.09
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members	204-1651	$ 60,000.00	$ 57,878.09
Salesforce.com	Partner Community Members- 5000 Members Premier Success	204-1613PS	$ 64,800.00	$ 62,508.33
Salesforce.com	Customer Community Plus- 25000 Members Premier Success	204-1624PS	$ 67,500.00	$ 65,112.85
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Government Cloud	204-1639GC	$ 72,000.00	$ 69,453.70
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Sandbox (Full Copy)	204-1639SBF	$ 72,000.00	$ 69,453.70
Salesforce.com	Customer Community Plus- 10000 Members Premier+ Success	204-1623PPS	$ 75,000.00	$ 72,347.61
Salesforce.com	Partner Community Members- 5000 Members Sandbox (Partial Copy)	204-1613SBP	$ 86,400.00	$ 83,344.44
Salesforce.com	Additional 10 Objects for Partner Community Members (5000 Members)	204-1638	$ 86,400.00	$ 83,344.44
Salesforce.com	Customer Community Plus- 10000 Members Government Cloud	204-1623GC	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Plus- 10000 Members Sandbox (Full Copy)	204-1623SBF	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Plus- 25000 Members (Partial Copy)	204-1624SBP	$ 90,000.00	$ 86,817.13

Salesforce.com	Customer Community Plus- 5000 Logins/Month	204-1627	$ 90,000.00	$ 86,817.13
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members	204-1652	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Member (250000 Members) Premier Success	204-1481PS	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Logins (1000000 logins/month) Premier Success	204-1485PS	$ 90,000.00	$ 86,817.13
Salesforce.com	Partner Community Logins- 2000 Logins/Month	204-1616	$ 96,000.00	$ 92,604.94
Salesforce.com	Customer Community Members- 10000 Members	204-1633	$ 102,000.00	$ 98,392.75
Salesforce.com	Partner Community Members- 5000 Members Premier+ Success	204-1613PPS	$ 108,000.00	$ 104,180.55
Salesforce.com	Customer Community Plus- 25000 Members Premier+ Success	204-1624PPS	$ 112,500.00	$ 108,521.41
Salesforce.com	Customer Community Member (250000 Members) Sandbox (Partial Copy)	204-1481SBP	$ 120,000.00	$ 115,756.17
Salesforce.com	Customer Community Logins (1000000 logins/month) Sandbox (Partial Copy)	204-1485SBP	$ 120,000.00	$ 115,756.17
Salesforce.com	Partner Community Members- 5000 Members Government Cloud	204-1613GC	$ 129,600.00	$ 125,016.66
Salesforce.com	Partner Community Members- 5000 Members Sandbox (Full Copy)	204-1613SBF	$ 129,600.00	$ 125,016.66
Salesforce.com	Customer Community Plus- 25000 Members Government Cloud	204-1624GC	$ 135,000.00	$ 130,225.69
Salesforce.com	Customer Community Plus- 25000 Members Sandbox (Full Copy)	204-1624SBF	$ 135,000.00	$ 130,225.69
Salesforce.com	Customer Community Plus- 2500 Members	204-1621	$ 144,000.00	$ 138,907.41
Salesforce.com	Customer Community Member (250000 Members) Premier+ Success	204-1481PPS	$ 150,000.00	$ 144,695.21
Salesforce.com	Customer Community Logins (1000000 logins/month) Premier+ Success	204-1485PPS	$ 150,000.00	$ 144,695.21
Salesforce.com	Customer Community Plus- 5000 Members	204-1622	$ 162,000.00	$ 156,270.83
Salesforce.com	Partner Community Members- 25000 Members Premier Success	204-1614PS	$ 180,000.00	$ 173,634.26
Salesforce.com	Customer Community Plus- 20000 Logins/Month	204-1628	$ 180,000.00	$ 173,634.26
Salesforce.com	Customer Community Member (250000 Members) Sandbox (Full Copy)	204-1481SBF	$ 180,000.00	$ 173,634.26
Salesforce.com	Customer Community Logins (1000000 logins/month) Sandbox (Full Copy)	204-1485SBF	$ 180,000.00	$ 173,634.26
Salesforce.com	Partner Community Members- 25000 Members Sandbox (Partial Copy)	204-1614SBP	$ 240,000.00	$ 231,512.34
Salesforce.com	Additional 10 Objects for Partner Community Members (25000 Members)	204-1639	$ 240,000.00	$ 231,512.34
Salesforce.com	Partner Community Members- 25000 Members Premier+ Success	204-1614PPS	$ 300,000.00	$ 289,390.43
Salesforce.com	Partner Community Members Sandbox (20 Members)	204-1468SB	$ 2,520.00	$ 2,413.11
Salesforce.com	Partner Community Members Sandbox (100 Members)	204-1469SB	$ 9,000.00	$ 8,618.24
Salesforce.com	Partner Community Members Sandbox (500 Members)	204-1470SB	$ 28,800.00	$ 27,578.36
Salesforce.com	Partner Community Members Sandbox (10000 Members)	204-1472SB	$ 450,000.00	$ 430,911.84
Salesforce.com	Partner Community Members Premier Support (20 Members)	204-1468PS	$ 1,260.00	$ 1,206.55
Salesforce.com	Partner Community Members Premier Support (100 Members)	204-1469PS	$ 4,500.00	$ 4,309.12
Salesforce.com	Partner Community Members Premier Support (500 Members)	204-1470PS	$ 14,400.00	$ 13,789.18
Salesforce.com	Partner Community Members Premier Support+ (20 Members)	204-1468PPS	$ 2,100.00	$ 2,010.92
Salesforce.com	Partner Community Members Premier Support+ (100 Members)	204-1469PPS	$ 7,500.00	$ 7,181.86
Salesforce.com	Partner Community Members Premier Support+ (500 Members)	204-1470PPS	$ 24,000.00	$ 22,981.96
Salesforce.com	Customer Community Members Sandbox (500 Members)	204-1478SB	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Members Sandbox (5000 Members)	204-1479SB	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Plus (20 Members) Premier Support	204-1563PS	$ 540.00	$ 516.88
Salesforce.com	Customer Community Plus (100 Members) Premier Support	204-1564PS	$ 1,800.00	$ 1,722.92
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier Support	204-1565PS	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier Support	204-1566PS	$ 7,200.00	$ 6,891.69
Salesforce.com	Customer Community Plus (20 Members) Premier+ Support	204-1563PPS	$ 900.00	$ 861.46
Salesforce.com	Customer Community Plus (100 Members) Premier+ Support	204-1564PPS	$ 3,000.00	$ 2,871.54
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier+ Support	204-1565PPS	$ 2,100.00	$ 2,010.08
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier+ Support	204-1566PPS	$ 12,000.00	$ 11,486.15
Salesforce.com	Customer Community Plus (20 Members) Sandbox	204-1563SB	$ 1,080.00	$ 1,033.75
Salesforce.com	Customer Community Plus (100 Members) Sandbox	204-1564SB	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (200 Logins/Month) Sandbox	204-1565SB	$ 2,520.00	$ 2,412.09
Salesforce.com	Customer Community Plus (2000 Logins/Month) Sandbox	204-1566SB	$ 14,400.00	$ 13,783.38

Salesforce.com	Lightning Connect (Price is per connection)	204-1674	$ 48,000.00	$ 46,302.47
Salesforce.com	Analytics Cloud - Additional Data Rows (100 Million)	204-1675	$ 48,000.00	$ 46,302.47
Salesforce.com	Analytics Cloud - Additional Data Rows (100 Million) Government Cloud	204-1675GC	$ 14,400.00	$ 13,890.74
Salesforce.com	Analytics Cloud - Sales Wave Analytics App	204-1676	$ 900.00	$ 868.17
Salesforce.com	Customer Community Plus- 10000 Members	204-1623	$ 300,000.00	$ 289,390.43
Salesforce.com	Partner Community Members- 25000 Members Government Cloud	204-1614GC	$ 360,000.00	$ 347,268.51
Salesforce.com	Partner Community Members- 25000 Members Sandbox (Full Copy)	204-1614SBF	$ 360,000.00	$ 347,268.51
Salesforce.com	Partner Community Members- 5000 Members	204-1613	$ 432,000.00	$ 416,722.22
Salesforce.com	Customer Community Plus- 25000 Members	204-1624	$ 450,000.00	$ 434,085.64
Salesforce.com	Partner Community Members- 25000 Members	204-1614	$ 1,200,000.00	$ 1,157,561.71
Salesforce.com	Customer Community Logins (100000 logins/month) Premier Success	204-1484PS	$ 18,000.00	$ 17,363.43
Salesforce.com	Partner Community Logins- 2000 Logins/Month Sandbox (Partial Copy)	204-1616SBP	$ 19,200.00	$ 18,520.99
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month	204-1640	$ 19,200.00	$ 18,520.99
Salesforce.com	Customer Community Members- 10000 Members (Partial Copy)	204-1633SBP	$ 20,400.00	$ 19,678.55
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members	204-1643	$ 20,400.00	$ 19,678.55
Salesforce.com	Partner Community Members- 5000 Members Sandbox (Developer Pro)	204-1613SBD	$ 21,600.00	$ 20,836.11
Salesforce.com	Customer Community Plus- 2500 Members Premier Success	204-1621PS	$ 21,600.00	$ 20,836.11
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Premier+ Success	204-1638PPS	$ 21,600.00	$ 20,836.11
Salesforce.com	Customer Community Plus- 25000 Members Sanbox (Developer Pro)	204-1624SBD	$ 22,500.00	$ 21,704.28
Salesforce.com	Customer Community Plus- 5000 Logins/Month Premier+ Success	204-1627PPS	$ 22,500.00	$ 21,704.28
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Premier+ Success	204-1652PPS	$ 22,500.00	$ 21,704.28
Salesforce.com	Customer Community Member (25000 Members) Premier Success	204-1480PS	$ 22,500.00	$ 21,704.28
Salesforce.com	Partner Community Logins- 2000 Logins/Month Premier+ Success	204-1616PPS	$ 24,000.00	$ 23,151.23
Salesforce.com	Customer Community Logins (100000 logins/month) Sandbox (Partial Copy)	204-1484SBP	$ 24,000.00	$ 23,151.23
Salesforce.com	Partner Community Logins Premier Support (5000 Logins/Month)	204-1475PS	$ 36,000.00	$ 34,458.44
Salesforce.com	Partner Community Logins Sandbox (5000 Logins/Month)	204-1475SB	$ 72,000.00	$ 68,916.88
Salesforce.com	Partner Community Logins (20000 Logins/Month)	204-1476	$ 480,000.00	$ 459,445.84
Salesforce.com	Partner Community Logins (20000 Logins/Month) Government Cloud	204-1476GC	$ 144,000.00	$ 137,833.75
Salesforce.com	Partner Community Logins Premier Support (20000 Logins/Month)	204-1476PS	$ 72,000.00	$ 68,916.88
Salesforce.com	Partner Community Logins Sandbox (20000 Logins/Month)	204-1476SB	$ 144,000.00	$ 137,833.75
Salesforce.com	Customer Community Members (100 Members)	204-1477	$ 4,200.00	$ 4,020.15
Salesforce.com	Customer Community Members (100 Members) Government Cloud	204-1477GC	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Members Sandbox (100 Members)	204-1477SB	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Logins (100000 Logins/Month) Government Cloud	204-1484GC	$ 36,000.00	$ 34,458.44
Salesforce.com	Analytics Cloud - Sales Wave Analytics App Government Cloud	204-1676GC	$ 270.00	$ 260.45
Salesforce.com	Apex Debugger	204-1677	$ 18,000.00	$ 17,363.43
Salesforce.com	Apex Debugger	204-1677GC	$ 5,400.00	$ 5,209.03
Salesforce.com	Platform Cache	204-1678	$ 3,600.00	$ 3,472.69
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition	204-1679	$ 3,600.00	$ 3,472.69
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Government Cloud	204-1679GC	$ 1,080.00	$ 1,041.81
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Premier Success	204-1679PS	$ 540.00	$ 520.90
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Premier + Success	204-1679PPS	$ 900.00	$ 868.17
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Sandbox (Developer Pro)	204-1679SBD	$ 180.00	$ 173.63
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition (Sandbox Full Copy)	204-1679SBF	$ 1,080.00	$ 1,041.81
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition (Sandbox Partial Copy)	204-1679SBP	$ 720.00	$ 694.54
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition	204-1680	$ 5,400.00	$ 5,209.03
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Government Cloud	204-1680GC	$ 270.00	$ 260.45
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Premier Success	204-1680PS	$ 810.00	$ 781.35
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Premier + Success	204-1680PPS	$ 1,350.00	$ 1,302.26

Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Sandbox (Developer Pro)	204-1680SBD	$ 270.00	$ 260.45
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition (Sandbox Full Copy)	204-1680SBF	$ 1,620.00	$ 1,562.71
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition (Sandbox Partial Copy)	204-1680SBP	$ 270.00	$ 260.45
Salesforce.com	SOS	204-1681	$ 1,800.00	$ 1,736.34
Salesforce.com	Force.com App Bundle PXE	204-1529	$ 960.00	$ 919.28
Salesforce.com	Force.com App Bundle UE	204-1530	$ 960.00	$ 919.28
Salesforce.com	Force.com App Bundle UE Government Cloud	204-1530GC	$ 48.00	$ 45.94
Salesforce.com	Force.com Admin PXE	204-1531	$ 900.00	$ 861.82
Salesforce.com	Additional Scheduled Analytics Bundle (price is per org)	204-1532	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org)	204-1533	$ 3,000.00	$ 2,872.75
Salesforce.com	Company Community (add on for Force.com)	204-1534	$ 240.00	$ 229.82
Salesforce.com	Customer Community Plus (200 Logins/Month) Government Cloud	204-1565GC	$ 2,520.00	$ 2,412.09
Salesforce.com	Customer Community Plus (2000 Logins/Month)	204-1566	$ 48,000.00	$ 45,944.58
Salesforce.com	Customer Community Plus (2000 Logins/Month) Government Cloud	204-1566GC	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Plus (20 Members) Premier Support	204-1567	$ 540.00	$ 516.88
Salesforce.com	Customer Community Plus (100 Members) Premier Support	204-1568	$ 1,800.00	$ 1,722.92
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier Support	204-1569	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier Support	204-1570	$ 7,200.00	$ 6,891.69
Salesforce.com	Customer Community Plus (20 Members) Premier+ Support	204-1571	$ 900.00	$ 861.46
Salesforce.com	Customer Community Plus (100 Members) Premier+ Support	204-1572	$ 3,000.00	$ 2,871.54
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier+ Support	204-1573	$ 2,100.00	$ 2,010.08
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier+ Support	204-1574	$ 12,000.00	$ 11,486.15
Salesforce.com	Customer Community Plus (20 Members) Sandbox	204-1575	$ 1,080.00	$ 1,033.75
Salesforce.com	Customer Community Plus (100 Members) Sandbox	204-1576	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (200 Logins/Month) Sandbox	204-1577	$ 2,520.00	$ 2,412.09
Salesforce.com	Customer Community Plus (2000 Logins/Month) Sandbox	204-1578	$ 14,400.00	$ 13,783.38
Salesforce.com	Employee Community only	204-1579	$ 240.00	$ 229.72
Salesforce.com	Employee Community only Government Cloud	204-1579GC	$ 72.00	$ 68.92
Salesforce.com	Employee Help Desk only	204-1580	$ 60.00	$ 57.43
Salesforce.com	Employee Help Desk only Government Cloud	204-1580GC	$ 18.00	$ 17.23
Salesforce.com	Files Connect	204-1590	$ 84.00	$ 80.44
Salesforce.com	Sites Pageviews (1 Million/month) - (price is per org)	204-1591	$ 24,000.00	$ 22,981.96
Salesforce.com	Unlimited Apps Pack	204-1592	$ 900.00	$ 861.82
Salesforce.com	Desk.com - Standard	204-1593	$ 420.00	$ 402.18
Salesforce.com	Desk.com - Pro	204-1594	$ 840.00	$ 804.37
Salesforce.com	Desk.com - Business	204-1595	$ 1,320.00	$ 1,264.01
Salesforce.com	Desk.com - Flex Bundle 1 (20 hours)	204-1596	$ 360.00	$ 344.73
Salesforce.com	Desk.com - Flex Bundle 2 (50 hours)	204-1597	$ 780.00	$ 746.91
Salesforce.com	Desk.com - Flex Bundle 3 (100 hours)	204-1598	$ 1,380.00	$ 1,321.46
Salesforce.com	Desk.com - Flex Bundle 4 (250 hours)	204-1599	$ 3,000.00	$ 2,872.75
Salesforce.com	Desk.com - Flex Bundle 5 (500 hours)	204-1600	$ 5,100.00	$ 4,883.67
Salesforce.com	Desk.com - Portal SSL	204-1601	$ 348.00	$ 333.24
Salesforce.com	Desk - Configuration +	204-1602	$ 3,000.00	$ 2,872.75
Salesforce.com	Desk - Advanced	204-1603	$ 3,500.00	$ 3,351.54
Salesforce.com	Desk - Data Import	204-1604	$ 1,500.00	$ 1,436.37
Salesforce.com	External Identity (25000 Unique Users/month) 5	204-1605	$ 24,000.00	$ 22,981.96
Salesforce.com	External Identity (250000 Unique Users/month) 5	204-1606	$ 120,000.00	$ 114,909.82
Salesforce.com	External Identity (1000000 Unique Users/month) 5	204-1607	$ 200,000.00	$ 191,516.37
Salesforce.com	External Identity (5000000 Unique Users/month) 5	204-1608	$ 500,000.00	$ 478,790.93

SAP	SAP ByDesign Base Fee	8000340	$ 1,650.00	$ 1,468.50
SAP	SAP ByDesign Enterprise Private Edition	8000274	$ 16,500.00	$ 14,685.00
SAP	SAP ByDesign CRM Sales Team User	8000046	$ 87.00	$ 77.43
SAP	SAP ByDesign Project Management Team User	8002711	$ 87.00	$ 77.43
SAP	SAP By Design Standard Enterprise User	8000045	$ 146.00	$ 129.94
SAP	SAP ByDesign SCM Enterprise User	8000044	$ 197.00	$ 175.33
SAP	SAP ByDesign Standard Self-Service User	8000049	$ 17.00	$ 15.13
SAP	SAP ByDesign SCM Self-Service User	8000048	$ 24.00	$ 21.36
SAP	SAP ByDesign Project Mgt Self Service User	8000047	$ 24.00	$ 21.36
SAP	SAP ByDesign Localization Fee	8002712	$ 880.00	$ 783.20
SAP	SAP ByDesign Test Tenant	8002713	$ 1,155.00	$ 1,027.95
SAP	SAP ByDesign Additional Productive Tenant	8000275	$ 1,155.00	$ 1,027.95
SAP	SAP Cloud Applications Studio	8000570	$ 184.00	$ 163.76
SAP	SAP Communication Center by ANCILE, base	8002954	$ 18,370.00	$ 16,349.30
SAP	SAP Communication Center by ANCILE, user	8002955	$ 26.00	$ 23.14
SAP	SAP Assessment Mgmt by Questionmark	8002535-1	$ 2.67	$ 2.38
SAP	SAP Assessment Mgmt by Questionmark	8002535-2	$ 2.58	$ 2.30
SAP	SAP Assessment Mgmt by Questionmark	8002535-3	$ 2.48	$ 2.21
SAP	SAP Assessment Mgmt by Questionmark	8002535-4	$ 2.39	$ 2.13
SAP	SAP Assessment Mgmt by Questionmark	8002535-5	$ 2.29	$ 2.04
SAP	SAP Assessment Mgmt by Questionmark	8002535-6	$ 2.20	$ 1.96
SAP	SAP Assessment Mgmt by Questionmark	8002535-7	$ 2.10	$ 1.87
SAP	SAP Assessment Mgmt by Questionmark	8002535-8	$ 2.01	$ 1.79
SAP	SAP Assessment Mgmt by Questionmark	8002535-9	$ 1.91	$ 1.70
SAP	SAP Assessment Mgmt by Questionmark	8002535-10	$ 1.52	$ 1.35
SAP	SAP Assessment Mgmt by Questionmark	8002535-11	$ 1.44	$ 1.28
SAP	SAP SuccessFactors Perform & Reward Package	8003753-1	$ 107.00	$ 95.23
SAP	SAP SuccessFactors Perform & Reward Package	8003753-2	$ 96.00	$ 85.44
SAP	SAP SuccessFactors Perform & Reward Package	8003753-3	$ 79.00	$ 70.31
SAP	SAP SuccessFactors Perform & Reward Package	8003753-4	$ 67.00	$ 59.63
SAP	SAP SuccessFactors Perform & Reward Package	8003753-5	$ 58.00	$ 51.62
SAP	SAP SuccessFactors Perform & Reward Package	8003753-6	$ 52.00	$ 46.28
SAP	SAP SuccessFactors Perform & Reward Package	8003753-7	$ 49.00	$ 43.61
SAP	SAP SuccessFactors Perform & Reward Package	8003753-8	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Perform & Reward Package	8003753-9	$ 45.00	$ 40.05
SAP	SAP SuccessFactors Perform & Reward Package	8003753-10	$ 43.00	$ 38.27
SAP	SAP SuccessFactors Talent Management Package	8003754-1	$ 239.00	$ 212.71
SAP	SAP SuccessFactors Talent Management Package	8003754-2	$ 219.00	$ 194.91
SAP	SAP SuccessFactors Talent Management Package	8003754-3	$ 191.00	$ 169.99
SAP	SAP SuccessFactors Talent Management Package	8003754-4	$ 190.00	$ 169.10
SAP	SAP SuccessFactors Talent Management Package	8003754-5	$ 169.00	$ 150.41
SAP	SAP SuccessFactors Talent Management Package	8003754-6	$ 148.00	$ 131.72
SAP	SAP SuccessFactors Talent Management Package	8003754-7	$ 135.00	$ 120.15
SAP	SAP SuccessFactors Talent Management Package	8003754-8	$ 123.00	$ 109.47
SAP	SAP SuccessFactors Talent Management Package	8003754-9	$ 113.00	$ 100.57
SAP	SAP SuccessFactors Talent Management Package	8003754-10	$ 103.00	$ 91.67
SAP	SAP SuccessFactors Talent Management Package	8003754-11	$ 95.00	$ 84.55
SAP	SAP SuccessFactors Advanced Learning Package	8003754-12	$ 95.00	$ 84.55
SAP	SAP SuccessFactors Advanced Learning Package	8003754-13	$ 86.00	$ 76.54

SAP	SAP SuccessFactors Advanced Learning Package	8003754-14	$ 77.00	$ 68.53
SAP	SAP SuccessFactors Advanced Learning Package	8003754-15	$ 69.00	$ 61.41
SAP	SAP SuccessFactors Advanced Learning Package	8003754-16	$ 60.00	$ 53.40
SAP	SAP SuccessFactors Advanced Learning Package	8003754-17	$ 53.00	$ 47.17
SAP	SAP SuccessFactors Advanced Learning Package	8003754-18	$ 48.00	$ 42.72
SAP	SAP SuccessFactors Advanced Learning Package	8003754-19	$ 44.00	$ 39.16
SAP	SAP SuccessFactors Advanced Learning Package	8003754-20	$ 40.00	$ 35.60
SAP	SAP SuccessFactors Advanced Learning Package	8003754-21	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-1	$ 527.00	$ 469.03
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-2	$ 497.00	$ 442.33
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-3	$ 433.00	$ 385.37
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-4	$ 415.00	$ 369.35
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-5	$ 367.00	$ 326.63
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-6	$ 323.00	$ 287.47
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-7	$ 292.00	$ 259.88
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-8	$ 263.00	$ 234.07
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-9	$ 245.00	$ 218.05
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-10	$ 226.00	$ 201.14
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-11	$ 211.00	$ 187.79
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-1	$ 543.00	$ 483.27
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-2	$ 511.00	$ 454.79
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-3	$ 445.00	$ 396.05
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-4	$ 427.00	$ 380.03
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-5	$ 377.00	$ 335.53
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-6	$ 333.00	$ 296.37
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-7	$ 300.00	$ 267.00
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-8	$ 270.00	$ 240.30
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-9	$ 252.00	$ 224.28
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-10	$ 232.00	$ 206.48
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-11	$ 217.00	$ 193.13
SAP	SF-Perform & Reward Bundle for Small Business	8000720-1	$ 85.00	$ 75.65
SAP	SF-Perform & Reward Bundle for Small Business	8000720-2	$ 66.00	$ 58.74
SAP	SF-Perform & Reward Bundle for Small Business	8000720-3	$ 56.00	$ 49.84
SAP	SF-Perform & Reward Bundle for Small Business	8000720-4	$ 47.00	$ 41.83
SAP	SF-Perform & Reward Bundle for Small Business	8000720-5	$ 33.00	$ 29.37
SAP	SF-Perform & Reward Bundle for Small Business	8000720-6	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Performance & Goals	8003776-1	$ 68.00	$ 60.52
SAP	SAP SuccessFactors Performance & Goals	8003776-2	$ 61.00	$ 54.29
SAP	SAP SuccessFactors Performance & Goals	8003776-3	$ 50.00	$ 44.50
SAP	SAP SuccessFactors Performance & Goals	8003776-4	$ 43.00	$ 38.27
SAP	SAP SuccessFactors Performance & Goals	8003776-5	$ 37.00	$ 32.93
SAP	SAP SuccessFactors Performance & Goals	8003776-6	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Performance & Goals	8003776-7	$ 31.00	$ 27.59
SAP	SAP SuccessFactors Performance & Goals	8003776-8	$ 30.00	$ 26.70
SAP	SAP SuccessFactors Performance & Goals	8003776-9	$ 29.00	$ 25.81
SAP	SAP SuccessFactors Performance & Goals	8003776-10	$ 27.00	$ 24.03
SAP	SAP SuccessFactors Compensation	8003773-1	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Compensation	8003773-2	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Compensation	8003773-3	$ 28.00	$ 24.92

SAP	SAP SuccessFactors Compensation	8003773-4	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Compensation	8003773-5	$ 21.00	$ 18.69
SAP	SAP SuccessFactors Compensation	8003773-6	$ 19.00	$ 16.91
SAP	SAP SuccessFactors Compensation	8003773-7	$ 18.00	$ 16.02
SAP	SAP SuccessFactors Compensation	8003773-8	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Compensation	8003773-9	$ 16.00	$ 14.24
SAP	SAP SuccessFactors Compensation	8003773-10	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Succession & Development	8003774-1	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Succession & Development	8003774-2	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Succession & Development	8003774-3	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Succession & Development	8003774-4	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Succession & Development	8003774-5	$ 21.00	$ 18.69
SAP	SAP SuccessFactors Succession & Development	8003774-6	$ 19.00	$ 16.91
SAP	SAP SuccessFactors Succession & Development	8003774-7	$ 18.00	$ 16.02
SAP	SAP SuccessFactors Succession & Development	8003774-8	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Succession & Development	8003774-9	$ 16.00	$ 14.24
SAP	SAP SuccessFactors Succession & Development	8003774-10	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-1	$ 112.00	$ 99.68
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-2	$ 101.00	$ 89.89
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-3	$ 83.00	$ 73.87
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-4	$ 71.00	$ 63.19
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-5	$ 61.00	$ 54.29
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-6	$ 55.00	$ 48.95
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-7	$ 52.00	$ 46.28
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-8	$ 49.00	$ 43.61
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-9	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-10	$ 45.00	$ 40.05
SAP	SAP SuccessFactors Workforce Analytics	8003771-1	$ 118.00	$ 105.02
SAP	SAP SuccessFactors Workforce Analytics	8003771-2	$ 106.00	$ 94.34
SAP	SAP SuccessFactors Workforce Analytics	8003771-3	$ 94.00	$ 83.66
SAP	SAP SuccessFactors Workforce Analytics	8003771-4	$ 85.00	$ 75.65
SAP	SAP SuccessFactors Workforce Analytics	8003771-5	$ 77.00	$ 68.53
SAP	SAP SuccessFactors Workforce Analytics	8003771-6	$ 68.00	$ 60.52
SAP	SAP SuccessFactors Workforce Analytics	8003771-7	$ 59.00	$ 52.51
SAP	SAP SuccessFactors Workforce Analytics	8003771-8	$ 55.00	$ 48.95
SAP	SAP SuccessFactors Workforce Analytics	8003771-9	$ 51.00	$ 45.39
SAP	SAP SuccessFactors Workforce Analytics	8003771-10	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Workforce Planning	8003772-1	$ 59.00	$ 52.51
SAP	SAP SuccessFactors Workforce Planning	8003772-2	$ 53.00	$ 47.17
SAP	SAP SuccessFactors Workforce Planning	8003772-3	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Workforce Planning	8003772-4	$ 42.00	$ 37.38
SAP	SAP SuccessFactors Workforce Planning	8003772-5	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Workforce Planning	8003772-6	$ 34.00	$ 30.26
SAP	SAP SuccessFactors Workforce Planning	8003772-7	$ 29.00	$ 25.81
SAP	SAP SuccessFactors Workforce Planning	8003772-8	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Workforce Planning	8003772-9	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Workforce Planning	8003772-10	$ 24.00	$ 21.36
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-1	$ 177.00	$ 157.53
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-2	$ 159.00	$ 141.51

SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-3	$ 141.00	$ 125.49
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-4	$ 127.00	$ 113.03
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-5	$ 115.00	$ 102.35
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-6	$ 102.00	$ 90.78
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-7	$ 88.00	$ 78.32
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-8	$ 83.00	$ 73.87
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-9	$ 76.00	$ 67.64
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-10	$ 71.00	$ 63.19
SAP	SF-Limited Active Users - Learning	8000603-1	$ 19.00	$ 16.91
SAP	SF-Limited Active Users - Learning	8000603-2	$ 18.00	$ 16.02
SAP	SF-Limited Active Users - Learning	8000603-3	$ 17.00	$ 15.13
SAP	SF-Limited Active Users - Learning	8000603-4	$ 16.00	$ 14.24
SAP	SF-Limited Active Users - Learning	8000603-5	$ 14.00	$ 12.46
SAP	SF-Limited Active Users - Learning	8000603-6	$ 13.00	$ 11.57
SAP	SF-Limited Active Users - Learning	8000603-7	$ 11.00	$ 9.79
SAP	SF-Limited Active Users - Learning	8000603-8	$ 9.30	$ 8.28
SAP	SF-Limited Active Users - Learning	8000603-9	$ 7.99	$ 7.11
SAP	SF-Limited Active Users - Learning	8000603-10	$ 7.43	$ 6.61
SAP	SAP SuccessFactors Learning	8003763-1	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Learning	8003763-2	$ 26.00	$ 23.14
SAP	SAP SuccessFactors Learning	8003763-3	$ 26.00	$ 23.14
SAP	SAP SuccessFactors Learning	8003763-4	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Learning	8003763-5	$ 22.00	$ 19.58
SAP	SAP SuccessFactors Learning	8003763-6	$ 20.00	$ 17.80
SAP	SAP SuccessFactors Learning	8003763-7	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Learning	8003763-8	$ 14.00	$ 12.46
SAP	SAP SuccessFactors Learning	8003763-9	$ 12.00	$ 10.68
SAP	SAP SuccessFactors Learning	8003763-10	$ 11.00	$ 9.79
SAP	SF-Transactional Active Users - Learning	8000730-1	$ 9.40	$ 8.37
SAP	SF-Transactional Active Users - Learning	8000730-2	$ 5.41	$ 4.81
SAP	SF-Transactional Active Users - Learning	8000730-3	$ 5.13	$ 4.57
SAP	SF-Transactional Active Users - Learning	8000730-4	$ 4.62	$ 4.11
SAP	SF-Transactional Active Users - Learning	8000730-5	$ 4.15	$ 3.69
SAP	SF-Transactional Active Users - Learning	8000730-6	$ 3.75	$ 3.34
SAP	SF-Transactional Active Users - Learning	8000730-7	$ 3.37	$ 3.00
SAP	SF-Transactional Active Users - Learning	8000730-8	$ 3.04	$ 2.71
SAP	SF-Transactional Active Users - Learning	8000730-9	$ 2.73	$ 2.43
SAP	SF-Transactional Active Users - Learning	8000730-10	$ 2.45	$ 2.18
SAP	SF-External Active Users - Learning	8000665-1	$ 19.00	$ 16.91
SAP	SF-External Active Users - Learning	8000665-2	$ 18.00	$ 16.02
SAP	SF-External Active Users - Learning	8000665-3	$ 17.00	$ 15.13
SAP	SF-External Active Users - Learning	8000665-4	$ 16.00	$ 14.24
SAP	SF-External Active Users - Learning	8000665-5	$ 14.00	$ 12.46
SAP	SF-External Active Users - Learning	8000665-6	$ 13.00	$ 11.57
SAP	SF-External Active Users - Learning	8000665-7	$ 11.00	$ 9.79
SAP	SF-External Active Users - Learning	8000665-8	$ 9.30	$ 8.28
SAP	SF-External Active Users - Learning	8000665-9	$ 7.99	$ 7.11
SAP	SF-External Active Users - Learning	8000665-10	$ 7.43	$ 6.61
SAP	SAP SuccessFactors Employee Central Payroll	8000773-1	$ 113.00	$ 100.57

SAP	SAP SuccessFactors Employee Central Payroll	8000773-2	$ 86.00	$ 76.54
SAP	SAP SuccessFactors Employee Central Payroll	8000773-3	$ 63.00	$ 56.07
SAP	SAP SuccessFactors Employee Central Payroll	8000773-4	$ 52.00	$ 46.28
SAP	SAP SuccessFactors Employee Central Payroll	8000773-5	$ 44.00	$ 39.16
SAP	SAP SuccessFactors Employee Central Payroll	8000773-6	$ 37.00	$ 32.93
SAP	SAP SuccessFactors Employee Central Payroll	8000773-7	$ 32.00	$ 28.48
SAP	SAP SuccessFactors Employee Central Payroll	8000773-8	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Employee Central Payroll	8000773-9	$ 23.00	$ 20.47
SAP	SAP SuccessFactors Onboarding	8003775-1	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Onboarding	8003775-2	$ 14.00	$ 12.46
SAP	SAP SuccessFactors Onboarding	8003775-3	$ 12.00	$ 10.68
SAP	SAP SuccessFactors Onboarding	8003775-4	$ 11.00	$ 9.79
SAP	SAP SuccessFactors Onboarding	8003775-5	$ 9.02	$ 8.03
SAP	SAP SuccessFactors Onboarding	8003775-6	$ 7.98	$ 7.10
SAP	SAP SuccessFactors Onboarding	8003775-7	$ 7.52	$ 6.69
SAP	SAP SuccessFactors Onboarding	8003775-8	$ 7.06	$ 6.28
SAP	SAP SuccessFactors Onboarding	8003775-9	$ 6.45	$ 5.74
SAP	SAP SuccessFactors Onboarding	8003775-10	$ 6.02	$ 5.36
SAP	SAP SuccessFactors Recruiting	8003765-1	$ 36.00	$ 32.04
SAP	SAP SuccessFactors Recruiting	8003765-2	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Recruiting	8003765-3	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Recruiting	8003765-4	$ 31.00	$ 27.59
SAP	SAP SuccessFactors Recruiting	8003765-5	$ 29.00	$ 25.81
SAP	SAP SuccessFactors Recruiting	8003765-6	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Recruiting	8003765-7	$ 22.00	$ 19.58
SAP	SAP SuccessFactors Recruiting	8003765-8	$ 18.00	$ 16.02
SAP	SAP SuccessFactors Recruiting	8003765-9	$ 15.00	$ 13.35
SAP	SAP Success Factors Recruiting Marketing	8003766-1	$ 26.00	$ 23.14
SAP	SAP Success Factors Recruiting Marketing	8003766-2	$ 25.00	$ 22.25
SAP	SAP Success Factors Recruiting Marketing	8003766-3	$ 25.00	$ 22.25
SAP	SAP Success Factors Recruiting Marketing	8003766-4	$ 24.00	$ 21.36
SAP	SAP Success Factors Recruiting Marketing	8003766-5	$ 24.00	$ 21.36
SAP	SAP Success Factors Recruiting Marketing	8003766-6	$ 23.00	$ 20.47
SAP	SAP Success Factors Recruiting Marketing	8003766-7	$ 22.00	$ 19.58
SAP	SAP Success Factors Recruiting Marketing	8003766-8	$ 21.00	$ 18.69
SAP	SAP Success Factors Recruiting Marketing	8003766-9	$ 19.00	$ 16.91
SAP	SAP Success Factors Recruiting Marketing	8003766-10	$ 16.00	$ 14.24
SAP	SAP Success Factors Recruiting Marketing	8003766-11	$ 13.00	$ 11.57
SAP	SAP Success Factors Recruiting Marketing	8003766-12	$ 10.00	$ 8.90
SAP	SAP SuccessFactors Learning Analytics	8000986-1	$ 7.43	$ 6.61
SAP	SAP SuccessFactors Learning Analytics	8000986-2	$ 7.06	$ 6.28
SAP	SAP SuccessFactors Learning Analytics	8000986-3	$ 6.85	$ 6.10
SAP	SAP SuccessFactors Learning Analytics	8000986-4	$ 6.54	$ 5.82
SAP	SAP SuccessFactors Learning Analytics	8000986-5	$ 5.80	$ 5.16
SAP	SAP SuccessFactors Learning Analytics	8000986-6	$ 5.21	$ 4.64
SAP	SAP SuccessFactors Learning Analytics	8000986-7	$ 4.47	$ 3.98
SAP	SAP SuccessFactors Learning Analytics	8000986-8	$ 3.71	$ 3.30
SAP	SAP SuccessFactors Learning Analytics	8000986-9	$ 3.20	$ 2.85
SAP	SAP SuccessFactors Learning Analytics	8000986-10	$ 2.97	$ 2.64

SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-1	$ 56.00	$ 49.84
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-2	$ 51.00	$ 45.39
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-3	$ 42.00	$ 37.38
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-4	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-5	$ 30.00	$ 26.70
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-6	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-7	$ 26.00	$ 23.14
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-8	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-9	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-10	$ 22.00	$ 19.58
SAP	SF - Activity Based Users - Learning	8000361-1	$ 117.00	$ 104.13
SAP	SF - Activity Based Users - Learning	8000361-2	$ 59.00	$ 52.51
SAP	SF - Activity Based Users - Learning	8000361-3	$ 58.00	$ 51.62
SAP	SF - Activity Based Users - Learning	8000361-4	$ 58.00	$ 51.62
SAP	SF - Activity Based Users - Learning	8000361-5	$ 56.00	$ 49.84
SAP	SF - Activity Based Users - Learning	8000361-6	$ 53.00	$ 47.17
SAP	SF - Activity Based Users - Learning	8000361-7	$ 50.00	$ 44.50
SAP	SF - Activity Based Users - Learning	8000361-8	$ 46.00	$ 40.94
SAP	SF - Activity Based Users - Learning	8000361-9	$ 39.00	$ 34.71
SAP	SF - Activity Based Users - Learning	8000361-10	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Validated Learning	8003764-1	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Validated Learning	8003764-2	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Validated Learning	8003764-3	$ 32.00	$ 28.48
SAP	SAP SuccessFactors Validated Learning	8003764-4	$ 31.00	$ 27.59
SAP	SAP SuccessFactors Validated Learning	8003764-5	$ 27.00	$ 24.03
SAP	SAP SuccessFactors Validated Learning	8003764-6	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Validated Learning	8003764-7	$ 21.00	$ 18.69
SAP	SAP SuccessFactors Validated Learning	8003764-8	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Validated Learning	8003764-9	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Validated Learning	8003764-10	$ 14.00	$ 12.46
SAP	SAP Success Factors Recruiting Management	8003767-1	$ 24.00	$ 21.36
SAP	SAP Success Factors Recruiting Management	8003767-2	$ 23.00	$ 20.47
SAP	SAP Success Factors Recruiting Management	8003767-3	$ 22.00	$ 19.58
SAP	SAP Success Factors Recruiting Management	8003767-4	$ 21.00	$ 18.69
SAP	SAP Success Factors Recruiting Management	8003767-5	$ 20.00	$ 17.80
SAP	SAP Success Factors Recruiting Management	8003767-6	$ 19.00	$ 16.91
SAP	SAP Success Factors Recruiting Management	8003767-7	$ 18.00	$ 16.02
SAP	SAP Success Factors Recruiting Management	8003767-8	$ 17.00	$ 15.13
SAP	SAP Success Factors Recruiting Management	8003767-9	$ 15.00	$ 13.35
SAP	SAP Success Factors Recruiting Management	8003767-10	$ 13.00	$ 11.57
SAP	SAP Success Factors Recruiting Management	8003767-11	$ 11.00	$ 9.79
SAP	SAP Success Factors Recruiting Management	8003767-12	$ 9.40	$ 8.37
SAP	SF-Foundation Product	8000368-1	$ 18.00	$ 16.02
SAP	SF-Foundation Product	8000368-2	$ 16.00	$ 14.24
SAP	SF-Foundation Product	8000368-3	$ 13.00	$ 11.57
SAP	SF-Foundation Product	8000368-4	$ 11.00	$ 9.79
SAP	SF-Foundation Product	8000368-5	$ 9.49	$ 8.45
SAP	SF-Foundation Product	8000368-6	$ 8.61	$ 7.66
SAP	SF-Foundation Product	8000368-7	$ 8.08	$ 7.19

SAP	SF-Foundation Product	8000368-8	$ 7.73	$ 6.88
SAP	SF-Foundation Product	8000368-9	$ 7.38	$ 6.57
SAP	SF-Foundation Product	8000368-10	$ 7.02	$ 6.25
SAP	SF-Skills Content Library	8000728-1	$ 19.00	$ 16.91
SAP	SF-Skills Content Library	8000728-2	$ 19.00	$ 16.91
SAP	SF-Skills Content Library	8000728-3	$ 19.00	$ 16.91
SAP	SF-Skills Content Library	8000728-4	$ 13.00	$ 11.57
SAP	SF-Skills Content Library	8000728-5	$ 12.00	$ 10.68
SAP	SF-Skills Content Library	8000728-6	$ 12.00	$ 10.68
SAP	SF-Skills Content Library	8000728-7	$ 8.81	$ 7.84
SAP	SF-Skills Content Library	8000728-8	$ 7.05	$ 6.27
SAP	SF-Skills Content Library	8000728-9	$ 6.26	$ 5.57
SAP	SF-Skills Content Library	8000728-10	$ 3.76	$ 3.35
SAP	SF-Skills Content Library	8000728-11	$ 2.35	$ 2.09
SAP	SF-Skills Content Library	8000728-12	$ 2.12	$ 1.89
SAP	SF-Additional Instances-Test	8003622	$ 9,398.00	$ 8,364.22
SAP	SF-Additional Instances-Production	8003623	$ 9,398.00	$ 8,364.22
SAP	BOOMI - Integration for Recruiting	8000943	$ 7,049.00	$ 6,273.61
SAP	Data Center Migration	8000988	$ 9,398.00	$ 8,364.22
SAP	SF-Attachment Storage Fee	8000374	$ 1.88	$ 1.67
SAP	SF-Visual Publisher	8000725	$ 14,097.00	$ 12,546.33
SAP	SF-BOOMI : Professional Edition Package	8000513	$ 12,405.00	$ 11,040.45
SAP	SAP HANA Cloud Platform, extension package for SAP SuccessFactors, base edition	8003951	$ 1.10	$ 0.98
SAP	SAP HANA Cloud Platform, extension package for SAP SuccessFactors, standard edition	8003952	$ 3.30	$ 2.94
SAP	SAP HANA Cloud Platform, extension package for SAP SuccessFactors, enterprise edition	8003953	$ 11.00	$ 9.79
SAP	SAP SuccessFactors Disaster Recovery, enhanced option	8003778	$ 0.24	$ 0.24
SAP	SAP Jam Collaboration, advanced edition	8004154-1	$ 2.35	$ 2.09
SAP	SAP Jam Collaboration, advanced edition	8004154-2	$ 2.11	$ 1.88
SAP	SAP Jam Collaboration, advanced edition	8004154-3	$ 1.88	$ 1.67
SAP	SAP Jam Collaboration, advanced edition	8004154-4	$ 1.66	$ 1.48
SAP	SAP Jam Collaboration, advanced edition	8004154-5	$ 1.42	$ 1.26
SAP	SAP Jam Collaboration, advanced edition	8004154-6	$ 1.24	$ 1.10
SAP	SAP Jam Collaboration, advanced edition	8004154-7	$ 1.17	$ 1.04
SAP	SAP Jam Collaboration, advanced edition	8004154-8	$ 1.10	$ 0.98
SAP	SAP Jam Collaboration, advanced edition	8004154-9	$ 1.00	$ 0.89
SAP	SAP Jam Collaboration, advanced edition	8004154-10	$ 0.94	$ 0.84
SAP	SAP Jam Collaboration, advanced plus edition	8004155-1	$ 5.64	$ 5.02
SAP	SAP Jam Collaboration, advanced plus edition	8004155-2	$ 4.51	$ 4.01
SAP	SAP Jam Collaboration, advanced plus edition	8004155-3	$ 3.95	$ 3.52
SAP	SAP Jam Collaboration, advanced plus edition	8004155-4	$ 3.38	$ 3.01
SAP	SAP Jam Collaboration, advanced plus edition	8004155-5	$ 2.82	$ 2.51
SAP	SAP Jam Collaboration, advanced plus edition	8004155-6	$ 2.26	$ 2.01
SAP	SAP Jam Collaboration, advanced plus edition	8004155-7	$ 1.69	$ 1.50
SAP	SAP Jam Collaboration, advanced plus edition	8004155-8	$ 1.41	$ 1.25
SAP	SAP Jam Collaboration, enterprise edition	8004156-1	$ 14.00	$ 12.46
SAP	SAP Jam Collaboration, enterprise edition	8004156-2	$ 11.00	$ 9.79
SAP	SAP Jam Collaboration, enterprise edition	8004156-3	$ 9.87	$ 8.78
SAP	SAP Jam Collaboration, enterprise edition	8004156-4	$ 8.46	$ 7.53
SAP	SAP Jam Collaboration, enterprise edition	8004156-5	$ 7.05	$ 6.27

SAP	SAP Jam Collaboration, enterprise edition	8004156-6	$ 5.64	$ 5.02
SAP	SAP Jam Collaboration, enterprise edition	8004156-7	$ 4.23	$ 3.76
SAP	SAP Jam Collaboration, enterprise edition	8004156-8	$ 3.53	$ 3.14
SAP	SAP Jam Collaboration, external user	8000653-1	$ 3.76	$ 3.35
SAP	SAP Jam Collaboration, external user	8000653-2	$ 3.01	$ 2.68
SAP	SAP Jam Collaboration, external user	8000653-3	$ 2.63	$ 2.34
SAP	SAP Jam Collaboration, external user	8000653-4	$ 2.26	$ 2.01
SAP	SAP Jam Collaboration, external user	8000653-5	$ 1.88	$ 1.67
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-1	$ 4.45	$ 3.96
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-2	$ 3.56	$ 3.17
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-3	$ 3.11	$ 2.77
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-4	$ 2.67	$ 2.38
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-5	$ 2.22	$ 1.98
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-6	$ 1.78	$ 1.58
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-7	$ 1.33	$ 1.18
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-8	$ 1.12	$ 1.00
SAP	SAP Jam Collaboration, data storage add-on	8000654	$ 235.00	$ 209.15
SAP	SAP SuccessFactors Learning, content storage add-on	8003445	$ 1,400.00	$ 1,246.00
SAP	SAP SuccessFactors Learning, content bandwidth add-on	8003446	$ 570.00	$ 507.30
SAP	SF-Addit'l ATS To Extract For Analytics	8000381	$ 6,000.00	$ 5,340.00
SAP	SF-Site Scrape for Addit'l ATS Instances	8000382	$ 6,000.00	$ 5,340.00
SAP	SF-BOOMI: Add On Prod Use Connection	8000768	$ 3,000.00	$ 2,670.00
SAP	SF-BOOMI: Add On Test Use Connection	8000769	$ 1,500.00	$ 1,335.00
SAP	SAP US Benefits Eligible User	8003532-1	$ 152.00	$ 135.28
SAP	SAP US Benefits Eligible User	8003532-2	$ 138.00	$ 122.82
SAP	SAP US Benefits Eligible User	8003532-3	$ 132.00	$ 117.48
SAP	SAP US Benefits Eligible User	8003532-4	$ 126.00	$ 112.14
SAP	SAP US Benefits Eligible User	8003532-5	$ 113.00	$ 100.57
SAP	SAP US Benefits Eligible User	8003532-6	$ 99.00	$ 88.11
SAP	SAP US Benefits Non-Eligible User	8003533	$ 41.00	$ 36.49
SAP	SAP US Benefits Non-Std Interface User	8003534	$ 27.00	$ 24.03
SAP	SAP Time & Attendance Management by WFS	8003956-1	$ 115.50	$ 102.80
SAP	SAP Time & Attendance Management by WFS	8003956-2	$ 99.00	$ 88.11
SAP	SAP Time & Attendance Management by WFS	8003956-3	$ 88.00	$ 78.32
SAP	SAP Time & Attendance Management by WFS	8003956-4	$ 82.50	$ 73.43
SAP	SAP Time & Attendance Management by WFS	8003956-5	$ 77.00	$ 68.53
SAP	SAP Time & Attendance Management by WFS	8003956-6	$ 55.00	$ 48.95
SAP	SAP Time & Attendance Mgmt. for SME by WFS	8003956-7	$ 121,000.00	$ 107,690.00
SAP	SAP Time & Attendance by WFS Adnl Instance	8003958	$ 22.00	$ 19.58
SAP	SAP Product Stewardship Network - product compliance	8003360-1	$ 2,750.00	$ 2,447.50
SAP	SAP Product Stewardship Network - product compliance	8003360-2	$ 2,200.00	$ 1,958.00
SAP	SAP Product Stewardship Network - product compliance	8003360-3	$ 1,760.00	$ 1,566.40
SAP	SAP Product Stewardship Network - product compliance	8003360-4	$ 1,375.00	$ 1,223.75
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-1	$ 2,750.00	$ 2,447.50
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-2	$ 2,200.00	$ 1,958.00
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-3	$ 1,760.00	$ 1,566.40
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-4	$ 1,375.00	$ 1,223.75
SAP	SAP Product Stewardship Network - conflict minerals	8003361-1	$ 2,750.00	$ 2,447.50
SAP	SAP Product Stewardship Network - conflict minerals	8003361-2	$ 2,200.00	$ 1,958.00

SAP	SAP Product Stewardship Network - conflict minerals	8003361-3	$ 1,760.00	$ 1,566.40
SAP	SAP Product Stewardship Network - conflict minerals	8003361-4	$ 1,375.00	$ 1,223.75
SAP	Ariba Sourcing Professional	8000641-1	$ 630.00	$ 560.70
SAP	Ariba Sourcing Professional	8000641-2	$ 430.00	$ 382.70
SAP	Ariba Sourcing Professional	8000641-3	$ 270.00	$ 240.30
SAP	Ariba Sourcing Professional	8000641-4	$ 250.00	$ 222.50
SAP	Ariba Sourcing Professional	8000641-5	$ 230.00	$ 204.70
SAP	Ariba Contract Management Professional	8000625-1	$ 520.00	$ 462.80
SAP	Ariba Contract Management Professional	8000625-2	$ 400.00	$ 356.00
SAP	Ariba Contract Management Professional	8000625-3	$ 270.00	$ 240.30
SAP	Ariba Contract Management Professional	8000625-4	$ 200.00	$ 178.00
SAP	Ariba Contract Management Professional	8000625-5	$ 170.00	$ 151.30
SAP	Ariba Open Invoice Conversion Services	8002538	$ 0.30	$ 0.27
SAP	Ariba Additional Storage	8003324	$ 100.00	$ 89.00
SAP	SAP Predictive Maintenance and Service, measurements	8003165-1	$ 275.00	$ 244.75
SAP	SAP Predictive Maintenance and Service, measurements	8003165-2	$ 165.00	$ 146.85
SAP	SAP Predictive Maintenance and Service, measurements	8003165-3	$ 132.00	$ 117.48
SAP	SAP Predictive Maintenance and Service, measurements	8003165-4	$ 99.00	$ 88.11
SAP	SAP Predictive Maintenance and Service, measurements	8003165-5	$ 77.00	$ 68.53
SAP	SAP Predictive Maintenance and Service, devices	8003166	$ 33.00	$ 29.37
SAP	SAP Predictive Maintenance and Service, historic storage provisioning	8003167	$ 6,160.00	$ 5,482.40
SAP	SAP Predictive Maintenance and Service, additional historic measurements	8003168	$ 5.50	$ 4.90
SAP	SAP Predictive Maintenance and Service, Vibration Analysis add-on	8004025	$ 1.65	$ 1.47
SAP	SAP Innovation Management, cloud edition - Base Package	8003962	$ 55,000.00	$ 48,950.00
SAP	SAP Innovation Management, cloud edition	8003960-1	$ 39.00	$ 34.71
SAP	SAP Innovation Management, cloud edition	8003960-2	$ 28.00	$ 24.92
SAP	SAP Innovation Management, cloud edition	8003960-3	$ 11.00	$ 9.79
SAP	SAP Innovation Management, cloud edition - Additional Storage	8003963	$ 11.00	$ 9.79
SAP	Cloud for Product Stewardship: Basic Layer	8003959-1	$ 9,900.00	$ 8,811.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-2	$ 44,000.00	$ 39,160.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-3	$ 82,500.00	$ 73,425.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-4	$ 132,000.00	$ 117,480.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-5	$ 275,000.00	$ 244,750.00
SAP	SAP Cloud for Sales, User	8001003	$ 105.00	$ 93.45
SAP	SAP Cloud for Sales, service option	8003187	$ 55.00	$ 48.95
SAP	SAP Cloud for Service, User	8001004	$ 105.00	$ 93.45
SAP	SAP Cloud for Service, sales option	8003188	$ 55.00	$ 48.95
SAP	SAP Cloud for Social Engagement, User	8001005	$ 165.00	$ 146.85
SAP	SAP Cloud for Customer, Advanced User Option	8001006	$ 17.00	$ 15.13
SAP	SAP Cloud for Customer, B2B Industry User Option	8001007	$ 17.00	$ 15.13
SAP	SAP Cloud for Customer, Test Tenant	8000567	$ 11,000.00	$ 9,790.00
SAP	SAP Cloud for Customer, Additional Storage	8000568	$ 5.50	$ 4.90
SAP	SAP Cloud for Customer, Private Edition	8000981	$ 16,500.00	$ 14,685.00
SAP	SAP Cloud for Customer, enhanced package	8003185	$ 176.00	$ 156.64
SAP	SAP Cloud for Customer, limited package	8003186	$ 55.00	$ 48.95
SAP	SAP Cloud for Customer, Edge edition	8003938	$ 32.00	$ 28.48
SAP	SAP Cloud for Customer, enterprise edition	8003948	$ 219.00	$ 194.91
SAP	SAP Contact Center, e-channel, cloud ed.	8001016	$ 66.00	$ 58.74
SAP	SAP Contact Center, voice, cloud ed.	8001017	$ 121.00	$ 107.69

SAP	SAP Knowledge Central by Mindtouch-User	8003084	$ 17.00	$ 15.13
SAP	SAP Knowledge Central by Mindtouch-Ext Srv	8003085	$ 16,500.00	$ 14,685.00
SAP	SAP Knowledge Central by Mindtouch-Base	8003086	$ 4,400.00	$ 3,916.00
SAP	SAP Real-Time Communicator by GENBAND	8004033	$ 6.60	$ 5.87
SAP	SAP HANA Cloud Portal, Cloud for Customer Edition	8000793	$ 0.20	$ 0.20
SAP	SAP HANA Cloud Platform, extension package for SAP Cloud for Customer, standard edition	8003949	$ 17.00	$ 15.13
SAP	SAP HANA Cloud Platform, extension package for SAP Cloud for Customer, premium edition	8003950	$ 28.00	$ 24.92
SAP	SAP Workforce Performance Builder, Cloud	8003509-1	$ 109.00	$ 97.01
SAP	SAP Workforce Performance Builder, Cloud	8003509-2	$ 76.00	$ 67.64
SAP	SAP Workforce Performance Builder, Cloud	8003509-3	$ 64.00	$ 56.96
SAP	SAP Workforce Performance Builder, Cloud	8003509-4	$ 52.00	$ 46.28
SAP	SAP Workforce Performance Builder, Cloud	8003509-5	$ 43.00	$ 38.27
SAP	SAP Workforce Performance Builder, Cloud	8003509-6	$ 35.00	$ 31.15
SAP	SAP Workforce Performance Builder, Cloud	8003509-7	$ 29.00	$ 25.81
SAP	SAP Anywhere, starter bundle	8004078	$ 549.00	$ 488.61
SAP	SAP Anywhere, plus bundle	8004079	$ 934.00	$ 831.26
SAP	SAP Anywhere, premium bundle	8004080	$ 1,869.00	$ 1,663.41
SAP	SAP Anywhere, incremental user	8004084	$ 54.00	$ 48.06
SAP	SAP Anywhere, incremental channel	8004085	$ 109.00	$ 97.01
SAP	SAP HANA AppServices Compute Unit - Pro	8000348	$ 142.00	$ 126.38
SAP	SAP HANA AppServices Compute Unit - Prem	8000349	$ 208.00	$ 185.12
SAP	SAP HANA AppServices, Unstructured Storage	8000571	$ 11.00	$ 9.79
SAP	SAP HANA AppServices, Bandwidth	8000351	$ 4.40	$ 3.92
SAP	SAP HANA AppServices, 3rd Party Connect	8000573	$ 110.00	$ 97.90
SAP	SAP HANA AppServices, Administrator	8004159	$ 39.00	$ 34.71
SAP	SAP HANA AppServices, Cloud Portal	8004158	$ 193.00	$ 171.77
SAP	SAP HCP Starter Edition 32 GB	8001020	$ 439.00	$ 390.71
SAP	SAP HCP Starter Edition 64 GB	8001021	$ 549.00	$ 488.61
SAP	SAP HANA AppServices Custom Domains	8001022	$ 110.00	$ 97.90
SAP	SAP HANA Infrastructure Services 64 GB	8003366	$ 952.00	$ 847.28
SAP	SAP HANA Infrastructure Services 128 GB	8003367	$ 1,472.00	$ 1,310.08
SAP	SAP HANA Infrastructure Services 256 GB	8003368	$ 2,338.00	$ 2,080.82
SAP	SAP HANA Infrastructure Services 512 GB	8003369	$ 4,503.00	$ 4,007.67
SAP	SAP HANA Infrastructure Services 1024 GB	8003370	$ 6,668.00	$ 5,934.52
SAP	SAP HANA DBServices, base edition 32 GB	8003545	$ 1,375.00	$ 1,223.75
SAP	SAP HANA DBServices, base edition 64 GB	8003371	$ 2,602.00	$ 2,315.78
SAP	SAP HANA DBServices, base edition 128 GB	8003372	$ 4,772.00	$ 4,247.08
SAP	SAP HANA DBServices, base edition 256 GB	8003374	$ 8,938.00	$ 7,954.82
SAP	SAP HANA DBServices, base edition 512 GB	8003375	$ 17,703.00	$ 15,755.67
SAP	SAP HANA DBServices, base edition 1024 GB	8003376	$ 31,418.00	$ 27,962.02
SAP	SAP HANA DBServices, non-prod. base ed. 32 GB	8003547	$ 1,375.00	$ 1,223.75
SAP	SAP HANA DBServices, non-prod. base ed. 64 GB	8003377	$ 2,602.00	$ 2,315.78
SAP	SAP HANA DBServices, non-prod. base ed. 128 GB	8003378	$ 4,772.00	$ 4,247.08
SAP	SAP HANA DBServices, non-prod. base ed. 256 GB	8003379	$ 8,938.00	$ 7,954.82
SAP	SAP HANA DBServices, non-prod. base ed. 512 GB	8003380	$ 17,703.00	$ 15,755.67
SAP	SAP HANA DBServices, non-prod. base ed. 1024 GB	8003381	$ 31,418.00	$ 27,962.02
SAP	SAP HANA DBServices, platform edition 32 GB	8003546	$ 3,300.00	$ 2,937.00
SAP	SAP HANA DBServices, platform edition 64 GB	8003382	$ 6,232.00	$ 5,546.48
SAP	SAP HANA DBServices, platform edition 128 GB	8003383	$ 12,032.00	$ 10,708.48

SAP	SAP HANA DBServices, platform edition 256 GB	8003384	$ 23,458.00	$ 20,877.62
SAP	SAP HANA DBServices, platform edition 512 GB	8003385	$ 46,743.00	$ 41,601.27
SAP	SAP HANA DBServices, platform edition 1024 GB	8003386	$ 85,868.00	$ 76,422.52
SAP	SAP HANA DBServices, non-prod platform ed 32 GB	8003548	$ 3,300.00	$ 2,937.00
SAP	SAP HANA DBServices, non-prod platform ed 64 GB	8003387	$ 6,232.00	$ 5,546.48
SAP	SAP HANA DBServices, non-prod platform ed 128 GB	8003388	$ 12,032.00	$ 10,708.48
SAP	SAP HANA DBServices, non-prod. platform ed. 256 GB	8003389	$ 23,458.00	$ 20,877.62
SAP	SAP HANA DBServices, non-prod platform ed 512 GB	8003390	$ 46,743.00	$ 41,601.27
SAP	SAP HANA DBServices, non-prod platform ed 1024 GB	8003391	$ 85,868.00	$ 76,422.52
SAP	SAP HANA DBServices, ASE x-small	8003540	$ 550.00	$ 489.50
SAP	SAP HANA DBServices, ASE small	8003541	$ 770.00	$ 685.30
SAP	SAP HANA DBServices, ASE medium	8003542	$ 1,100.00	$ 979.00
SAP	SAP HANA DBServices, ASE large	8003543	$ 2,090.00	$ 1,860.10
SAP	SAP HANA DBServices, ASE x-large	8003544	$ 3,850.00	$ 3,426.50
SAP	SAP HANA DBServices, ASE non-production x-small	8003535	$ 550.00	$ 489.50
SAP	SAP HANA DBServices, ASE non-production small	8003536	$ 770.00	$ 685.30
SAP	SAP HANA DBServices, ASE non-production medium	8003537	$ 1,100.00	$ 979.00
SAP	SAP HANA DBServices, ASE non-production large	8003538	$ 2,090.00	$ 1,860.10
SAP	SAP HANA DBServices, ASE non-production x-large	8003539	$ 3,850.00	$ 3,426.50
SAP	SAP HANA Cloud Platform, professional edition	8003513	$ 22.00	$ 19.58
SAP	SAP HANA Cloud Platform, single application edition	8003514	$ 43.00	$ 38.27
SAP	SAP HANA Cloud Platform, multiple application edition	8003515	$ 130.00	$ 115.70
SAP	SAP HANA Cloud Platform gamification service	8004046	$ 1,100.00	$ 979.00
SAP	SAP HANA AppServices, standard edition	8003516	$ 1,089.00	$ 969.21
SAP	SAP HANA AppServices, premium edition	8003517	$ 3,619.00	$ 3,220.91
SAP	HANA Cloud Integration - Application Ed	8000800	$ 0.08	$ 0.08
SAP	HANA Cloud Integration Standard Edition	8002949	$ 2,200.00	$ 1,958.00
SAP	HANA Cloud Integration Professional Edition	8002951	$ 5,500.00	$ 4,895.00
SAP	HANA Cloud Integration, add'l connection	8002952	$ 385.00	$ 342.65
SAP	SAP HANA AppServices, Cloud Identity	8003511	$ 5.50	$ 4.90
SAP	SAP HANA AppServices, Web IDE Edition	8003103	$ 54.00	$ 48.06
SAP	SAP HCP, Remote Data Sync Service, standard edition	8003943	$ 587.00	$ 522.43
SAP	SAP HCP, Remote Data Sync Service, premium edition	8003944	$ 1,099.00	$ 978.11
SAP	SAP HCP Internet of Things Services	8003929	$ 2.20	$ 1.96
SAP	SAP TwoGo Location	8000776	$ 11.00	$ 9.79
SAP	SAP Mobile Documents Cloud, User	8000761	$ 4.40	$ 3.92
SAP	SAP Mobile Docs Cloud, Storage	8003298	$ 2.20	$ 1.96
SAP	SAP Mobile Secure, cloud edition	8004160	$ 1.65	$ 1.47
SAP	SAP Mobile App Protection by Mocana, cloud	8004161	$ 2.20	$ 1.96
SAP	SAP HCP Mobile Services, user	8003145	$ 5.50	$ 4.90
SAP	SAP HCP Mobile Services, consumer edition	8004024	$ 8,250.00	$ 7,342.50
SAP	SAP Forms as a Service	8003528	$ 4,400.00	$ 3,916.00
SAP	SAP Lumira Cloud, Professional Ed (GB)	8000782-1	$ 147.00	$ 130.83
SAP	SAP Lumira Cloud, Professional Ed (GB)	8000782-2	$ 246.00	$ 218.94
SAP	SAP Lumira Cloud, Professional Ed (GB)	8000782-3	$ 494.00	$ 439.66
SAP	SAP Lumira Cloud, Enterprise Ed, User	8000783	$ 24.00	$ 21.36
SAP	SAP Lumira Cloud,Ent Ed,Storage (per GB)	8000784	$ 24.00	$ 21.36
SAP	SAP Cloud for Analytics, Analytics Std User Public Ed.	8004104	$ 127.00	$ 113.03
SAP	SAP Cloud for Analytics, Planning Prof User Public Ed.	8004105	$ 1,733.00	$ 1,542.37

SAP	SAP Cloud for Analytics, Planning Std User Public Ed.	8004106	$ 121.00	$ 107.69
SAP	SAP Cloud for Analytics, BI User Public Ed.	8004107	$ 22.00	$ 19.58
SAP	SAP Digital Boardroom, Public Ed.	8004108	$ 11,000.00	$ 9,790.00
SAP	SAP Cloud for Analytics, Analytics Std User Private Ed.	8004099	$ 198.00	$ 176.22
SAP	SAP Cloud for Analytics, Planning Prof User Private Ed.	8004100	$ 2,200.00	$ 1,958.00
SAP	SAP Cloud for Analytics, Planning Std User Private Ed.	8004101	$ 165.00	$ 146.85
SAP	SAP Cloud for Analytics, BI User Private Ed.	8004102	$ 66.00	$ 58.74
SAP	SAP Digital Boardroom, Private Ed.	8004103	$ 16,500.00	$ 14,685.00
SAP	SAP Cloud for Analytics, BI Extension Public Ed.	8004110	$ 22.00	$ 19.58
SAP	SAP Cloud for Analytics, storage add-on (per 10 GB)	8003359	$ 11.00	$ 9.79
SAP	SAP Cloud for Analytics test tenant 32 GB Private Ed.	8003351	$ 2,567.00	$ 2,284.63
SAP	SAP Cloud for Analytics test tenant 64 GB Private Ed.	8003352	$ 2,842.00	$ 2,529.38
SAP	SAP Cloud for Analytics test tenant 128 GB Private Ed.	8003353	$ 3,392.00	$ 3,018.88
SAP	SAP Cloud for Analytics test tenant 256 GB Private Ed.	8003354	$ 6,783.00	$ 6,036.87
SAP	SAP Cloud for Analytics 64 GB HANA upgrade, Private Ed.	8003614	$ 642.00	$ 571.38
SAP	SAP Cloud for Analytics 128 GB HANA upgrade, Private Ed.	8003355	$ 642.00	$ 571.38
SAP	SAP Cloud for Analytics 256 GB HANA upgrade, Private Ed.	8003356	$ 1,100.00	$ 979.00
SAP	SAP Cloud for Analytics 512 GB HANA upgrade, Private Ed.	8003357	$ 2,200.00	$ 1,958.00
SAP	SAP Cloud for Analytics 1024 GB HANA upgrade, Private Ed.	8003358	$ 2,750.00	$ 2,447.50
SAP	SAP Agile Data Preparation, cloud edition, technology foundation	8004122	$ 35,200.00	$ 31,328.00
SAP	SAP Agile Data Preparation, cloud edition, analyst option	8004123	$ 550.00	$ 489.50
SAP	SAP API Mgmt, standard cloud edition	8003674	$ 8,250.00	$ 7,342.50
SAP	SAP API Mgmt, premier cloud edition	8003676	$ 11,000.00	$ 9,790.00
SAP	SAP API Mgmt, enterprise cloud edition	8003677	$ 16,500.00	$ 14,685.00
SAP	Preferred Care, SuccessFactors	8003322	$ 0.20	
SAP	Preferred Care, SAP	8003430	$ 0.20	
SAP	Expert Care, Ariba	8002441	$ 0.30	
ServiceNow	ServiceNow® Additional Non-Production Instance - US Data Center (Monthly)	VOPADDINSTDC-US	$ 1,250.00	$ 1,240.55
ServiceNow	ServiceNow® Additional Production Environment - US Data Center (Monthly)	ADDPRODENVRNMTUS	$ 3,750.00	$ 3,721.66
ServiceNow	ServiceNow® Approver User (Monthly)	SNCAPPROVER-36	$ 25.00	$ 24.81
ServiceNow	ServiceNow® Cloud Management - Node (250 Node Minimum Quantity)	SNCPROD90874	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Customer Service Management - Fulfiller User (Monthly)	SNCPROD103484	$ 125.00	$ 124.06
ServiceNow	ServiceNow® Discovery - Node (250 Node Minimum Quantity)	SNCPROD90840	$ 6.00	$ 5.95
ServiceNow	ServiceNow® Event Management - Node (250 Node Minimum Quantity)	SNCPROD90854	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Express Discovery (100 Pack) - Devices (Monthly)	SNCPROD01057	$ 20.00	$ 19.85
ServiceNow	ServiceNow® Express Discovery (1000 Pack - 500 Included at No Charge) - Devices (Monthly)	SNCPROD01056	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Express Fulfiller User (Monthly)	SNCEXPRESS	$ 50.00	$ 49.62
ServiceNow	ServiceNow® Facilities Service Automation - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNFACILITIESSVC	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Financial Management - Fulfiller User (Monthly)	SNCFINMGMT	$ 1,250.00	$ 1,240.55
ServiceNow	ServiceNow® Governance, Risk and Compliance Suite - Fulfiller User	SNCPROD90746	$ 125.00	$ 124.06
ServiceNow	ServiceNow® IT Financial Management - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCFINMGMTUN	$ 1.00	$ 0.99
ServiceNow	ServiceNow® IT Service Automation Suite - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCSVCSAUTSTEGVT-UR	$ 10.00	$ 9.92
ServiceNow	ServiceNow® ITSA Unlimited - Fulfiller User (Monthly)	SNITSAUNLTD	$ 350.00	$ 347.36
ServiceNow	ServiceNow® ITSA Unlimited (Including Platform Runtime) - Fulfiller User	SNCPROD90795	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Notify (All users) - User (Monthly)	SNCNOTIFYAL	$ 1.25	$ 1.24
ServiceNow	ServiceNow® Orchestration Client Software Distribution Application - Client Node (250 Node Minimum Quantity)	SNCPROD90836	$ 1.00	$ 0.99
ServiceNow	ServiceNow® Orchestration Core (10,000 Password Users and 1000 Client SW Dist. Client Nodes included) - Node (250 Node Minimum Quantity)	SNCPROD90863	$ 6.00	$ 5.95
ServiceNow	ServiceNow® Orchestration Password Reset Application - User (Monthly)	SNCORCHPASSWORD	$ 0.50	$ 0.50
ServiceNow	ServiceNow® Performance Analytics - Application (per $1000 Subscription) (Monthly)	SNCPERFANAUSER	$ 200.00	$ 198.49

ServiceNow	ServiceNow® Performance Analytics For IT Service Automation Suite - Application (per $1000 Subscription) (Monthly)	SNCPERFANAITSA	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Performance Analytics For Service Management Suite - Application (per $1000 Subscription) (Monthly)	SNCPERFANASERVMGMT	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Performance Analytics For Service Management Suite With Platform Runtime - Application (per $1000 Subscription) (Monthly)	SNCPROD90797	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Platform Runtime - Fulfiller User	SNCPROD90781	$ 35.00	$ 34.74
ServiceNow	ServiceNow® Project Portfolio Suite - Fulfiller User (Monthly)	SNCPROJPORTUF	$ 75.00	$ 74.43
ServiceNow	ServiceNow® Project Portfolio Suite - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCPROJPORTU-UR	$ 8.00	$ 7.94
ServiceNow	ServiceNow® Public Catalog - Requests (Additonal Requests) (Monthly)	SNCPUBCATADD-36	$ 0.42	$ 0.42
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 1) (Monthly)	SNCPUBCAT1-36	$ 8,333.33	$ 8,270.36
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 2) (Monthly)	SNCPUBCAT2-36	$ 10,416.67	$ 10,337.95
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 3) (Monthly)	SNCPUBCAT3-36	$ 12,500.00	$ 12,405.54
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 4) (Monthly)	SNCPUBCAT4-36	$ 16,666.67	$ 16,540.72
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 5) (Monthly)	SNCPUBCAT5-36	$ 20,833.33	$ 20,675.90
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 2 (Up to 19999 Requests) (Monthly)	SNCPUBCAT1-2	$ 2,083.34	$ 2,067.60
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 3 (Up to 99999 Requests) (Monthly)	SNCPUBCAT1-3	$ 4,166.67	$ 4,135.18
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 4 (Up to 299999 Requests) (Monthly)	SNCPUBCAT1-4	$ 8,333.34	$ 8,270.37
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT1-5	$ 12,500.00	$ 12,405.54
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 2 to Tier 3 (Up to 99999 Requests) (Monthly)	SNCPUBCAT2-3	$ 2,083.33	$ 2,067.59
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 2 to Tier 4 (Up to 299999 Requests) (Monthly)	SNCPUBCAT2-4	$ 6,250.00	$ 6,202.77
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 2 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT2-5	$ 10,416.66	$ 10,337.94
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 3 to Tier 4 (Up to 299999 Requests) (Monthly)	SNCPUBCAT3-4	$ 4,166.67	$ 4,135.18
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 3 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT3-5	$ 8,333.33	$ 8,270.36
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 4 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT4-5	$ 4,166.66	$ 4,135.17
ServiceNow	ServiceNow® Security Operations - Devices (250 Device Minimum Quantity) (Monthly)	SNCPROD104598	$ 0.75	$ 0.74
ServiceNow	ServiceNow® Security Operations (1,000 Devices Included) - Module (Monthly)	SNCPROD104565	$ 6,250.00	$ 6,202.77
ServiceNow	ServiceNow® Service Automation Platform Suite - Process User (Monthly)	SNCSVCSAUTPLT	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Service Catalog With Request Management - Unrestricted Users (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCSERVCATREQMG	$ 3.00	$ 2.98
ServiceNow	ServiceNow® Service Management Suite - Fulfiller User (Monthly)	SNCSERVMGMT	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Service Management Suite - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCSERVMGMTUN	$ 20.00	$ 19.85
ServiceNow	ServiceNow® Service Management Suite With Platform Runtime - Fulfiller User	SNCPROD90798	$ 125.00	$ 124.06
ServiceNow	ServiceNow® ServiceWatch (Eureka and Fuji Only) - Nodes (250 Node Minimum Quantity) (Monthly)	SNCPROD125784	$ 17.00	$ 16.87
ServiceNow	ServiceNow® ServiceWatch Insight (Discovery, Service Mapping and Event Management included) - Node (250 Node Minimum Quantity)	SNCPROD90862	$ 17.00	$ 16.87
ServiceNow	ServiceNow® ServiceWatch Mapping (Discovery and Service Mapping included) - Node (250 Node Minimum Quantity)	SNCPROD90845	$ 14.00	$ 13.89
ServiceNow	ServiceNow® ServiceWatch Suite - Node (250 Node Minimum Quantity)	SNCPROD90911	$ 26.00	$ 25.80
ServiceNow	ServiceNow® Time Card User - Time Card User (Monthly)	SNCTIMECARD	$ 15.00	$ 14.89
ServiceNow	ServiceNow® Field Service Automation - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNFIELDSVCAUTU	$ 7.00	$ 6.95
ServiceNow	ServiceNow® HR Service Automation - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNCHRSERVICEU	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Edge Encryption - Application (per $1000 Subscription) User (Monthly)	SNCPROD01054	$ 200.00	$ 198.49
ServiceNow	ServiceNow® HR Service Management - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNCHRSERVICE	$ 5.00	$ 4.96
ServiceNow	ServiceNow® Service Management Suite v2 - Fulfiller User	SNCSERVMGMTV2	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Service Management Suite v2 With Platform Runtime - Fulfiller User	SNCSERVPLATRTV2	$ 125.00	$ 124.06
ServiceNow	ServiceNow® Service Strategy - Worker	SNCSERVSTRAT	$ 30.00	$ 29.77
ServiceNow	ServiceNow® Service Strategy - Planner	SNCSERVSTRAT	$ 75.00	$ 74.43
ServiceNow	ServiceNow® Service Strategy - Analyst	SNCSERVSTRAT	$ 1,250.00	$ 1,240.55
ServiceNow	ServiceNow® Reporting and Performance Analytics (2 days) - Public (per attendee)	PROD00975	$ 1,595.00	$ 1,582.95
ServiceNow	ServiceNow® Reporting and Performance Analytics (2 days) - On-Site Class (per attendee, minimum 5 attendees)	PROD00981	$ 1,595.00	$ 1,582.95
ServiceNow	ServiceNow® Reporting and Performance Analytics (2 days) - On-Site Class (additional attendee)	PROD00982	$ 1,595.00	$ 1,582.95
Virtru	VTRUEMAIL001	Virtru email encryption licen	$ 60.00	$ 58.65
Virtru	VTRUDRIVE002	Virtru Google Drive encryptic	$ 60.00	$ 58.65
Virtru	VTRUHIPAA003	Preconfigured DLP rules that	$ 499.00	$ 487.77

Virtru	VTRUTEMP004	Customer's logo added to the	$ 499.00	$ 487.77
Virtru	VTRUGTWY005	Server-side gateway that sca	$ 30,000.00	$ 29,325.00
Virtru	VTRUSR006	Customer's branding added t	$ 9,999.00	$ 9,774.02
Virtru	VTRUCLI007	Command line interace (CLI)	$ 1,999.00	$ 1,954.02
Virtustream	System Backup Setup	IC-DP-BU-1T	$ 500.00	$ 465.00
Virtustream	vHANA Installation and Setup Charge - Virtual Appliance	HM-HA-VIR-1T	$ 1,000.00	$ 930.00
Virtustream	Policy Auditor Service Setup	CS-VS-PSVC-1T	$ 62.50	$ 58.13
Virtustream	Policy Auditor System Setup	CS-VS-PSYS-1T	$ 1,500.00	$ 1,395.00
Virtustream	1 TB HANA Managed Appliance (Single Node/Scale-Up) - Primary	HM-HA1-SN-1TB	$ 6,924.60	$ 6,439.88
Virtustream	1 TB HANA Managed Appliance (Single Node/Scale-Up) - Secondary	HM-HA2-SN-1TB	$ 6,924.60	$ 6,439.88
Virtustream	1 TB HANA Managed Appliance for BW (Scale-Out) - Primary	HM-HA1-SO-1TB	$ 7,883.96	$ 7,332.08
Virtustream	1 TB HANA Managed Appliance for BW (Scale-Out) - Secondary	HM-HA2-SO-1TB	$ 7,883.96	$ 7,332.08
Virtustream	1 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-1TB	$ 7,049.50	$ 6,556.03
Virtustream	1 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-1TB	$ 7,049.50	$ 6,556.03
Virtustream	1.5 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-15	$ 7,889.70	$ 7,337.43
Virtustream	1.5 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-15	$ 7,889.70	$ 7,337.43
Virtustream	2 TB HANA Managed Appliance (Single Node/Scale-Up) - Primary	HM-HA1-SN-2TB	$ 16,353.69	$ 15,208.93
Virtustream	2 TB HANA Managed Appliance (Single Node/Scale-Up) - Secondary	HM-HA2-SN-2TB	$ 16,353.69	$ 15,208.93
Virtustream	2 TB HANA Managed Appliance for BW (Scale-Out) - Primary	HM-HA1-SO-2TB	$ 15,978.11	$ 14,859.65
Virtustream	2 TB HANA Managed Appliance for BW (Scale-Out) - Secondary	HM-HA2-SO-2TB	$ 15,978.11	$ 14,859.65
Virtustream	2 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-2TB	$ 8,438.34	$ 7,847.65
Virtustream	2 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-2TB	$ 8,438.34	$ 7,847.65
Virtustream	2FA Dedicated Base Fee	CS-2F-D1-SYS	$ 150.00	$ 139.50
Virtustream	2FA Dedicated DR Base Fee	CS-2F-D2-SYS	$ 45.00	$ 41.85
Virtustream	2FA Dedicated Token Fee	CS-2F-DT-MF	$ 9.00	$ 8.37
Virtustream	2FA Shared Token Fee	CS-2F-ST-MF	$ 11.00	$ 10.23
Virtustream	2FA Virtustream Portal Token Fee	CS-2F-VPT-MF	$ 9.00	$ 8.37
Virtustream	3 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-3TB	$ 9,613.54	$ 8,940.59
Virtustream	3 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-3TB	$ 9,613.54	$ 8,940.59
Virtustream	512 GB HANA Managed Appliance (Single Node/Scale-Up) - Primary	HM-HA1-SN-512	$ 5,472.60	$ 5,089.52
Virtustream	512 GB HANA Managed Appliance (Single Node/Scale-Up) - Secondary	HM-HA2-SN-512	$ 5,472.60	$ 5,089.52
Virtustream	512 GB HANA Managed Appliance for BW (Scale-Out) - Primary	HM-HA1-SO-512	$ 6,533.21	$ 6,075.89
Virtustream	512 GB HANA Managed Appliance for BW (Scale-Out) - Secondary	HM-HA2-SO-512	$ 6,533.21	$ 6,075.89
Virtustream	6 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-6TB	$ 25,124.52	$ 23,365.81
Virtustream	6 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-6TB	$ 25,124.52	$ 23,365.81
Virtustream	Encryption Non-Production Agent per vCPU Fee	CS-ENC-AGTC-NP	$ 30.00	$ 27.90
Virtustream	Encryption Production Agent per vCPU Fee	CS-ENC-AGTC-PR	$ 60.00	$ 55.80
Virtustream	HANA Encryption Agent Fee (Non-Production)	CS-ENC-AGTH-NP	$ 125.00	$ 116.25
Virtustream	HANA Encryption Agent Fee (Production)	CS-ENC-AGTH-PR	$ 250.00	$ 232.50
Virtustream	Enterprise Basic Plus µVM	IC-UVM-BASP-ENT	$ 66.00	$ 61.38
Virtustream	Enterprise Reserve µVM	IC-UVM-RESV-ENT	$ 10.00	$ 9.30
Virtustream	Encryption Management System Fee	CS-ENC-SYS-SYS	$ 850.00	$ 790.50
Virtustream	Firewall Audit System	CS-FA-FA-SYS	$ 675.00	$ 627.75
Virtustream	Managed Firewall Auditing Service	CS-FA-MFA-SVC	$ 270.00	$ 251.10
Virtustream	Anti-Virus Primary System	CS-TM-AV1-SYS	$ 25.00	$ 23.25
Virtustream	Anti-Virus Secondary System	CS-TM-AV2-SYS	$ 25.00	$ 23.25
Virtustream	Anti-Virus Managed Service	CS-TM-AV-SVC	$ 24.99	$ 23.24
Virtustream	File Integrity Monitoring Primary System	CS-TM-FIM1-SYS	$ 25.00	$ 23.25
Virtustream	File Integrity Monitoring Secondary System	CS-TM-FIM2-SYS	$ 25.00	$ 23.25

Virtustream	High Memory Enterprise Basic Plus µVM	IC-UHV-BASP-ENT	$ 24.00	$ 22.32
Virtustream	High Memory Enterprise Basic Plus VM Fee	IC-HVM-BASP-ENT	$ 1,275.00	$ 1,185.75
Virtustream	High Memory Enterprise Reserve µVM	IC-UHV-RESV-ENT	$ 6.50	$ 6.05
Virtustream	Intrusion Detection and Firewall Primary System	CS-TM-IDFW1-SYS	$ 203.57	$ 189.32
Virtustream	Intrusion Detection and Firewall Secondary System	CS-TM-IDFW2-SYS	$ 25.00	$ 23.25
Virtustream	IPSec VPN Bandwidth Fee - USDC1	CS-VPN-U1-NET	$ 31.25	$ 29.06
Virtustream	IPSec VPN Bandwidth Fee - USDC2	CS-VPN-U2-NET	$ 31.25	$ 29.06
Virtustream	IPSec VPN Tunnel Managed Service	CS-VPN-T-SVC	$ 50.00	$ 46.50
Virtustream	Load Balancing Bandwidth Fee (Additional to Network Bandwidth)	IC-NW-LBM-NET	$ 22.50	$ 20.93
Virtustream	Intrusion Detection and Firewall Managed Service	CS-TM-IDFW-SVC	$ 73.74	$ 68.57
Virtustream	VM-Level Security Bundle Primary System fee	CS-TM-VLSB1-SYS	$ 190.18	$ 176.87
Virtustream	Managed Load Balancer Services (Per Server)	IC-NW-LBM-LB	$ 100.00	$ 93.00
Virtustream	VM-Level Security Bundle Secondary System fee	CS-TM-VLSB2-SYS	$ 56.25	$ 52.31
Virtustream	Managed Perimeter Firewall	CS-FW-MPF-SVC	$ 25.00	$ 23.25
Virtustream	Microsoft OS	IC-SW-MSS-WIN	$ 50.00	$ 46.50
Virtustream	Microsoft SQL Enterprise (Per 2 cores)	IC-SW-MQL-ENT	$ 575.00	$ 534.75
Virtustream	Microsoft SQL Standard (Per 2 cores)	IC-SW-MQL-STD	$ 150.00	$ 139.50
Virtustream	Network Bandwidth Fee - USDC1	CS-NW-BWU1-NET	$ 28.75	$ 26.74
Virtustream	Network Bandwidth Fee - USDC2	CS-NW-BWU2-NET	$ 28.75	$ 26.74
Virtustream	Network Based Intrusion Detection System and Managed Service - Secondary	CS-IDS-NB2-SYS	$ 477.00	$ 443.61
Virtustream	Network Based Intrusion Detection System and Managed Service - Primary	CS-IDS-NB1-SYS	$ 957.00	$ 890.01
Virtustream	VM-Level Security Bundle Service Fee (<101 VMs)	CS-TM-VLSBA-SVC	$ 116.14	$ 108.01
Virtustream	VM-Level Security Bundle Service Fee (<1001 VMs)	CS-TM-VLSBB-SVC	$ 105.92	$ 98.50
Virtustream	Public IP Address (IPv4)	IC-NW-IPAD-V4	$ 25.00	$ 23.25
Virtustream	Public IP Address (IPv6)	IC-NW-IPAD-V6	$ 5.00	$ 4.65
Virtustream	Red Hat Enterprise Linux - Enterprise (Per OS)	IC-SW-RHL-ENT	$ 100.00	$ 93.00
Virtustream	Red Hat Enterprise Linux - Standard (Per OS)	IC-SW-RHL-STD	$ 50.00	$ 46.50
Virtustream	Remote Desktop Services (Per User)	IC-SW-RDS-IF	$ 7.50	$ 6.98
Virtustream	SUSE Linux Enterprise <=2 vCPU & <=2GB RAM	IC-SW-SLES-2C	$ 110.00	$ 102.30
Virtustream	SUSE Linux Enterprise <=4 vCPU & <=8GB RAM	IC-SW-SLES-4C	$ 150.00	$ 139.50
Virtustream	SUSE Linux Enterprise <=8 vCPU & >8GB RAM	IC-SW-SLES-8C	$ 250.00	$ 232.50
Virtustream	SUSE Linux Enterprise > 8 vCPU & >8GB RAM	IC-SW-SLES-VCPU	$ 32.00	$ 29.76
Virtustream	SUSE Linux Enterprise for Physical HANA	IC-SW-SLES-PH	$ 200.00	$ 186.00
Virtustream	SUSE Linux Enterprise for SAP <=2 vCPU & <=2GB RAM	IC-SW-SLES-S2C	$ 200.00	$ 186.00
Virtustream	SUSE Linux Enterprise for SAP <=4 vCPU & <=8GB RAM	IC-SW-SLES-S4C	$ 275.00	$ 255.75
Virtustream	SUSE Linux Enterprise for SAP >4 vCPU or >8GB RAM	IC-SW-SLES-SVM	$ 325.00	$ 302.25
Virtustream	SUSE Linux Enterprise for Virtual HANA	IC-SW-SLES-VH	$ 73.00	$ 67.89
Virtustream	STABDARD System Backup (PROTECTED)- Local Only	IC-DP-BUP-LOC	$ 0.30	$ 0.28
Virtustream	STANDARD System Backup (PROTECTED) - Replicated	IC-DP-BUP-REP	$ 0.40	$ 0.37
Virtustream	HANA System Backup (Protected Data) - Local Only	IC-DP-BUPH-LOC	$ 1.35	$ 1.26
Virtustream	HANA System Backup (Protected Data) - Replicated	IC-DP-BUPH-REP	$ 1.80	$ 1.67
Virtustream	Tier 0 Block Storage - Local Only	IC-STO-T0A-LOC	$ 0.99	$ 0.92
Virtustream	Tier 0 Block Storage - Replicated	IC-STO-T0A-REP	$ 2.23	$ 2.07
Virtustream	Tier I Block Storage - Local Only	IC-STO-T1A-LOC	$ 0.53	$ 0.49
Virtustream	Tier I Block Storage - Replicated	IC-STO-T1A-REP	$ 1.16	$ 1.07
Virtustream	Tier II Block Storage - Local Only	IC-STO-T2A-LOC	$ 0.37	$ 0.34
Virtustream	Tier II Block Storage - Replicated	IC-STO-T2A-REP	$ 0.84	$ 0.78
Virtustream	Tier III Block Storage - Local Only	IC-STO-T3A-LOC	$ 0.16	$ 0.15
Virtustream	Tier III Block Storage – Replicated	IC-STO-T3A-REP	$ 0.42	$ 0.39

Virtustream	VM-Level Security Bundle Service Fee (<10,001 VMs)	CS-TM-VLSBC-SVC	$ 99.00	$ 92.07
Virtustream	VM-Level Security Bundle Service Fee (10,000+ VMs)	CS-TM-VLSBD-SVC	$ 88.72	$ 82.51
Virtustream	Log Management System Fee	CS-VS-LM-SYS	$ 2,000.00	$ 1,860.00
Virtustream	Managed Log Management Service	CS-VS-MLM-SVC	$ 60.00	$ 55.80
Virtustream	Policy Auditor Service Fee	CS-VS-PA-SVC	$ 73.00	$ 67.89
Virtustream	Policy Auditor System Fee	CS-VS-PA-SYS	$ 125.00	$ 116.25
Virtustream	Vulnerability Scanning Managed Service - non Public IP	CS-VS-NPIP-SVC	$ 100.00	$ 93.00
Virtustream	Vulnerability Scanning Remedial Ad Hoc Scan	CS-VS-NPIP-AH	$ 450.00	$ 418.50
Virtustream	Vulnerability Scanning Managed Service - Public IP	CS-VS-PIP-SVC	$ 500.00	$ 465.00
Virtustream	Co-Innovation Roundtables - Ad Hoc (6 months)	CC-TAM-CIR-AH	$ 5,850.00	$ 5,440.50
Virtustream	Demand Management Meetings - Ad Hoc (3 months)	CC-TAM-DMM-AH	$ 3,217.50	$ 2,992.28
Virtustream	Executive Scorecards - Ad Hoc (3 months)	CC-TAM-ES-AH	$ 3,510.00	$ 3,264.30
Virtustream	IT Resource Forecast - Ad Hoc (3 months)	CC-TAM-ITRF-AH	$ 7,020.00	$ 6,528.60
Virtustream	Reporting and Business Review - Ad Hoc (1 month)	CC-TAM-RBR-AH	$ 4,638.75	$ 4,314.04
Virtustream	Resource and Performance - Ad Hoc (1 month)	CC-TAM-RP-AH	$ 4,203.75	$ 3,909.49
Virtustream	SLA Review - Ad Hoc (1 month)	CC-TAM-SLAR-AH	$ 1,755.00	$ 1,632.15
Virtustream	Weekly Status and Incident Reporting - Ad Hoc (1 month)	CC-TAM-WSIR-AH	$ 3,330.00	$ 3,096.90
Virtustream	Cloud Cover Setup	CC-SVC-ONCC-1T	$ 155.00	$ 144.15
Virtustream	Onshore SAP User, Security, and Change Management Process Setup	CC-SAP-ONUS-1T	$ 2,750.00	$ 2,557.50
Virtustream	Onshore Business Operating System & Database Support	CC-NS-ONDB-BUS	$ 550.00	$ 511.50
Virtustream	Onshore Business Operating System Support	CC-NS-ONOS-BUS	$ 312.50	$ 290.63
Virtustream	Onshore Business SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-BUS	$ 1,031.25	$ 959.06
Virtustream	Onshore Business SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-BUS	$ 2,625.00	$ 2,441.25
Virtustream	Onshore Enterprise Operating System & Database Support	CC-NS-ONDB-ENT	$ 675.00	$ 627.75
Virtustream	Onshore Enterprise Operating System Support	CC-NS-ONOS-ENT	$ 406.25	$ 377.81
Virtustream	Onshore Enterprise SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-ENT	$ 2,625.00	$ 2,441.25
Virtustream	Onshore Enterprise SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-ENT	$ 3,625.00	$ 3,371.25
Virtustream	Onshore Standard Operating System & Database Support	CC-NS-ONDB-STD	$ 168.75	$ 156.94
Virtustream	Onshore Standard Operating System Support	CC-NS-ONOS-STD	$ 93.75	$ 87.19
Virtustream	Onshore Standard SAP Technical Support (Non-Prod)	CC-SAP-ONNH-STD	$ 406.25	$ 377.81
Virtustream	Onshore Standard SAP Technical Support (Prod)	CC-SAP-ONPH-STD	$ 687.50	$ 639.38
Virtustream	Operational Integration - 1 Year	CC-TAM-OPIN-1Y	$ 1,950.00	$ 1,813.50
Virtustream	Reporting and Business Review - 1 Year	CC-TAM-RBR-1Y	$ 3,092.50	$ 2,876.03
Virtustream	Resource and Performance - 1 Year	CC-TAM-RP-1Y	$ 2,802.50	$ 2,606.33
Virtustream	SLA Review - 1 Year	CC-TAM-SLAR-1Y	$ 1,170.00	$ 1,088.10
Virtustream	Technical Account Management (TAM) - Gold	CC-TAM-TAM-GOLD	$ 12,000.00	$ 11,160.00
Virtustream	Technical Account Management (TAM) - Silver	CC-TAM-TAM-SILV	$ 6,000.00	$ 5,580.00
Virtustream	Technical Account Manager (TAM) - Platinum	CC-TAM-TAM-PLAT	$ 24,000.00	$ 22,320.00
Virtustream	Technical Account Management (TAM) - Per Instance	CC-TAM-TAM-INST	$ 400.00	$ 372.00
Virtustream	Weekly Status and Incident Reporting - 1 Year	CC-TAM-WSIR-1Y	$ 2,220.00	$ 2,064.60
Virtustream	Rack & Stack (Full Cab) - USDC2	DC-RKU2-RS-1T	$ 1,562.50	$ 1,453.13
Virtustream	Rack & Stack (Full Cab) - USDC1	DC-RKU1-RS-1T	$ 1,562.50	$ 1,453.13
Virtustream	Remote Eyes & Hands (US) - Bronze/Silver Ad Hoc (1 Hour)	DC-SVC-REU-SAH1	$ 150.00	$ 139.50
Virtustream	Remote Eyes & Hands (US) - Bronze/Silver Ad Hoc (15 Minutes)	DC-SVC-REU-SAHQ	$ 37.50	$ 34.88
Virtustream	Remote Eyes & Hands (US) - Gold Ad Hoc (1 Hour)	DC-SVC-REU-GAH1	$ 175.00	$ 162.75
Virtustream	Remote Eyes & Hands (US) - Gold Ad Hoc (15 Minutes)	DC-SVC-REU-GAHQ	$ 43.75	$ 40.69
Virtustream	Cloud Connect - HA (48 ports available) - Setup - USDC1	DC-NWU1-XCH-1T	$ 650.00	$ 604.50
Virtustream	Cloud Connect - HA (48 ports available) - Setup - USDC2	DC-NWU2-XCH-1T	$ 650.00	$ 604.50
Virtustream	Cloud Connect - Standard (24 Ports Available) - Setup - USDC1	DC-NWU1-XCS-1T	$ 450.00	$ 418.50

Virtustream	Cloud Connect - Standard (24 Ports Available) - Setup - USDC2	DC-NWU2-XCS-1T	$ 450.00	$ 418.50
Virtustream	Coax Cross Connect - USDC1 - Installation	DC-NWU1-XCCX-1T	$ 200.00	$ 186.00
Virtustream	Coax Cross Connect - USDC2 - Installation	DC-NWU2-XCCX-1T	$ 200.00	$ 186.00
Virtustream	Copper Cross Connect - USDC1 - Installation	DC-NWU1-XCC-1T	$ 250.00	$ 232.50
Virtustream	Copper Cross Connect - USDC2 - Installation	DC-NWU2-XCC-1T	$ 250.00	$ 232.50
Virtustream	Fiber Cross Connect - USDC1 - Installation	DC-NWU1-XCF-1T	$ 500.00	$ 465.00
Virtustream	Fiber Cross Connect - USDC2 - Installation	DC-NWU2-XCF-1T	$ 500.00	$ 465.00
Virtustream	20 A / 120 V Power Strip - USDC1	DC-PWU1-21S-1T	$ 1,125.00	$ 1,046.25
Virtustream	20 A / 120 V Power Strip - USDC2	DC-PWU2-21S-1T	$ 1,125.00	$ 1,046.25
Virtustream	20 A / 120 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-21R-1T	$ 3,020.84	$ 2,809.38
Virtustream	20 A / 120 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-21R-1T	$ 4,479.16	$ 4,165.62
Virtustream	20 A / 120 V Primary Power - USDC1 - Installation	DC-PWU1-21P-1T	$ 1,979.16	$ 1,840.62
Virtustream	20 A / 120 V Primary Power - USDC2 - Installation	DC-PWU2-21P-1T	$ 2,916.66	$ 2,712.49
Virtustream	20 A / 208 V Power Strip - USDC1	DC-PWU1-22S-1T	$ 1,375.00	$ 1,278.75
Virtustream	20 A / 208 V Power Strip - USDC2	DC-PWU2-22S-1T	$ 1,375.00	$ 1,278.75
Virtustream	20 A / 208 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-22R-1T	$ 3,125.00	$ 2,906.25
Virtustream	20 A / 208 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-22R-1T	$ 4,687.50	$ 4,359.38
Virtustream	20 A / 208 V Primary Power - USDC1 - Installation	DC-PWU1-22P-1T	$ 2,083.34	$ 1,937.51
Virtustream	20 A / 208 V Primary Power - USDC2 - Installation	DC-PWU2-22P-1T	$ 3,229.16	$ 3,003.12
Virtustream	30 A / 120 V Power Strip - USDC1	DC-PWU1-31S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 120 V Power Strip - USDC2	DC-PWU2-31S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 120 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-31R-1T	$ 4,583.34	$ 4,262.51
Virtustream	30 A / 120 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-31R-1T	$ 7,291.66	$ 6,781.24
Virtustream	30 A / 120 V Primary Power - USDC1 - Installation	DC-PWU1-31P-1T	$ 3,125.00	$ 2,906.25
Virtustream	30 A / 120 V Primary Power - USDC2 - Installation	DC-PWU2-31P-1T	$ 5,000.00	$ 4,650.00
Virtustream	30 A / 208 V Power Strip - USDC1	DC-PWU1-32S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 208 V Power Strip - USDC2	DC-PWU2-32S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 208 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-32R-1T	$ 4,583.34	$ 4,262.51
Virtustream	30 A / 208 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-32R-1T	$ 7,708.34	$ 7,168.76
Virtustream	30 A / 208 V Primary Power - USDC1 - Installation	DC-PWU1-32P-1T	$ 3,333.34	$ 3,100.01
Virtustream	30 A / 208 V Primary Power - USDC2 - Installation	DC-PWU2-32P-1T	$ 5,625.00	$ 5,231.25
Virtustream	Rack Installation - USDC1	DC-RKU1-RK-1T	$ 5,000.00	$ 4,650.00
Virtustream	Rack Installation - USDC2	DC-RKU2-RK-1T	$ 5,000.00	$ 4,650.00
Virtustream	20 A / 120 V Primary / Redundant Power - USDC1	DC-PWU1-21R-PF	$ 534.06	$ 496.68
Virtustream	20 A / 120 V Primary / Redundant Power - USDC2	DC-PWU2-21R-PF	$ 576.89	$ 536.51
Virtustream	20 A / 120 V Primary Power - USDC1	DC-PWU1-21P-PF	$ 418.43	$ 389.14
Virtustream	20 A / 120 V Primary Power - USDC2	DC-PWU2-21P-PF	$ 463.76	$ 431.30
Virtustream	20 A / 208 V Primary / Redundant Power - USDC1	DC-PWU1-22R-PF	$ 823.85	$ 766.18
Virtustream	20 A / 208 V Primary / Redundant Power - USDC2	DC-PWU2-22R-PF	$ 898.09	$ 835.22
Virtustream	20 A / 208 V Primary Power - USDC1	DC-PWU1-22P-PF	$ 684.96	$ 637.01
Virtustream	20 A / 208 V Primary Power - USDC2	DC-PWU2-22P-PF	$ 759.20	$ 706.06
Virtustream	30 A / 120 V Primary / Redundant Power - USDC1	DC-PWU1-31R-PF	$ 731.65	$ 680.43
Virtustream	30 A / 120 V Primary / Redundant Power - USDC2	DC-PWU2-31R-PF	$ 795.89	$ 740.18
Virtustream	30 A / 120 V Primary Power - USDC1	DC-PWU1-31P-PF	$ 627.63	$ 583.70
Virtustream	30 A / 120 V Primary Power - USDC2	DC-PWU2-31P-PF	$ 695.65	$ 646.95
Virtustream	30 A / 208 V Primary / Redundant Power - USDC1	DC-PWU1-32R-PF	$ 1,166.34	$ 1,084.70
Virtustream	30 A / 208 V Primary / Redundant Power - USDC2	DC-PWU2-32R-PF	$ 1,277.69	$ 1,188.25
Virtustream	30 A / 208 V Primary Power - USDC1	DC-PWU1-32P-PF	$ 1,027.45	$ 955.53
Virtustream	30 A / 208 V Primary Power - USDC2	DC-PWU2-32P-PF	$ 1,138.80	$ 1,059.08

Virtustream	Cloud Connect - HA (48 ports available)	DC-NWU3-XCH-HA	$ 531.25	$ 494.06
Virtustream	Cloud Connect - HA (48 ports available) - USDC1	DC-NWU1-XCH-HA	$ 531.25	$ 494.06
Virtustream	Cloud Connect - HA (48 ports available) - USDC2	DC-NWU2-XCH-HA	$ 531.25	$ 494.06
Virtustream	Cloud Connect - Standard (24 ports available)	DC-NWU3-XCS-STD	$ 250.00	$ 232.50
Virtustream	Cloud Connect - Standard (24 ports available) - USDC1	DC-NWU1-XCS-STD	$ 250.00	$ 232.50
Virtustream	Cloud Connect - Standard (24 ports available) - USDC2	DC-NWU2-XCS-STD	$ 250.00	$ 232.50
Virtustream	Coax DS-3 Cross Connect - USDC1	DC-NWU1-XCCX-MF	$ 175.00	$ 162.75
Virtustream	Coax DS-3 Cross Connect - USDC2	DC-NWU2-XCCX-MF	$ 175.00	$ 162.75
Virtustream	Copper Cross Connect - USDC1	DC-NWU1-XCC-MF	$ 187.50	$ 174.38
Virtustream	Copper Cross Connect - USDC2	DC-NWU2-XCC-MF	$ 187.50	$ 174.38
Virtustream	Fiber Cross Connect - USDC1	DC-NWU1-XCF-MF	$ 343.75	$ 319.69
Virtustream	Fiber Cross Connect - USDC2	DC-NWU2-XCF-MF	$ 343.75	$ 319.69
Virtustream	Hotel Rack (1U) - Managed Colo - USDC1	DC-RKU1-RK-HR	$ 125.00	$ 116.25
Virtustream	Hotel Rack (1U) - Managed Colo - USDC2	DC-RKU2-RK-HR	$ 125.00	$ 116.25
Virtustream	kW Primary Power Charge - USDC1	DC-PWU1-P-PF	$ 217.93	$ 202.67
Virtustream	kW Primary Power Charge - USDC2	DC-PWU2-P-PF	$ 217.93	$ 202.67
Virtustream	Remote Eyes & Hands (US) - Bronze	DC-SVC-REU-B	$ 300.00	$ 279.00
Virtustream	Remote Eyes & Hands (US) - Gold	DC-SVC-REU-G	$ 1,500.00	$ 1,395.00
Virtustream	Co-Innovation Roundtables - Ad Hoc (6 months)	CC-TAM-CIR-AH	$ 5,850.00	$ 5,265.00
Virtustream	Demand Management Meetings - Ad Hoc (3 months)	CC-TAM-DMM-AH	$ 3,217.50	$ 2,895.75
Virtustream	Executive Scorecards - Ad Hoc (3 months)	CC-TAM-ES-AH	$ 3,510.00	$ 3,159.00
Virtustream	IT Resource Forecast - Ad Hoc (3 months)	CC-TAM-ITRF-AH	$ 7,020.00	$ 6,318.00
Virtustream	Reporting and Business Review - Ad Hoc (1 month)	CC-TAM-RBR-AH	$ 4,638.75	$ 4,174.88
Virtustream	Resource and Performance - Ad Hoc (1 month)	CC-TAM-RP-AH	$ 4,203.75	$ 3,783.38
Virtustream	SLA Review - Ad Hoc (1 month)	CC-TAM-SLAR-AH	$ 1,755.00	$ 1,579.50
Virtustream	Weekly Status and Incident Reporting - Ad Hoc (1 month)	CC-TAM-WSIR-AH	$ 3,330.00	$ 2,997.00
Virtustream	Cloud Cover Setup	CC-SVC-ONCC-1T	$ 155.00	$ 139.50
Virtustream	Onshore SAP User, Security, and Change Management Process Setup	CC-SAP-ONUS-1T	$ 2,750.00	$ 2,475.00
Virtustream	Onshore Business Operating System & Database Support	CC-NS-ONDB-BUS	$ 550.00	$ 495.00
Virtustream	Onshore Business Operating System Support	CC-NS-ONOS-BUS	$ 312.50	$ 281.25
Virtustream	Onshore Business SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-BUS	$ 1,031.25	$ 928.13
Virtustream	Onshore Business SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-BUS	$ 2,625.00	$ 2,362.50
Virtustream	Onshore Enterprise Operating System & Database Support	CC-NS-ONDB-ENT	$ 675.00	$ 607.50
Virtustream	Onshore Enterprise Operating System Support	CC-NS-ONOS-ENT	$ 406.25	$ 365.63
Virtustream	Onshore Enterprise SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-ENT	$ 2,625.00	$ 2,362.50
Virtustream	Onshore Enterprise SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-ENT	$ 3,625.00	$ 3,262.50
Virtustream	Onshore Standard Operating System & Database Support	CC-NS-ONDB-STD	$ 168.75	$ 151.88
Virtustream	Onshore Standard Operating System Support	CC-NS-ONOS-STD	$ 93.75	$ 84.38
Virtustream	Onshore Standard SAP Technical Support (Non-Prod)	CC-SAP-ONNH-STD	$ 406.25	$ 365.63
Virtustream	Onshore Standard SAP Technical Support (Prod)	CC-SAP-ONPH-STD	$ 687.50	$ 618.75
Virtustream	Operational Integration - 1 Year	CC-TAM-OPIN-1Y	$ 1,950.00	$ 1,755.00
Virtustream	Reporting and Business Review - 1 Year	CC-TAM-RBR-1Y	$ 3,092.50	$ 2,783.25
Virtustream	Resource and Performance - 1 Year	CC-TAM-RP-1Y	$ 2,802.50	$ 2,522.25
Virtustream	SLA Review - 1 Year	CC-TAM-SLAR-1Y	$ 1,170.00	$ 1,053.00
Virtustream	Technical Account Management (TAM) - Gold	CC-TAM-TAM-GOLD	$ 12,000.00	$ 10,800.00
Virtustream	Technical Account Management (TAM) - Silver	CC-TAM-TAM-SILV	$ 6,000.00	$ 5,400.00
Virtustream	Technical Account Manager (TAM) - Platinum	CC-TAM-TAM-PLAT	$ 24,000.00	$ 21,600.00
Virtustream	Technical Account Management (TAM) - Per Instance	CC-TAM-TAM-INST	$ 400.00	$ 360.00
Virtustream	Weekly Status and Incident Reporting - 1 Year	CC-TAM-WSIR-1Y	$ 2,220.00	$ 1,998.00

VMware	U.S. Federal Socialcast Configuration and Integration Design - On Premise Platform	CON-HZ-SC-CIDOP-FF	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal Socialcast Assigned Client Account Representative	CON-HZ-SC-ACAR-FF	$ 30,000.00	$ 29,319.90
VMware	U.S. Federal Socialcast Reach System Integration	CON-HZ-SC-RSI-FF	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal Socialcast Single Sign On Configuration	CON-HZ-SC-SSOC-FF	$ 5,000.00	$ 4,886.65
VMware	U.S. Federal Socialcast Custom Theme Integration	CON-HZ-SC-CTI-FF	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.8] - Open Enrollment	EDU-SRMICM58-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.8] - Onsite	EDU-SRMICM58-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.8] - Extra Person	EDU-SRMICM58-XP-F	$ 1,376.00	$ 1,344.81
VMware	U.S. Federal VMware vSphere: Design Workshop [V5.5] - Open Enrollment	EDU-VSDW55-OE-F	$ 2,695.00	$ 2,633.90
VMware	U.S. Federal VMware vSphere: Design Workshop [V5.5] - On Site	EDU-VSDW55-OS-F	$ 22,650.00	$ 22,136.52
VMware	U.S. Federal VMware vSphere: Design Workshop [V5.5] - Extra Person	EDU-VSDW55-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware SDDC Intensive Workshop [V3.0] - Open Enrollment	EDU-SDDC3-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware SDDC Intensive Workshop [V3.0] - On Site	EDU-SDDC3-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware SDDC Intensive Workshop [V3.0] - Extra Person	EDU-SDDC3-XP-F	$ 5,285.00	$ 5,165.19
VMware	VMware NSX for Internetworking Experts Fast Track [V6.0] - Open Enrollment	EDU-NSXFT6-OE-F	$ 6,265.00	$ 6,122.97
VMware	VMware NSX for Internetworking Experts Fast Track [V6.0] - On Site	EDU-NSXFT6-OS-F	$ 52,850.00	$ 51,651.89
VMware	VMware NSX for Internetworking Experts Fast Track [V6.0] - Extra Person	EDU-NSXFT6-XP-F	$ 5,285.00	$ 5,165.19
VMware	VMware Mirage: Install Configure Manage [V5.0] - Open Enrollment	EDU-MICM5-OE-F	$ 2,250.00	$ 2,198.99
VMware	VMware Mirage: Install Configure Manage [V5.0] - Onsite	EDU-MICM5-OS-F	$ 18,750.00	$ 18,324.94
VMware	VMware Mirage: Install Configure Manage [V5.0] - Extra Person	EDU-MICM5-XP-F	$ 1,875.00	$ 1,832.49
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V6.0] - Open Enrollment	EDU-VSOS6-OE-F	$ 4,475.00	$ 4,373.55
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V6.0] - On Site	EDU-VSOS6-OS-F	$ 37,750.00	$ 36,894.21
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V6.0] - Open Enrollment	EDU-VSICM6-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V6.0] - On Site	EDU-VSICM6-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V 6.0] - Extra Person	EDU-VSICM6-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal VMware vFabric tcServer Jumpstart	CON-S2-TCSERVER-JS-F	$ 5,495.00	$ 5,370.43
VMware	U.S. Federal VMware vFabric Hyperic Jumpstart	CON-S2-HYPERIC-JS-F	$ 8,195.00	$ 8,009.22
VMware	U.S. Federal VMware vFabric Hyperic and tcServer Jumpstart	CON-S2-HYPR-TCS-JS-F	$ 12,795.00	$ 12,504.94
VMware	U.S. Federal VMware vFabric PaaS Planning Service	CON-S2-PAAS-PLN-F	$ 25,595.00	$ 25,014.76
VMware	U.S. Federal GemFire Architectural Accelerator Service	CON-S2-GEMFIRE-ACL-F	$ 25,595.00	$ 25,014.76
VMware	U.S. Federal VMware Hyperic and vCenter Operations Enterprise Standalone Jumpstart	CON-S2-HYPR-VCO-JS-F	$ 18,995.00	$ 18,564.38
VMware	U.S. Federal VMware Advanced Technical Account Manager for NSX	TAM-NSX-ADV-F	$ 174,995.00	$ 171,027.86
VMware	U.S. Federal VMware Basic Technical Account Manager for NSX	TAM-NSX-BSC-F	$ 89,995.00	$ 87,954.81
VMware	U.S. Federal VMware Dedicated Technical Account Manager for NSX	TAM-NSX-DED-F	$ 324,995.00	$ 317,627.36
VMware	U.S. Federal VMware Infrastructure Health Check	CON-ESX-HC-AW-F	$ 9,000.00	$ 8,795.97
VMware	U.S. Federal VMware Physical to Virtual Migration Jumpstart	CON-ESX-P2V-F	$ 6,000.00	$ 5,863.98
VMware	U.S. Federal VMware Infrastructure with vCenter Lab Manager Jumpstart	CON-ESXVC-LM-JS-F	$ 13,500.00	$ 13,193.95
VMware	U.S. Federal VMware Infrastructure with Physical to Virtual Migration Jumpstart	CON-ESXVCP2V-JS-F	$ 13,500.00	$ 13,193.95
VMware	U.S. Federal VMware Infrastructure Jumpstart with vCenter Stage Manager	CON-ESXVCSM-JS-F	$ 13,500.00	$ 13,193.95
VMware	U.S. Federal Consulting Expense Reimbursement (T&E)	CON-EXP-F	$ 2,200.00	$ 2,150.13
VMware	U.S. Federal Vmware 1-day Jumpstart Add-on	CON-GC-JSAO-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware vCenter Lab Manager Jumpstart	CON-LM-JS-F	$ 6,000.00	$ 5,863.98
VMware	U.S. Federal VMware ThinApp Application Virtualization Jumpstart	CON-THIN-JS-F	$ 6,000.00	$ 5,863.98
VMware	U.S. Federal VMware View Manager Jumpstart	CON-VIEW-JS-F	$ 9,000.00	$ 8,795.97
VMware	U.S. Federal UPGRADE: VMware Technical Account Manager Tier 1 to Tier 2 per Month	TAM-UG-TIER-1-2-F	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal UPGRADE: VMware Technical Account Manager Tier 1 to Tier 3 per Month	TAM-UG-TIER-1-3-F	$ 19,583.33	$ 19,139.38
VMware	U.S. Federal UPGRADE: VMware Technical Account Manager Tier 2 to Tier 3 per Month	TAM-UG-TIER-2-3-F	$ 12,083.33	$ 11,809.40
VMware	U.S. Federal VMware View 4: Install Configure Manage - Open Enrollment	EDU-VMVICM-OE-F	$ 2,475.00	$ 2,418.89
VMware	U.S. Federal VMware View 4: Install Configure Manage - Onsite	EDU-VMVICM-OS-F	$ 20,625.00	$ 20,157.43

VMware	U.S. Federal VMware View 4: Install Configure Manage - Extra Person	EDU-VMVICM-XP-F	$ 2,063.00	$ 2,016.23
VMware	U.S. Federal VMware vSphere 4: Manage for Performance - Extra Person	EDU-VS4DMP-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware vSphere 4: Design Workshop - Open Enrollment	EDU-VS4DW-OE-F	$ 2,475.00	$ 2,418.89
VMware	U.S. Federal VMware vSphere 4: Design Workshop - On Site	EDU-VS4DW-OS-F	$ 20,625.00	$ 20,157.43
VMware	U.S. Federal VMware vSphere 4: Design Workshop - Extra Person	EDU-VS4DW-XP-F	$ 2,063.00	$ 2,016.23
VMware	U.S. Federal VMware vSphere 4: Manage Availability - Open Enrollment	EDU-VS4MA-OE-F	$ 825.00	$ 806.30
VMware	U.S. Federal VMware vSphere 4: Manage Availability - On Site	EDU-VS4MA-OS-F	$ 6,875.00	$ 6,719.14
VMware	U.S. Federal VMware vSphere 4: Manage Availability - Extra Person	EDU-VS4MA-XP-F	$ 688.00	$ 672.40
VMware	U.S. Federal VMware vSphere 4: Manage and Design for Security - Open Enrollment	EDU-VS4MDS-OE-F	$ 2,695.00	$ 2,633.90
VMware	U.S. Federal VMware vSphere 4: Manage and Design for Security - On Site	EDU-VS4MDS-OS-F	$ 22,650.00	$ 22,136.52
VMware	U.S. Federal VMware vSphere 4: Manage and Design for Security - Extra Person	EDU-VS4MDS-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware vSphere 4: Manage for Performance - Open Enrollment	EDU-VS4MP-OE-F	$ 2,695.00	$ 2,633.90
VMware	U.S. Federal VMware vSphere 4: Manage for Performance - On Site	EDU-VS4MP-OS-F	$ 22,650.00	$ 22,136.52
VMware	U.S. Federal VMware vSphere 4: Manage Scalability - Open Enrollment	EDU-VS4MS-OE-F	$ 825.00	$ 806.30
VMware	U.S. Federal VMware vSphere 4: Manage Scalability - On Site	EDU-VS4MS-OS-F	$ 6,875.00	$ 6,719.14
VMware	U.S. Federal VMware vSphere 4: Manage Scalability - Extra Person	EDU-VS4MS-XP-F	$ 688.00	$ 672.40
VMware	U.S. Federal VMware vSphere 4: Skills for Operators - Open Enrollment	EDU-VS4SO-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vSphere 4: Skills for Operators - Onsite	EDU-VS4SO-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere 4: Skills for Operators- Extra Person	EDU-VS4SO-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal VMware vSphere 4: Troubleshooting - Open Enrollment	EDU-VS4TR-OE-F	$ 3,595.00	$ 3,513.50
VMware	U.S. Federal VMware vSphere 4: Troubleshooting - On Site	EDU-VS4TR-OS-F	$ 30,200.00	$ 29,515.37
VMware	U.S. Federal VMware vSphere 4: Troubleshooting - Extra Person	EDU-VS4TR-XP-F	$ 3,020.00	$ 2,951.54
VMware	U.S. Federal VMware vSphere 4: What's New - Open Enrollment	EDU-VS4WN-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vSphere 4: What's New-On Site	EDU-VS4WN-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere 4: What's New-Extra Person	EDU-VS4WN-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal Vmware VS4: Install Configure Manage V40b - Extra Person	EDU-VS41ICM-XP-F	$ 3,438.00	$ 3,360.06
VMware	U.S. Federal VMware View: Desktop Fast Track [V4.5] - Open Enrollment	EDU-VDFT45-OE-F	$ 4,945.00	$ 4,832.90
VMware	U.S. Federal VMware View: Desktop Fast Track [V4.5] - Onsite	EDU-VDFT45-OS-F	$ 41,580.00	$ 40,637.38
VMware	U.S. Federal VMware View: Desktop Fast Track [V4.5] - Extra Person	EDU-VDFT45-XP-F	$ 4,158.00	$ 4,063.74
VMware	U.S. Federal VMware vSphere: Advanced Fast Track [V4.x] - Open Enrollment	EDU-VS4AFT-OE-F	$ 5,600.00	$ 5,473.05
VMware	U.S. Federal VMware vSphere: Advanced Fast Track [V4.x] - Onsite	EDU-VS4AFT-OS-F	$ 47,190.00	$ 46,120.20
VMware	U.S. Federal VMware vSphere: Advanced Fast Track [V4.x] - Extra Person	EDU-VS4AFT-XP-F	$ 4,719.00	$ 4,612.02
VMware	U.S. Federal VMware vSphere: Automation Fast Track [V4.1] - Open Enrollment	EDU-VS41AUFT-OE-F	$ 5,165.00	$ 5,047.91
VMware	U.S. Federal VMware vSphere: Automation Fast Track [V4.1] - Onsite	EDU-VS41AUFT-OS-F	$ 43,450.00	$ 42,464.99
VMware	U.S. Federal VMware vSphere: Automation Fast Track [V4.1] - Extra Person	EDU-VS41AUFT-XP-F	$ 4,345.00	$ 4,246.50
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V5.0] - On Site	EDU-VSICM5-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V5.0] - Extra Person	EDU-VSICM5-XP-F	$ 3,438.00	$ 3,360.06
VMware	U.S. Federal VMware vSphere: What's New [V5.0] - Open Enrollment	EDU-VSWN5-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vSphere: What's New [V5.0] - On Site	EDU-VSWN5-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere: What's New [V5.0] - Extra Person	EDU-VSWN5-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.0] - Open Enrollment	EDU-VCSRM5-OE-F	$ 1,795.00	$ 1,754.31
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.0] - On Site	EDU-VCSRM5-OS-F	$ 15,100.00	$ 14,757.68
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.0] - Extra Person	EDU-VCSRM5-XP-F	$ 1,510.00	$ 1,475.77
VMware	U.S. Federal VMware vSphere: Fast Track [V5.0] - On Site	EDU-VSFT5-OS-F	$ 55,000.00	$ 53,753.15
VMware	U.S. Federal VMware vSphere: Fast Track [V5.0] - Extra Person	EDU-VSFT5-XP-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal VMware vCloud: Deploy and Manage the VMware Cloud [V1.5] - Open Enrollment	EDU-VC15DM-OE-F	$ 3,595.00	$ 3,513.50
VMware	U.S. Federal VMware vCloud: Deploy and Manage the VMware Cloud [V1.5] - On Site	EDU-VC15DM-OS-F	$ 30,200.00	$ 29,515.37
VMware	U.S. Federal VMware vCloud: Deploy and Manage the VMware Cloud [V1.5] - Extra Person	EDU-VC15DM-XP-F	$ 3,020.00	$ 2,951.54
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V5.0] - Open Enrollment	EDU-VSOS5-OE-F	$ 4,495.00	$ 4,393.10

VMware	U.S. Federal VMware vSphere: Optimize and Scale [V5.0] - On Site	EDU-VSOS5-OS-F	$ 37,750.00	$ 36,894.21
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V5.0] - Extra Person	EDU-VSOS5-XP-F	$ 3,775.00	$ 3,689.42
VMware	U.S. Federal VMware vCenter Operations Manager:Analyze and Predict [V5.0] - Open Enrollment	EDU-VCOAP5-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vCenter Operations Manager:Analyze and Predict [V5.0] - On Site	EDU-VCOAP5-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vCenter Operations Manager:Analyze and Predict [V5.0] - Extra Person	EDU-VCOAP5-XP-F	$ 1,375.00	$ 1,343.83
VMware	VMware View: Design Best Practices [V5.1] - Open Enrollment	EDU-VDBP51-OE-F	$ 2,695.00	$ 2,633.90
VMware	VMware View: Design Best Practices [V5.1] - On Site	EDU-VDBP51-OS-F	$ 22,650.00	$ 22,136.52
VMware	VMware View: Design Best Practices [V5.1] - Extra Person	EDU-VDBP51-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware View: Desktop Fast Track [V5.0] - On Site	EDU-VDFT5-OS-F	$ 37,818.00	$ 36,960.66
VMware	U.S. Federal VMware View: Desktop Fast Track [V5.0] - Extra Person	EDU-VDFT5-XP-F	$ 3,782.00	$ 3,696.26
VMware	VMware vCloud: Design Best Practices [V1.5] - Open Enrollment	EDU-VCDBP15-OE-F	$ 2,695.00	$ 2,633.90
VMware	VMware vCloud: Design Best Practices [V1.5] - On Site	EDU-VCDBP15-OS-F	$ 22,650.00	$ 22,136.52
VMware	VMware vCloud: Design Best Practices [V1.5] - Extra Person	EDU-VCDBP15-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware vFabric TAM	CON-S2-TAM-TIER-1-F	$ 64,995.00	$ 63,521.56
VMware	U.S. Federal VMware vFabric Strategic TAM	CON-S2-TAM-TIER-2-F	$ 154,995.00	$ 151,481.26
VMware	U.S. Federal VMware vFabric Dedicated Strategic TAM	CON-S2-TAM-TIER-3-F	$ 299,995.00	$ 293,194.11
VMware	U.S. Federal Spring Web [V3.1] - Onsite	EDU-S2-PRIV-SW31-OS-F	$ 2,025.00	$ 2,025.00
VMware	Groovy and Grails [V2.0] - Open Enrollment	EDU-S2-GG20-OE-F	$ 2,700.00	$ 2,638.79
VMware	Groovy and Grails [V2.0] - Onsite	EDU-S2-PRIV-GG20-OS-F	$ 2,025.00	$ 1,979.09
VMware	VMware vCloud Networking and Security for vSphere Professionals [V5.1] - Open Enrollment	EDU-VCNS51-OE-F	$ 2,695.00	$ 2,633.90
VMware	VMware vCloud Networking and Security for vSphere Professionals [V5.1] - On Site	EDU-VCNS51-OS-F	$ 22,650.00	$ 22,136.52
VMware	VMware vCloud Networking and Security for vSphere Professionals [V5.1] - Extra Person	EDU-VCNS51-XP-F	$ 2,265.00	$ 2,213.65
VMware	VMware vCloud Director: Organization Administration [V5.5] - Open Enrollment	EDU-VCOA55-OE-F	$ 1,645.00	$ 1,607.71
VMware	VMware vCloud Director: Organization Administration [V5.5] - On Site	EDU-VCOA55-OS-F	$ 13,750.00	$ 13,438.29
VMware	VMware vCloud Director: Organization Administration [V5.5] - Extra Person	EDU-VCOA55-XP-F	$ 1,375.00	$ 1,343.83
VMware	VMware vCloud Director: Install Configure Manage [V5.5] - Open Enrollment	EDU-VCICM55-OE-F	$ 2,475.00	$ 2,418.89
VMware	VMware vCloud Director: Install Configure Manage [V5.5] - On Site	EDU-VCICM55-OS-F	$ 20,625.00	$ 20,157.43
VMware	VMware vCloud Director: Install Configure Manage [V5.5] - Extra Person	EDU-VCICM55-XP-F	$ 2,063.00	$ 2,016.23
VMware	U.S. Federal VMware View: Install Configure Manage [V5.0] - Open Enrollment	EDU-VICM5-OE-F	$ 3,295.00	$ 3,220.30
VMware	U.S. Federal VMware View: Install Configure Manage [V5.0] - On Site	EDU-VICM5-OS-F	$ 27,500.00	$ 26,876.57
VMware	U.S. Federal VMware vSphere: What's New [V5.x to V6.0] - Open Enrollment	EDU-VSWN6-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal VMware vSphere: What's New [V5.x to V6.0] - On Site	EDU-VSWN6-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere: What's New [V5.x to V6.0] - Extra Person	EDU-VSWN6-XP-F	$ 1,376.00	$ 1,344.81
VMware	U.S. Federal VMware Mirage [V5.0] and Horizon with View [V6.0]: Fast Track - Open Enrollment	EDU-M5H6FT-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware Mirage [V5.0] and Horizon with View [V6.0]: Fast Track - On Site	EDU-M5H6FT-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware Mirage [V5.0] and Horizon with View [V6.0]: Fast Track - Extra Person	EDU-M5H6FT-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal VMware IT Business Management: Costing and Implementation [V8.0] - Open Enrollment	EDU-ITBM8-OE-F	$ 3,300.00	$ 3,225.19
VMware	U.S. Federal VMware IT Business Management: Costing and Implementation [V8.0] - On Site	EDU-ITBM8-OS-F	$ 27,500.00	$ 26,876.57
VMware	U.S. Federal VMware IT Business Management: Costing and Implementation [V8.0] - Extra Person	EDU-ITBM8-XP-F	$ 2,752.00	$ 2,689.61
VMware	U.S. Federal VMware vRealize Operations Manager: Install Configure Manage [V6.0] - On Site	EDU-VCOPICM6-OS-F	$ 37,750.00	$ 36,894.21
VMware	U.S. Federal VMware vRealize Operations Manager: Install Configure Manage [V6.0] - Open Enrollment	EDU-VCOPICM6-OE-F	$ 4,495.00	$ 4,393.10
VMware	U.S. Federal VMware vRealize Operations Manager: Install Configure Manage [V6.0] - Extra Person	EDU-VCOPICM6-XP-F	$ 3,775.00	$ 3,689.42
VMware	U.S. Federal VMware Horizon 6 Production Pilot	CON-HZN-PILOT-F	$ 74,380.00	$ 72,693.80
VMware	U.S. Federal AirWatch Enterprise Mobility: Bootcamp - Open Enrollment	EDU-AW-BTCMP-OE-F	$ 2,800.00	$ 2,736.52
VMware	U.S. Federal AirWatch Enterprise Mobility: Bootcamp - On Site	EDU-AW-BTCMP-OS-F	$ 16,800.00	$ 16,419.14
VMware	U.S. Federal AirWatch Enterprise Mobility: Bootcamp - Extra Person	EDU-AW-BTCMP-XP-F	$ 2,240.00	$ 2,189.22
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Deploy Integrated Solutions - Open Enrollment	EDU-AW-INTEG-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Deploy Integrated Solutions - On Site	EDU-AW-INTEG-OS-F	$ 9,900.00	$ 9,675.57
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Deploy Integrated Solutions - Extra Person	EDU-AW-INTEG-XP-F	$ 1,320.00	$ 1,290.08

VMware	U.S. Federal AirWatch Enterprise Mobility: K12 Education - Open Enrollment	EDU-AW-K12-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal AirWatch Enterprise Mobility: K12 Education - On Site	EDU-AW-K12-OS-F	$ 9,900.00	$ 9,675.57
VMware	U.S. Federal AirWatch Enterprise Mobility: K12 Education - Extra Person*	EDU-AW-K12-XP-F	$ 1,320.00	$ 1,290.08
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Manage - Open Enrollment	EDU-AW-MANAGE-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Manage - On Site	EDU-AW-MANAGE-OS-F	$ 9,900.00	$ 9,675.57
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Manage - Extra Person	EDU-AW-MANAGE-XP-F	$ 1,320.00	$ 1,290.08
VMware	U.S. Federal AirWatch by VMware Enterprise Mobility: Install and Deploy On-Premise Solutions - Open Enrollment	EDU-AW-ONPREM-OE-F	$ 895.00	$ 874.71
VMware	U.S. Federal AirWatch by VMware Enterprise Mobility: Install and Deploy On-Premise Solutions - On Site Dedicated	EDU-AW-ONPREM-OS-F	$ 5,370.00	$ 5,248.26
VMware	U.S. Federal AirWatch by VMware Enterprise Mobility: Install and Deploy On-Premise Solutionsy - Extra Person	EDU-AW-ONPREM-XP-F	$ 716.00	$ 699.77
VMware	U.S. Federal VMware vSphere: Bootcamp [V6] - Open Enrollment	EDU-BOOT6-OE-F	$ 7,145.00	$ 6,983.02
VMware	U.S. Federal VMware Horizon: Design and Deploy [v6.0] - Open Enrollment	EDU-HDD6-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware Horizon: Design and Deploy [v6.0] - On Site	EDU-HDD6-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware Horizon: Design and Deploy [v6.0] - Extra Person	EDU-HDD6-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal Horizon (with View): Install Configure Manage [V6.2] - Open Enrollment	EDU-HICM62-OE-F	$ 3,300.00	$ 3,225.19
VMware	U.S. Federal Horizon (with View): Install Configure Manage [V6.2] - On Site	EDU-HICM62-OS-F	$ 27,500.00	$ 26,876.57
VMware	U.S. Federal Horizon (with View): Install Configure Manage [V6.2] - Extra Person	EDU-HICM62-XP-F	$ 2,752.00	$ 2,689.61
VMware	U.S. Federal VMware NSX for Internetworking Experts Fast Track [V6.1] - Open Enrollment	EDU-NSXFT61-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware NSX for Internetworking Experts Fast Track [V6.1] - On Site	EDU-NSXFT61-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware NSX for Internetworking Experts Fast Track [V6.1] - Extra Person	EDU-NSXFT61-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal VMware NSX: Install Configure Manage [V6.2] - Open Enrollment	EDU-NSXICM62-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware NSX: Install Configure Manage [V6.2] - On Site	EDU-NSXICM62-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware NSX: Install Configure Manage [V6.2] - Extra Person	EDU-NSXICM62-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal VMware Site Recovery Manager: Install Configure Manage [V6.1] - Open Enrollment	EDU-SRMICM61-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. FederalVMware Site Recovery Manager: Install Configure Manage [V6.1] - On Site	EDU-SRMICM61-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware Site Recovery Manager: Install Configure Manage [V6.1] - Extra Person	EDU-SRMICM61-XP-F	$ 1,376.00	$ 1,344.81
VMware	U.S. Federal VMware Cloud Automation: Design and Deploy Fast Track [v6.0] - Open Enrollment	EDU-VCADDFT6-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware Cloud Automation: Design and Deploy Fast Track [v6.0] - On Site	EDU-VCADDFT6-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware Cloud Automation: Design and Deploy Fast Track [v6.0] - Extra Person	EDU-VCADDFT6-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - On Premise (Includes Production Sup	EDU-VOSTFT6-OE-F	$ 6,265.00	$ 5,996.73
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Producti	EDU-VOSTFT6-OS-F	$ 52,850.00	$ 50,586.90
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Shared Cloud (Includes SaaS Produ	EDU-VOSTFT6-XP-F	$ 5,285.00	$ 5,058.69
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V6.2] - Open Enrollment	EDU-VRAICM62-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V6.2] - On Site	EDU-VRAICM62-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V6.2] - Extra Person	EDU-VRAICM62-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V7.x] - Open Enrollment	EDU-VRAICM7-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V7.x] - On Site	EDU-VRAICM7-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V7.x] - Extra Person	EDU-VRAICM7-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Product	EDU-VROPSOP60-OE-F	$ 1,650.00	$ 1,579.35
VMware	U.S. Federal VMware Virtual SAN: Deploy and Manage [V6] - Open Enrollment	EDU-VSANDM6-OE-F	$ 2,475.00	$ 2,418.89
VMware	U.S. Federal VMware Virtual SAN: Deploy and Manage [V6] - On Site	EDU-VSANDM6-OS-F	$ 20,625.00	$ 20,157.43
VMware	U.S. Federal VMware Virtual SAN: Deploy and Manage [V6] - Extra Person	EDU-VSANDM6-XP-F	$ 2,064.00	$ 2,017.21
VMware	U.S. Federal VMware vSphere Bootcamp - Onsite	EDU-VSBC-OS-F	$ 54,600.00	$ 53,362.22
VMware	U.S. Federal VMware vSphere Bootcamp - Extra Student	EDU-VSBC-XP-F	$ 5,460.00	$ 5,336.22
VMware	U.S. Federal VMware vSphere: Design and Deploy Fast Track [V6] - Open Enrollment	EDU-VSDDFT6-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware vSphere: Design and Deploy Fast Track [V6] - On Site	EDU-VSDDFT6-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware vSphere: Design and Deploy Fast Track [V6] - Extra Person	EDU-VSDDFT6-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal VMware vSphere: Skills for Operators - Open Enrollment	EDU-VSO6-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal VMware vSphere: Skills for Operators - On Site	EDU-VSO6-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere: Skills for Operators - Extra Person	EDU-VSO6-XP-F	$ 1,376.00	$ 1,344.81

VMware	U.S. Federal VMware vSphere: Troubleshooting Workshop [V6] - Open Enrollment	EDU-VTSW6-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vSphere: Troubleshooting Workshop [V6] - On Site	EDU-VTSW6-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vSphere: Troubleshooting Workshop [V6] - Extra Person	EDU-VTSW6-XP-F	$ 755.00	$ 737.88
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-CLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-CLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-CLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-CLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-CLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-CLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-DLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-DLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-DLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-APP-DLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-DLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-DLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 1 year	V-APP-PLL-D-F	$ 25.00	$ 23.93
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 3 years	V-APP-SSS-D-3G-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-SSS-D-3P-F	$ 15.84	$ 15.16
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 1 year	V-APP-SSS-D-G-F	$ 5.00	$ 4.79
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 3 years	V-APP-SSS-D-P-F	$ 6.00	$ 5.74
VMware	TPP L3 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-2G-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware AirWatch Blue Management Suite On-Premise - Includes 3 days On-Site	V-BMS-CLD-D-2P-F	$ 151.00	$ 144.53
VMware	TPP L4 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-3G-F	$ 201.00	$ 192.39
VMware	U.S. Federal VMware AirWatch Blue Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-CLD-D-3P-F	$ 212.00	$ 202.92
VMware	TPP L2 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-G-F	$ 76.00	$ 72.75
VMware	TPP L5 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-P-F	$ 80.00	$ 76.57
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-CLD-U-2G-F	$ 286.00	$ 273.75
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-BMS-CLD-U-2P-F	$ 299.00	$ 286.20
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-BMS-CLD-U-3G-F	$ 402.00	$ 384.79
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-CLD-U-3P-F	$ 420.00	$ 402.02
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-CLD-U-G-F	$ 152.00	$ 145.49
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-BMS-CLD-U-P-F	$ 159.00	$ 152.19
VMware	U.S. Federal VMware AirWatch Green Management Suite On-Premise - Includes 2 days On-Site	V-BMS-DLD-D-2G-F	$ 166.00	$ 158.89
VMware	U.S. Federal VMware AirWatch Orange Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-DLD-D-2P-F	$ 173.00	$ 165.59
VMware	U.S. Federal VMware AirWatch Green Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-DLD-D-3G-F	$ 233.00	$ 223.02
VMware	U.S. Federal VMware AirWatch On-Premise Weekend Upgrades and Off-Hours Requiring Same Region One Time Fee	V-BMS-DLD-D-3P-F	$ 243.00	$ 232.59
VMware	U.S. Federal VMware AirWatch End User On-Boarding Video	V-BMS-DLD-D-G-F	$ 88.00	$ 84.23
VMware	U.S. Federal VMware AirWatch Orange Management Suite On-Premise - Includes 2 days On-Site	V-BMS-DLD-D-P-F	$ 92.00	$ 88.06
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-DLD-U-2G-F	$ 331.00	$ 316.83
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscrip	V-BMS-DLD-U-2P-F	$ 345.00	$ 330.23
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscrip	V-BMS-DLD-U-3G-F	$ 465.00	$ 445.09
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-BMS-DLD-U-3P-F	$ 484.00	$ 463.27
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-DLD-U-G-F	$ 176.00	$ 168.46
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscrip	V-BMS-DLD-U-P-F	$ 183.00	$ 175.16
VMware	U.S. Federal VMware AirWatch SaaS SEG and MAG Upgrade	V-BMS-OPL-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal VMware AirWatch Yellow Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-OPL-D-2P-F	$ 128.00	$ 122.52
VMware	U.S. Federal VMware AirWatch SaaS SEG and MAG Weekend and Same Region Off-Hours Upgrade	V-BMS-OPL-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware AirWatch Green Management Suite Perpetual: 1 Device	V-BMS-OPL-D-3P-F	$ 180.00	$ 172.29
VMware	U.S. Federal VMware AirWatch SocialCast Dedicated SaaS Setup Fee One Time Fee	V-BMS-OPL-D-G-F	$ 64.00	$ 61.26

VMware	U.S. Federal VMware AirWatch Yellow Management Suite On-Premise - Includes 3 days On-Site	V-BMS-OPL-D-P-F	$ 68.00	$ 65.09
VMware	TPP L3 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-BMS-PLL-D-F	$ 90.00	$ 86.15
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 1 year	V-BMS-PLL-U-F	$ 180.00	$ 172.29
VMware	U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extension (25 (	V-BMS-SSS-D-3G-F	$ 50.16	$ 48.01
VMware	TPP L1 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-SSS-D-3P-F	$ 60.72	$ 58.12
VMware	TPP L4 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-BMS-SSS-D-G-F	$ 19.00	$ 18.19
VMware	TPP L5 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-BMS-SSS-D-P-F	$ 23.00	$ 22.02
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 3 years	V-BMS-SSS-U-3G-F	$ 100.32	$ 96.02
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-SSS-U-3P-F	$ 118.80	$ 113.71
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 1 year	V-BMS-SSS-U-G-F	$ 38.00	$ 36.37
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 3 years	V-BMS-SSS-U-P-F	$ 45.00	$ 43.07
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-CLD-D-2G-F	$ 93.00	$ 89.02
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-CLD-D-2P-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-CLD-D-3G-F	$ 130.00	$ 124.43
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-CLD-D-3P-F	$ 135.00	$ 129.22
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-CLD-D-G-F	$ 49.00	$ 46.90
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-CLD-D-P-F	$ 51.00	$ 48.82
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 Device for 1 year	V-CLC-DLD-D-2G-F	$ 115.00	$ 110.08
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 Device for 3 years	V-CLC-DLD-D-2P-F	$ 119.00	$ 113.90
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 Device for 1 year	V-CLC-DLD-D-3G-F	$ 162.00	$ 155.06
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-DLD-D-3P-F	$ 167.00	$ 159.85
VMware	U.S. Federal VMware AirWatch Video Perpetual: 1 Device	V-CLC-DLD-D-G-F	$ 61.00	$ 58.39
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 Device for 3 years	V-CLC-DLD-D-P-F	$ 63.00	$ 60.30
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-SSS-D-3G-F	$ 29.04	$ 27.80
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-SSS-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 Device for 1 year	V-CLV-CLD-D-2G-F	$ 57.00	$ 54.56
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 Device for 3 years	V-CLV-CLD-D-2P-F	$ 59.00	$ 56.47
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 Device for 1 year	V-CLV-CLD-D-3G-F	$ 80.00	$ 76.57
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-CLD-D-3P-F	$ 82.00	$ 78.49
VMware	U.S. Federal VMware AirWatch Telecom Perpetual: 1 Device	V-CLV-CLD-D-G-F	$ 30.00	$ 28.72
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 Device for 3 years	V-CLV-CLD-D-P-F	$ 31.00	$ 29.67
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-DLD-D-2G-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-DLD-D-2P-F	$ 81.00	$ 77.53
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-DLD-D-3G-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-DLD-D-3P-F	$ 114.00	$ 109.12
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-DLD-D-G-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-DLD-D-P-F	$ 43.00	$ 41.16
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-OPL-D-2G-F	$ 34.00	$ 32.54
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-OPL-D-2P-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-OPL-D-3G-F	$ 48.00	$ 45.94

VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-CLV-OPL-D-3P-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-OPL-D-G-F	$ 18.00	$ 17.23
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-OPL-D-P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-CLV-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-CLV-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-CLV-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-CLV-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-CLV-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-CLD-U-2G-F	$ 173.00	$ 165.59
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription	V-COL-CLD-U-2P-F	$ 188.00	$ 179.95
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription	V-COL-CLD-U-3G-F	$ 243.00	$ 232.59
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-CLD-U-3P-F	$ 264.00	$ 252.70
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-CLD-U-G-F	$ 92.00	$ 88.06
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription	V-COL-CLD-U-P-F	$ 100.00	$ 95.72
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-DLD-U-2G-F	$ 230.00	$ 220.15
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-COL-DLD-U-2P-F	$ 245.00	$ 234.51
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-COL-DLD-U-3G-F	$ 323.00	$ 309.17
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-COL-DLD-U-3P-F	$ 344.00	$ 329.27
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-DLD-U-G-F	$ 122.00	$ 116.78
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-COL-DLD-U-P-F	$ 130.00	$ 124.43
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 1 year	V-COL-PLL-U-F	$ 200.00	$ 191.44
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 3 years	V-COL-SSS-U-3G-F	$ 110.88	$ 106.13
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-SSS-U-3P-F	$ 132.00	$ 126.35
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 1 year	V-COL-SSS-U-G-F	$ 42.00	$ 40.20
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 3 years	V-COL-SSS-U-P-F	$ 50.00	$ 47.86
VMware	TPP L5 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-CLD-D-2G-F	$ 98.00	$ 90.84
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 3 years	V-GMS-CLD-D-2P-F	$ 102.00	$ 94.55
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 1 year	V-GMS-CLD-D-3G-F	$ 138.00	$ 127.92
VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 3 years	V-GMS-CLD-D-3P-F	$ 143.00	$ 132.55
VMware	TPP L4 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-CLD-D-G-F	$ 52.00	$ 48.20
VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 1 year	V-GMS-CLD-D-P-F	$ 54.00	$ 50.06
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 3 years	V-GMS-CLD-U-2G-F	$ 194.00	$ 179.83
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-CLD-U-2P-F	$ 202.00	$ 187.24
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 3 years	V-GMS-CLD-U-3G-F	$ 272.00	$ 252.13
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-CLD-U-3P-F	$ 283.00	$ 262.33
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 1 year	V-GMS-CLD-U-G-F	$ 103.00	$ 95.48
VMware	U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-CLD-U-P-F	$ 107.00	$ 99.18
VMware	TPP L1 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-2G-F	$ 121.00	$ 112.16
VMware	TPP L4 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-2P-F	$ 125.00	$ 115.87
VMware	TPP L2 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-3G-F	$ 169.00	$ 156.65
VMware	TPP L5 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-3P-F	$ 175.00	$ 162.22
VMware	U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-G-F	$ 64.00	$ 59.32
VMware	TPP L3 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-P-F	$ 66.00	$ 61.18
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-DLD-U-2G-F	$ 239.00	$ 221.54
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 1 year	V-GMS-DLD-U-2P-F	$ 247.00	$ 228.96
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-DLD-U-3G-F	$ 336.00	$ 311.46
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 2 Months	V-GMS-DLD-U-3P-F	$ 346.00	$ 320.73
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-DLD-U-G-F	$ 127.00	$ 117.72
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 1 year	V-GMS-DLD-U-P-F	$ 131.00	$ 121.43

VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 1 year	V-GMS-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 3 year	V-GMS-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 1 year	V-GMS-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 3 year	V-GMS-OPL-D-P-F	$ 42.00	$ 40.20
VMware	TPP L5 U.S. Federal VMware Horizon FLEX Add-On 10 pack (Per Device)	V-GMS-PLL-D-F	$ 50.00	$ 48.87
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-PLL-U-F	$ 100.00	$ 97.73
VMware	TPP L2 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-3G-F	$ 29.04	$ 28.38
VMware	TPP L3 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-3P-F	$ 34.32	$ 33.54
VMware	U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-G-F	$ 11.00	$ 10.75
VMware	TPP L1 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-P-F	$ 13.00	$ 12.71
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-SSS-U-3G-F	$ 55.44	$ 54.18
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 1 year	V-GMS-SSS-U-3P-F	$ 66.00	$ 64.50
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-SSS-U-G-F	$ 21.00	$ 20.52
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-SSS-U-P-F	$ 25.00	$ 24.43
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-HOS-CLD-D-F	$ 24.00	$ 22.97
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-HOS-DLD-D-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch App Catalog: 1 Device for 1 year	V-IDM-CLD-U-2G-F	$ 185.00	$ 177.08
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch App Catalog: 1 Device for 3 years	V-IDM-CLD-U-2P-F	$ 190.00	$ 181.86
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch App Catalog: 1 Device for 1 year	V-IDM-CLD-U-3G-F	$ 259.00	$ 247.91
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-IDM-CLD-U-3P-F	$ 267.00	$ 255.57
VMware	U.S. Federal VMware AirWatch App Catalog Perpetual: 1 Device	V-IDM-CLD-U-G-F	$ 98.00	$ 93.80
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch App Catalog: 1 Device for 3 years	V-IDM-CLD-U-P-F	$ 101.00	$ 96.68
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-IDM-PLL-U-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-IDM-SSS-U-3G-F	$ 52.80	$ 50.54
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-IDM-SSS-U-3P-F	$ 63.36	$ 60.65
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-IDM-SSS-U-G-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-IDM-SSS-U-P-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 1 year	V-INB-CLD-D-2G-F	$ 46.00	$ 44.03
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 3 years	V-INB-CLD-D-2P-F	$ 47.00	$ 44.99
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 1 year	V-INB-CLD-D-3G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-CLD-D-3P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Blue Management Suite Perpetual: 1 User	V-INB-CLD-D-G-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 3 years	V-INB-CLD-D-P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-DLD-D-2G-F	$ 68.00	$ 65.09
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-INB-DLD-D-2P-F	$ 70.00	$ 67.00
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-INB-DLD-D-3G-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-DLD-D-3P-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-DLD-D-G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-INB-DLD-D-P-F	$ 37.00	$ 35.42
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-OPL-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscriptior	V-INB-OPL-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscriptior	V-INB-OPL-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Yellow Management Suite Perpetual: 1 Device	V-INB-OPL-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-OPL-D-G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscriptior	V-INB-OPL-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-INB-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-INB-SSS-D-3G-F	$ 10.56	$ 10.11

VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-INB-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-INB-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-INB-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-CLD-D-2G-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-CLD-D-2P-F	$ 102.00	$ 97.63
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-CLD-D-3G-F	$ 138.00	$ 132.09
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-CLD-D-3P-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-CLD-D-G-F	$ 52.00	$ 49.77
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-CLD-D-P-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-DLD-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-DLD-D-2P-F	$ 125.00	$ 119.65
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-DLD-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-LTP-DLD-D-3P-F	$ 175.00	$ 167.51
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-DLD-D-G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-DLD-D-P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-LTP-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-LTP-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-LTP-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Teacher Tools Perpetual: 1 Device	V-LTP-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-LTP-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-LTP-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Inbox: 1 Device for 1 year	V-LTP-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Inbox: 1 Device for 3 years	V-LTP-SSS-D-3G-F	$ 29.04	$ 27.80
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Inbox: 1 Device for 1 year	V-LTP-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Inbox: 1 Device for 3 years	V-LTP-SSS-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 User for 1 year	V-MAW-CLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 User for 3 years	V-MAW-CLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 User for 1 year	V-MAW-CLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-CLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Telecom Perpetual: 1 User	V-MAW-CLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 User for 3 years	V-MAW-CLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-DLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MAW-DLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MAW-DLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-DLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-DLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MAW-DLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MAW-PLL-D-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MAW-SSS-D-3G-F	$ 5.28	$ 5.05
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MAW-SSS-D-3P-F	$ 7.92	$ 7.58
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MAW-SSS-D-G-F	$ 2.00	$ 1.91
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MAW-SSS-D-P-F	$ 3.00	$ 2.87
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 1 year	V-MBM-CLD-D-2G-F	$ 46.00	$ 44.03
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 3 years	V-MBM-CLD-D-2P-F	$ 47.00	$ 44.99
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 1 year	V-MBM-CLD-D-3G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-CLD-D-3P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Orange Management Suite Perpetual: 1 User	V-MBM-CLD-D-G-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 3 years	V-MBM-CLD-D-P-F	$ 25.00	$ 23.93

VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-DLD-D-2G-F	$ 68.00	$ 65.09
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-MBM-DLD-D-2P-F	$ 70.00	$ 67.00
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-MBM-DLD-D-3G-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-DLD-D-3P-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-DLD-D-G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-MBM-DLD-D-P-F	$ 37.00	$ 35.42
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-OPL-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-MBM-OPL-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-MBM-OPL-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Blue Management Suite Perpetual: 1 Device	V-MBM-OPL-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-OPL-D-G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-MBM-OPL-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MBM-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MBM-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MBM-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MBM-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MBM-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal Basic Support/Subscription for VMware Collaboration Bundle: 1 User for 1 year	V-MDM-CLD-D-2G-F	$ 98.00	$ 93.80
VMware	U.S. Federal Production Support/Subscription for VMware Collaboration Bundle: 1 User for 3 years	V-MDM-CLD-D-2P-F	$ 102.00	$ 97.63
VMware	U.S. Federal Production Support/Subscription for VMware Collaboration Bundle: 1 User for 1 year	V-MDM-CLD-D-3G-F	$ 138.00	$ 132.09
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-CLD-D-3P-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware Collaboration Bundle Perpetual: 1 User	V-MDM-CLD-D-G-F	$ 52.00	$ 49.77
VMware	U.S. Federal Basic Support/Subscription for VMware Collaboration Bundle: 1 User for 3 years	V-MDM-CLD-D-P-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-DLD-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-DLD-D-2P-F	$ 125.00	$ 119.65
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-DLD-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-DLD-D-3P-F	$ 175.00	$ 167.51
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-DLD-D-G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-DLD-D-P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Inbox Perpetual: 1 Device	V-MDM-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MDM-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MDM-SSS-D-3G-F	$ 29.04	$ 27.80
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MDM-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MDM-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MDM-SSS-D-P-F	$ 13.00	$ 12.44
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-2G-F	$ 115.00	$ 106.60
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-CLD-D-2P-F	$ 121.00	$ 112.16
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-3G-F	$ 162.00	$ 150.17
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-CLD-D-3P-F	$ 169.00	$ 156.65
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-G-F	$ 61.00	$ 56.54
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-P-F	$ 64.00	$ 59.32
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-CLD-U-2G-F	$ 230.00	$ 220.15
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 1 year	V-OMS-CLD-U-2P-F	$ 239.00	$ 228.77
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-CLD-U-3G-F	$ 323.00	$ 309.17

VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 (10 Pack) for 1 year	V-OMS-CLD-U-3P-F	$ 336.00	$ 321.61
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-CLD-U-G-F	$ 122.00	$ 116.78
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 1 year	V-OMS-CLD-U-P-F	$ 127.00	$ 121.56
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-DLD-D-2G-F	$ 138.00	$ 127.92
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-2P-F	$ 143.00	$ 132.55
VMware	U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-3G-F	$ 193.00	$ 178.90
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-3P-F	$ 201.00	$ 186.32
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-DLD-D-G-F	$ 73.00	$ 67.67
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-P-F	$ 76.00	$ 70.45
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 3 years	V-OMS-DLD-U-2G-F	$ 275.00	$ 263.22
VMware	TPP L1 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-OMS-DLD-U-2P-F	$ 284.00	$ 271.84
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 3 years	V-OMS-DLD-U-3G-F	$ 386.00	$ 369.47
VMware	TPP L2 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-OMS-DLD-U-3P-F	$ 399.00	$ 381.91
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 (10 Pack) for 1 year	V-OMS-DLD-U-G-F	$ 146.00	$ 139.75
VMware	U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced to VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-OMS-DLD-U-P-F	$ 151.00	$ 144.53
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-OPL-D-2G-F	$ 93.00	$ 89.02
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 2 Months	V-OMS-OPL-D-2P-F	$ 98.00	$ 93.80
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-OPL-D-3G-F	$ 130.00	$ 124.43
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 2 Months	V-OMS-OPL-D-3P-F	$ 138.00	$ 132.09
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-OPL-D-G-F	$ 49.00	$ 46.90
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-OPL-D-P-F	$ 52.00	$ 49.77
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 2 Months	V-OMS-PLL-D-F	$ 70.00	$ 68.41
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-PLL-U-F	$ 140.00	$ 134.01
VMware	U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-SSS-D-3G-F	$ 39.60	$ 38.70
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-SSS-D-3P-F	$ 47.52	$ 46.44
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 3 years	V-OMS-SSS-D-G-F	$ 15.00	$ 14.66
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 3 years	V-OMS-SSS-D-P-F	$ 18.00	$ 17.59
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-SSS-U-3G-F	$ 76.56	$ 73.28
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-SSS-U-3P-F	$ 92.40	$ 88.44
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-SSS-U-G-F	$ 29.00	$ 27.76
VMware	U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-SSS-U-P-F	$ 35.00	$ 33.50
VMware	U.S. Federal AirWatch by VMware Accelerated Deployment Add-On One Time Fee	V-PS-ACCELERATE-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal VMware AirWatch Per App Tunneling Configuration One Time Fee	V-PS-APP-VPN-SP-F	$ 750.00	$ 733.00
VMware	U.S. Federal VMware AirWatch Application Server Migration	V-PS-APSV-MG-SP-F	$ 1,000.00	$ 977.33
VMware	U.S. Federal VMware AirWatch Reports Server Configuration and Deployment One Time Fee	V-PS-AW-RPT-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Telecom Module Deployment One Time Fee	V-PS-AWT-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Video Deployment One Time Fee	V-PS-AWV-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Blue Management Suite Cloud Deployment Fee One Time Fee	V-PS-BMS-CLD-SP-F	$ 4,500.00	$ 4,397.98
VMware	U.S. Federal VMware AirWatch Blue Management Suite On Premise Deployment Fee One Time Fee	V-PS-BMS-OP-SP-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal AirWatch by VMware Blue Management Suite On-Premise - Includes 3 days On-Site	V-PS-BMS-OPL-3OS-F	$ 9,800.00	$ 9,577.83
VMware	U.S. Federal AirWatch by VMware Blue Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-BMS-OPL-RSS-F	$ 7,250.00	$ 7,085.64
VMware	U.S. Federal VMware AirWatch Database Server Migration	V-PS-DBSV-MG-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Device Enrollment Program (DEP) Configuration and Deployment One Time Fee	V-PS-DEP-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Cloud - Dedicated Environment Setup One Time Fee / Environment	V-PS-DHE-SET-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal VMware AirWatch Cloud - Dedicated UAT Environment 1 Year Fee / Device	V-PS-DHE-UAT-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal VMware AirWatch Disaster Recovery Set-up Fee	V-PS-DR-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Cloud Connector (ACC) Configuration and Deployment - Enterprise Integration One Time Fee	V-PS-ENT-ACC-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-PS-ENT-SUP-GEO-F	$ 25,000.00	$ 23,929.47
VMware	U.S. Federal AirWatch by VMware End User On-Boarding Video	V-PS-EU-OBV-F	$ 1,200.00	$ 1,172.80

VMware	U.S. Federal VMware AirWatch Enterprise Gold SaaS Cloud Deployment up to 100000 devices One Time Fee	V-PS-GLD-CLD-SP-F	$ 37,500.00	$ 36,649.87
VMware	U.S. Federal VMware AirWatch Enterprise Gold On Premise Deployment up to 100000 devices One Time Fee	V-PS-GLD-OP-SP-F	$ 50,000.00	$ 48,866.50
VMware	U.S. Federal VMware AirWatch Green Management Suite Lite Cloud Deployment Fee One Time Fee	V-PS-GMCL-LITE-F	$ 750.00	$ 733.00
VMware	U.S. Federal VMware AirWatch Green Management Suite Lite On Premise Deployment Fee One Time Fee	V-PS-GMOP-LITE-F	$ 1,750.00	$ 1,710.33
VMware	U.S. Federal VMware AirWatch Green Management Suite Cloud Deployment Fee One Time Fee	V-PS-GMS-CLD-SP-F	$ 1,500.00	$ 1,465.99
VMware	U.S. Federal VMware AirWatch Green Management Suite On Premise Deployment Fee One Time Fee	V-PS-GMS-OP-SP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal AirWatch by VMware Green Management Suite On-Premise - Includes 2 days On-Site	V-PS-GMS-OPL-2OS-F	$ 5,450.00	$ 5,326.45
VMware	U.S. Federal AirWatch by VMware Green Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-GMS-OPL-RSS-F	$ 3,250.00	$ 3,176.32
VMware	U.S. Federal VMware AirWatch High Availability Set-up One Time Fee	V-PS-HA-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Health Check One Time Fee	V-PS-HC-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch Professional Services - 1 hour of support services One Time Fee	V-PS-HR-PS-F	$ 150.00	$ 146.60
VMware	U.S. Federal AirWatch by VMware Browser Deployment Fee One Time Fee	V-PS-MBM-SP-F	$ 750.00	$ 733.00
VMware	U.S. Federal AirWatch by VMware AirWatch Content Locker Collaborate Add-On for K12+MAG Management Suite Deployment One Time Fee	V-PS-MCC-BMS-SP-F	$ 1,000.00	$ 977.33
VMware	U.S. Federal AirWatch by VMware AirWatch Content Collaborate Add-On for Green/Orange Deployment Fee One Time Fee	V-PS-MCC-SP-F	$ 1,500.00	$ 1,465.99
VMware	U.S. Federal VMware AirWatch Mobile Content Management Only Cloud Deployment One Time Fee	V-PS-MCM-CLD-SP-F	$ 2,000.00	$ 1,954.66
VMware	U.S. Federal VMware AirWatch Mobile Content Management Only On Premise Deployment One Time Fee	V-PS-MCM-OP-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware AirWatch Content View Cloud Deployment Fee One Time Fee	V-PS-MCV-SP-F	$ 750.00	$ 733.00
VMware	U.S. Federal VMware AirWatch Advanced Migration Configuration and Deployment On Premise Deployment Fee One Time Fee	V-PS-MIG-ADV-OP-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal AirWatch by VMware Advanced Migration Configuration and Deployment Cloud One Time Fee	V-PS-MIG-ADV-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware AirWatch Basic Migration Configuration and Deployment On Premise Deployment Fee One Time Fee	V-PS-MIG-BASIC-OP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal AirWatch by VMware Basic Migration Configuration and Deployment Cloud Deployment One Time Fee	V-PS-MIG-BASIC-SP-F	$ 1,500.00	$ 1,465.99
VMware	U.S. Federal VMware AirWatch Rugged Device Configuration and Deployment Add-On One Time Fee	V-PS-MS-ADDONRG-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Rugged Device Cloud Configuration and Deployment One Time Fee	V-PS-MS-CLDSPRG-SP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch Rugged Device On Premise Configuration and Deployment One Time Fee	V-PS-MS-OP-SPRG-SP-F	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal VMware AirWatch Orange Management Suite Cloud Deployment Fee One Time Fee	V-PS-OMS-CLD-SP-F	$ 2,000.00	$ 1,954.66
VMware	U.S. Federal VMware AirWatch Orange Management Suite On Premise Deployment Fee One Time Fee	V-PS-OMS-OP-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal AirWatch by VMware Orange Management Suite On-Premise - Includes 2 days On-Site	V-PS-OMS-OPL-2OS-F	$ 6,200.00	$ 6,059.45
VMware	U.S. Federal AirWatch by VMware Orange Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-OMS-OPL-RSS-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal VMware AirWatch On Premise to Dedicated Deployment One Time Fee	V-PS-OP2-DHS-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal AirWatch by VMware On-Premise Weekend Upgrades and Off-Hours Requiring Same Region One Time Fee	V-PS-OPL-WUOH-F	$ 3,700.00	$ 3,616.12
VMware	U.S. Federal VMware AirWatch PKI Certificate Advanced Configuration and Deployment One Time Fee	V-PS-PKI-ADV-SP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch PKI Certificate Basic Configuration and Deployment One Time Fee	V-PS-PKI-BASIC-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch PowerShell Configuration and Deployment One Time Fee	V-PS-PWR-SHELL-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal AirWatch Socialcast Cloud Deployment One Time Fee	V-PS-SC-CLD-SP-F	$ 1,800.00	$ 1,759.19
VMware	U.S. Federal AirWatch by VMware SocialCast Dedicated SaaS Setup Fee One Time Fee	V-PS-SC-DSAAS-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal AirWatch Socialcast On Premise Deployment One Time Fee	V-PS-SC-OP-SP-F	$ 4,200.00	$ 4,104.79
VMware	U.S. Federal AirWatch by VMware SaaS SEG and MAG Upgrade	V-PS-SEG-MAG-UG-F	$ 800.00	$ 781.86
VMware	U.S. Federal AirWatch by VMware SaaS SEG and MAG Weekend and Same Region Off-Hours Upgrade	V-PS-SEG-MAG-WR-F	$ 3,300.00	$ 3,225.19
VMware	U.S. Federal VMware AirWatch Secure Email Gateway (SEG) Configuration and Deployment One Time Fee	V-PS-SEG-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Enterprise Silver SaaS Cloud Deployment up to 50000 devices One Time Fee	V-PS-SLV-CLD-SP-F	$ 20,000.00	$ 19,546.60
VMware	U.S. Federal VMware AirWatch Enterprise Silver On Premise Deployment up to 50000 devices One Time Fee	V-PS-SLV-OP-SP-F	$ 25,000.00	$ 24,433.25
VMware	U.S. Federal VMware AirWatch Professional Services - 8 hours of support services One Time Fee	V-PS-SP-DAY-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Standby Support (Monday - Friday) One Time Fee	V-PS-STBS-WD-PS-F	$ 5,000.00	$ 4,886.65
VMware	U.S. Federal VMware AirWatch Standby Support (Weekend) One Time Fee	V-PS-STBS-WE-PS-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal VMware AirWatch Incident Support Package 5 pack	V-PS-SUPP-INC-F	$ 1,000.00	$ 977.33
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-PS-TAM-F	$ 69,995.00	$ 66,997.73
VMware	U.S. Federal VMware AirWatch Professional Services Travel and Expense - daily One Time Fee	V-PS-TE-AW-F	$ 610.00	$ 596.17
VMware	U.S. Federal VMware AirWatch Teacher Tools Deployment One Time Fee	V-PS-TT-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Upgrade from Green Management Suite to Orange Management Suite Deployment (Cloud or On Premise) One Time Fee	V-PS-UPG-GM-OM-SP-F	$ 500.00	$ 488.66

VMware	U.S. Federal VMware AirWatch Dedicated Cloud Upgrade off-hours One Time Fee	V-PS-UPGR-OFFHOURS-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch Upgrade Services for On Premise Deployments Fee One Time Fee	V-PS-UPGR-STD-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware Collaborate Bundle Cloud Deployment One Time Fee	V-PS-VCB-CLD-SP-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal VMware Collaborate Bundle On Premise Deployment One time Fee	V-PS-VCB-OP-SP-F	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal VMware Identity Manager Shared Cloud Deployment One Time Fee	V-PS-VIDM-CLD-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware Identity Manager On Premise Deployment One Time Fee	V-PS-VIDM-OP-SP-F	$ 1,800.00	$ 1,759.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite Cloud Deployment Fee One Time Fee	V-PS-YMS-CLD-SP-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite On Premise Deployment Fee One Time Fee	V-PS-YMS-OP-SP-F	$ 6,500.00	$ 6,352.64
VMware	U.S. Federal AirWatch by VMware Yellow Management Suite On-Premise - Includes 3 days On-Site	V-PS-YMS-OPL-3OS-F	$ 11,050.00	$ 10,799.50
VMware	U.S. Federal AirWatch by VMware Yellow Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-YMS-OPL-RSS-F	$ 8,500.00	$ 8,307.30
VMware	U.S. Federal VMware Identity Manager Advanced Edition SaaS Deployment One Time Fee	V-PSVIDM-ADVCLD-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware Identity Manager Advanced Edition On-Premises Deployment One Time Fee	V-PSVIDM-ADVOP-SP-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-CLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-CLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-CLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-CLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-CLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-CLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-DLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-DLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-DLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-PTR-DLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-DLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-DLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 1 year	V-PTR-PLL-D-F	$ 25.00	$ 23.93
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 3 years	V-PTR-SSS-D-3G-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-SSS-D-3P-F	$ 15.84	$ 15.16
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 1 year	V-PTR-SSS-D-G-F	$ 5.00	$ 4.79
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 3 years	V-PTR-SSS-D-P-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-RUG-CLD-D-2G-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-RUG-CLD-D-2P-F	$ 102.00	$ 97.63
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-RUG-CLD-D-3G-F	$ 138.00	$ 132.09
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-RUG-CLD-D-3P-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-RUG-CLD-D-G-F	$ 52.00	$ 49.77
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-RUG-CLD-D-P-F	$ 54.00	$ 51.69
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 User for 1 year	V-RUG-DLD-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 User for 3 years	V-RUG-DLD-D-2P-F	$ 125.00	$ 119.65
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 User for 1 year	V-RUG-DLD-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-DLD-D-3P-F	$ 175.00	$ 167.51
VMware	U.S. Federal VMware AirWatch Video Perpetual: 1 User	V-RUG-DLD-D-G-F	$ 64.00	$ 61.26
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 User for 3 years	V-RUG-DLD-D-P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-RUG-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-RUG-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-RUG-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-RUG-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-RUG-SSS-D-3G-F	$ 29.04	$ 27.80

VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-RUG-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-RUG-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-RUG-SSS-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-CLD-U-2G-F	$ 59.00	$ 56.47
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-SCT-CLD-U-2P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-SCT-CLD-U-3G-F	$ 82.00	$ 78.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-CLD-U-3P-F	$ 93.00	$ 89.02
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-CLD-U-G-F	$ 31.00	$ 29.67
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-SCT-CLD-U-P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-DLD-U-2G-F	$ 81.00	$ 77.53
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-SCT-DLD-U-2P-F	$ 89.00	$ 85.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-SCT-DLD-U-3G-F	$ 114.00	$ 109.12
VMware	U.S. Federal VMware AirWatch Mobile Browser Perpetual: 1 Device	V-SCT-DLD-U-3P-F	$ 125.00	$ 119.65
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-DLD-U-G-F	$ 43.00	$ 41.16
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-SCT-DLD-U-P-F	$ 47.00	$ 44.99
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 1 year	V-SCT-PLL-U-F	$ 90.00	$ 86.15
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 3 years	V-SCT-SSS-U-3G-F	$ 50.16	$ 48.01
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-SSS-U-3P-F	$ 60.72	$ 58.12
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 1 year	V-SCT-SSS-U-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 3 years	V-SCT-SSS-U-P-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-CLD-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-CLD-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-CLD-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-CLD-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-CLD-D-G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-CLD-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-TEL-CLD-U-2G-F	$ 47.00	$ 44.99
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-TEL-CLD-U-2P-F	$ 49.00	$ 46.90
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-TEL-CLD-U-3G-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscript	V-TEL-CLD-U-3P-F	$ 69.00	$ 66.05
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-TEL-CLD-U-G-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-TEL-CLD-U-P-F	$ 26.00	$ 24.89
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-DLD-D-2G-F	$ 46.00	$ 44.03
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-DLD-D-2P-F	$ 47.00	$ 44.99
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-DLD-D-3G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-DLD-D-3P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-DLD-D-G-F	$ 24.00	$ 22.97
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-DLD-D-P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscript	V-TEL-DLD-U-2G-F	$ 93.00	$ 89.02
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Sub	V-TEL-DLD-U-2P-F	$ 94.00	$ 89.97
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Sub	V-TEL-DLD-U-3G-F	$ 130.00	$ 124.43
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-DLD-U-3P-F	$ 132.00	$ 126.35
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscript	V-TEL-DLD-U-G-F	$ 49.00	$ 46.90
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Sub	V-TEL-DLD-U-P-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-OPL-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TEL-OPL-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TEL-OPL-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Laptop Management Suite Perpetual: 1 Device	V-TEL-OPL-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-OPL-D-G-F	$ 12.00	$ 11.49

VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TEL-OPL-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 1 year	V-TEL-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 1 year	V-TEL-PLL-U-F	$ 40.00	$ 38.29
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 3 years	V-TEL-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 1 year	V-TEL-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 3 years	V-TEL-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 3 years	V-TEL-SSS-U-3G-F	$ 21.12	$ 20.22
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-TEL-SSS-U-3P-F	$ 26.40	$ 25.27
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 1 year	V-TEL-SSS-U-G-F	$ 8.00	$ 7.66
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 3 years	V-TEL-SSS-U-P-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-CLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-TTS-CLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-TTS-CLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-CLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-CLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-TTS-CLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-DLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-TTS-DLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-TTS-DLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TTS-DLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-DLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-TTS-DLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TTS-OPL-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TTS-OPL-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TTS-OPL-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite Perpetual: 1 User	V-TTS-OPL-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TTS-OPL-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TTS-OPL-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 1 year	V-TTS-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 3 years	V-TTS-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 1 year	V-TTS-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 3 years	V-TTS-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-BU-CLD-U-G-F	$ 83.50	$ 77.40
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 3 years	V-UG-BU-CLD-U-P-F	$ 87.00	$ 80.64
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-BU-DLD-U-G-F	$ 97.00	$ 89.91
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 3 years	V-UG-BU-DLD-U-P-F	$ 100.00	$ 92.70
VMware	U.S. Federal VMware AirWatch Enterprise Support 1 Year Fee per Geography or Business Unit	V-UG-BU-PLL-U-F	$ 99.00	$ 96.76
VMware	U.S. Federal VMware AirWatch Technical Account Manager can be purchased by AirWatch Production or Enterprise Customers	V-UG-BU-SSS-U-G-F	$ 21.00	$ 20.52
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic Su	V-UG-BU-SSS-U-P-F	$ 25.00	$ 24.43
VMware	U.S. Federal VMware Identity Manager Advanced Edition Perpetual: 1 User	V-UG-BY-CLD-D-G-F	$ 39.50	$ 37.81
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-BY-CLD-D-P-F	$ 40.50	$ 38.77
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-BY-CLD-U-G-F	$ 78.00	$ 74.66
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-BY-CLD-U-P-F	$ 81.50	$ 78.01
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-UG-BY-DLD-D-G-F	$ 39.50	$ 37.81
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscriptio	V-UG-BY-DLD-D-P-F	$ 40.50	$ 37.54
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-UG-BY-DLD-U-G-F	$ 78.00	$ 74.66
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscriptio	V-UG-BY-DLD-U-P-F	$ 81.50	$ 75.55

VMware	U.S. Federal Basic Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 1 year	V-UG-BY-OPL-D-G-F	$ 39.50	$ 37.81
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices Perpetual: 1 Device	V-UG-BY-OPL-D-P-F	$ 40.50	$ 38.77
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-BY-PLL-D-F	$ 44.00	$ 43.00
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - On Premise (Includes Basic Support/	V-UG-BY-SSS-D-G-F	$ 9.00	$ 8.80
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Yellow Management Suite Subscription - On Premise (Includes Basic Suppo	V-UG-BY-SSS-D-P-F	$ 11.00	$ 10.75
VMware	U.S. Federal Production Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 1 year	V-UG-GB-CLD-D-G-F	$ 26.50	$ 25.37
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 1 year	V-UG-GB-CLD-D-P-F	$ 28.50	$ 27.28
VMware	U.S. Federal VMware Identity Manager Advanced Edition 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-GB-CLD-U-G-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subs	V-UG-GB-CLD-U-P-F	$ 57.00	$ 54.56
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-UG-GB-DLD-D-G-F	$ 26.50	$ 25.37
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subsc	V-UG-GB-DLD-D-P-F	$ 28.50	$ 26.42
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-UG-GB-DLD-U-G-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subsc	V-UG-GB-DLD-U-P-F	$ 57.00	$ 52.84
VMware	U.S. Federal VMware Identity Manager Advanced Edition 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-UG-GB-OPL-D-G-F	$ 26.50	$ 25.37
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 3 years	V-UG-GB-OPL-D-P-F	$ 28.50	$ 27.28
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Basic Su	V-UG-GB-PLL-D-F	$ 44.00	$ 43.00
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-GB-SSS-D-G-F	$ 9.00	$ 8.80
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GB-SSS-D-P-F	$ 11.00	$ 10.75
VMware	U.S. Federal Basic Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 3 years	V-UG-GO-CLD-D-G-F	$ 10.00	$ 9.57
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 1 year	V-UG-GO-CLD-D-P-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware Identity Manager Advanced Edition 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-GO-CLD-U-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Suppor	V-UG-GO-CLD-U-P-F	$ 22.00	$ 21.06
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-UG-GO-DLD-D-G-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subsc	V-UG-GO-DLD-D-P-F	$ 11.00	$ 10.20
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-UG-GO-DLD-U-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Content Locker View Perpetual: 1 Device	V-UG-GO-DLD-U-P-F	$ 22.00	$ 20.39
VMware	U.S. Federal VMware Identity Manager Advanced Edition 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-UG-GO-OPL-D-G-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subs	V-UG-GO-OPL-D-P-F	$ 11.00	$ 10.53
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GO-PLL-D-F	$ 22.00	$ 21.50
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GO-SSS-D-G-F	$ 5.00	$ 4.89
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GO-SSS-D-P-F	$ 6.00	$ 5.86
VMware	U.S. Federal Production Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 3 years	V-UG-GY-CLD-D-G-F	$ 66.00	$ 63.17
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 3 years	V-UG-GY-CLD-D-P-F	$ 69.50	$ 66.52
VMware	U.S. Federal VMware Identity Manager Advanced Edition 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-GY-CLD-U-G-F	$ 132.00	$ 126.35
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Suppor	V-UG-GY-CLD-U-P-F	$ 138.50	$ 132.57
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-GY-DLD-D-G-F	$ 64.00	$ 59.32
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-GY-DLD-D-P-F	$ 69.50	$ 64.42
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-GY-DLD-U-G-F	$ 132.00	$ 122.36
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-GY-DLD-U-P-F	$ 138.50	$ 128.38
VMware	U.S. Federal VMware Identity Manager Advanced Edition 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-UG-GY-OPL-D-G-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subs	V-UG-GY-OPL-D-P-F	$ 69.50	$ 66.52
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Dedicated Cloud (Includes SaaS Ba	V-UG-GY-PLL-D-F	$ 88.00	$ 86.01
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Dedicated Cloud (Includes SaaS Ba	V-UG-GY-SSS-D-G-F	$ 18.00	$ 17.59
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - Dedicated Clo	V-UG-GY-SSS-D-P-F	$ 22.00	$ 21.50
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-MU-CLD-U-G-F	$ 56.00	$ 51.91
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-MU-CLD-U-P-F	$ 58.50	$ 54.23
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-MU-DLD-U-G-F	$ 69.50	$ 64.42
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-MU-DLD-U-P-F	$ 71.50	$ 66.28
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic Su	V-UG-MU-PLL-U-F	$ 55.00	$ 53.75

VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - On Premise (Includes Basic Support/S	V-UG-MU-SSS-U-G-F	$ 12.00	$ 11.73
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Basic Sup	V-UG-MU-SSS-U-P-F	$ 14.00	$ 13.68
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 1 year	V-UG-MY-CLD-D-G-F	$ 33.00	$ 31.59
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/S	V-UG-MY-CLD-D-P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-UG-MY-DLD-D-G-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 1 year	V-UG-MY-DLD-D-P-F	$ 22.00	$ 20.39
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 1 year	V-UG-MY-OPL-D-G-F	$ 46.00	$ 44.03
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/S	V-UG-MY-OPL-D-P-F	$ 48.50	$ 46.42
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - On Premise (Includes Basic Suppor	V-UG-MY-PLL-D-F	$ 66.00	$ 64.50
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Yellow Management Suite Subscription - On Premise (Includes Basic Support	V-UG-MY-SSS-D-G-F	$ 14.00	$ 13.68
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Basic Sup	V-UG-MY-SSS-D-P-F	$ 17.00	$ 16.61
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 3 years	V-UG-OB-CLD-D-G-F	$ 16.50	$ 15.79
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/S	V-UG-OB-CLD-D-P-F	$ 17.50	$ 16.75
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OB-CLD-U-G-F	$ 33.00	$ 31.59
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Sup	V-UG-OB-CLD-U-P-F	$ 35.00	$ 32.44
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-UG-OB-DLD-D-G-F	$ 16.50	$ 15.79
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 1 year	V-UG-OB-DLD-D-P-F	$ 17.50	$ 16.22
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-OB-DLD-U-G-F	$ 33.00	$ 31.59
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 3 years	V-UG-OB-DLD-U-P-F	$ 35.00	$ 32.44
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OB-OPL-D-G-F	$ 16.50	$ 15.79
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Sup	V-UG-OB-OPL-D-P-F	$ 17.50	$ 16.75
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basi	V-UG-OB-PLL-D-F	$ 22.00	$ 21.50
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basi	V-UG-OB-SSS-D-G-F	$ 5.00	$ 4.89
VMware	U.S. Federal Upgrade: VMware AirWatch Orange Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic Su	V-UG-OB-SSS-D-P-F	$ 6.00	$ 5.86
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-OU-CLD-U-G-F	$ 67.00	$ 62.11
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-UG-OU-CLD-U-P-F	$ 69.50	$ 64.42
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-OU-DLD-U-G-F	$ 80.50	$ 74.62
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OU-DLD-U-P-F	$ 82.50	$ 76.47
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-OU-PLL-U-F	$ 77.00	$ 75.25
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic S	V-UG-OU-SSS-U-G-F	$ 16.00	$ 15.64
VMware	U.S. Federal Upgrade: VMware AirWatch from Airwatch Content Locker View to Airwatch Content Locker Collaborate - Shared Cloud (Includes SaaS Basi	V-UG-OU-SSS-U-P-F	$ 19.00	$ 18.57
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 3 years	V-UG-OY-CLD-D-G-F	$ 56.00	$ 53.60
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OY-CLD-D-P-F	$ 56.00	$ 51.91
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-UG-OY-CLD-U-G-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscriptio	V-UG-OY-CLD-U-P-F	$ 116.50	$ 107.99
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-OY-DLD-D-G-F	$ 56.00	$ 53.60
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OY-DLD-D-P-F	$ 58.50	$ 54.23
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-OY-DLD-U-G-F	$ 111.00	$ 106.25
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 3 years	V-UG-OY-DLD-U-P-F	$ 116.50	$ 107.99
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OY-OPL-D-G-F	$ 56.00	$ 53.60
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Sup	V-UG-OY-OPL-D-P-F	$ 58.50	$ 55.99
VMware	U.S. Federal Upgrade: VMware AirWatch from Airwatch Content Locker View to Airwatch Content Locker Collaborate - Dedicated Cloud (Includes SaaS B	V-UG-OY-PLL-D-F	$ 66.00	$ 64.50
VMware	U.S. Federal Upgrade: VMware AirWatch Orange Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic Su	V-UG-OY-SSS-D-G-F	$ 14.00	$ 13.68
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Product	V-UG-OY-SSS-D-P-F	$ 17.00	$ 16.61
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-TU-CLD-U-G-F	$ 14.50	$ 13.44
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping Perpetual: 1 Device	V-UG-TU-CLD-U-P-F	$ 14.50	$ 13.44
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscriptio	V-UG-TU-DLD-U-G-F	$ 27.50	$ 25.49
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-TU-DLD-U-P-F	$ 27.50	$ 25.49
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscriptio	V-UG-TU-PLL-U-F	$ 22.00	$ 21.50

VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subs	V-UG-TU-SSS-U-G-F	$ 5.00	$ 4.89
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subs	V-UG-TU-SSS-U-P-F	$ 6.00	$ 5.86
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate Perpetual: 1 Device	V-UG-VC-CLD-D-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Suppor	V-UG-VC-CLD-D-P-F	$ 22.00	$ 21.06
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-VC-DLD-D-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-VC-DLD-D-P-F	$ 22.00	$ 20.39
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-VC-PLL-D-F	$ 33.00	$ 32.25
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic S	V-UG-VC-SSS-D-G-F	$ 7.00	$ 6.84
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - On Premise (Includes Basic Support/S	V-UG-VC-SSS-D-P-F	$ 8.00	$ 7.82
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-VU-CLD-U-G-F	$ 33.00	$ 30.59
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 1 year	V-UG-VU-CLD-U-P-F	$ 34.00	$ 31.52
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-VU-DLD-U-G-F	$ 46.00	$ 42.64
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 1 year	V-UG-VU-DLD-U-P-F	$ 47.50	$ 44.03
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subs	V-UG-VU-PLL-U-F	$ 33.00	$ 32.25
VMware	U.S. Federal VMware AirWatch Cloud - Dedicated Environment for Perpetual Licenses: 1 Device for 1 year	V-UG-VU-SSS-U-G-F	$ 7.00	$ 6.84
VMware	U.S. Federal VMware AirWatch Cloud - Shared Environment for Perpetual Licenses: 1 Device for 1 year	V-UG-VU-SSS-U-P-F	$ 8.00	$ 7.82
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-YU-CLD-U-G-F	$ 122.00	$ 113.09
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-UG-YU-CLD-U-P-F	$ 127.50	$ 118.19
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscriptio	V-UG-YU-DLD-U-G-F	$ 135.50	$ 125.60
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-UG-YU-DLD-U-P-F	$ 141.00	$ 130.70
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - On Premise (I	V-UG-YU-PLL-U-F	$ 143.00	$ 139.76
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - Shared Cloud	V-UG-YU-SSS-U-G-F	$ 30.00	$ 29.32
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite. Subscription - Shared Cloud (Includes SaaS Basic S	V-UG-YU-SSS-U-P-F	$ 36.00	$ 35.18
VMware	U.S. Federal Basic Support/Subscription for VMware Socialcast: 1 User for 1 year	V-VID-CLD-D-2G-F	$ 59.00	$ 56.47
VMware	U.S. Federal Production Support/Subscription for VMware Socialcast: 1 User for 3 years	V-VID-CLD-D-2P-F	$ 61.00	$ 58.39
VMware	U.S. Federal Production Support/Subscription for VMware Socialcast: 1 User for 1 year	V-VID-CLD-D-3G-F	$ 82.00	$ 78.49
VMware	U.S. Federal VMware Socialcast 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-CLD-D-3P-F	$ 85.00	$ 81.36
VMware	U.S. Federal VMware Socialcast Perpetual: 1 User	V-VID-CLD-D-G-F	$ 31.00	$ 29.67
VMware	U.S. Federal Basic Support/Subscription for VMware Socialcast: 1 User for 3 years	V-VID-CLD-D-P-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Shared Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-CLD-U-2G-F	$ 115.00	$ 110.08
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Shared Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-CLD-U-2P-F	$ 119.00	$ 113.90
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Shared Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-CLD-U-3G-F	$ 162.00	$ 155.06
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-CLD-U-3P-F	$ 167.00	$ 159.85
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Shared Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-CLD-U-G-F	$ 61.00	$ 58.39
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Shared Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-CLD-U-P-F	$ 63.00	$ 60.30
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-DLD-D-2G-F	$ 81.00	$ 77.53
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-DLD-D-2P-F	$ 83.00	$ 79.45
VMware	U.S. Federal VMware Socialcast 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-DLD-D-3G-F	$ 114.00	$ 109.12
VMware	U.S. Federal VMware Socialcast 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-DLD-D-3P-F	$ 117.00	$ 111.99
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-DLD-D-G-F	$ 43.00	$ 41.16
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-DLD-D-P-F	$ 44.00	$ 42.12
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-DLD-U-2G-F	$ 160.00	$ 153.15
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-DLD-U-2P-F	$ 164.00	$ 156.98
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-DLD-U-3G-F	$ 225.00	$ 215.37
VMware	U.S. Federal VMware AirWatch Mobile Device Perpetual: 1 Device	V-VID-DLD-U-3P-F	$ 230.00	$ 220.15
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-DLD-U-G-F	$ 85.00	$ 81.36
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-DLD-U-P-F	$ 87.00	$ 83.27
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-OPL-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-OPL-D-2P-F	$ 38.00	$ 36.37

VMware	U.S. Federal VMware Socialcast 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-OPL-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Printer Perpetual: 1 Device	V-VID-OPL-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-OPL-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-OPL-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-VID-PLL-D-F	$ 30.00	$ 28.72
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Printer: 1 Device for 1 year	V-VID-PLL-U-F	$ 60.00	$ 57.43
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-VID-SSS-D-3G-F	$ 15.84	$ 15.16
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-VID-SSS-D-3P-F	$ 21.12	$ 20.22
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-VID-SSS-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-VID-SSS-D-P-F	$ 8.00	$ 7.66
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Printer: 1 Device for 3 years	V-VID-SSS-U-3G-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Shared Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-SSS-U-3P-F	$ 39.60	$ 37.90
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Printer: 1 Device for 1 year	V-VID-SSS-U-G-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Printer: 1 Device for 3 years	V-VID-SSS-U-P-F	$ 15.00	$ 14.36
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 1 year	V-YMS-CLD-D-2G-F	$ 211.00	$ 201.96
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 3 years	V-YMS-CLD-D-2P-F	$ 220.00	$ 210.58
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 1 year	V-YMS-CLD-D-3G-F	$ 296.00	$ 283.32
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-CLD-D-3P-F	$ 309.00	$ 295.77
VMware	U.S. Federal VMware AirWatch Green Management Suite Perpetual: 1 User	V-YMS-CLD-D-G-F	$ 112.00	$ 107.20
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 3 years	V-YMS-CLD-D-P-F	$ 117.00	$ 111.99
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-YMS-CLD-U-2G-F	$ 420.00	$ 402.02
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscripti	V-YMS-CLD-U-2P-F	$ 439.00	$ 420.20
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscripti	V-YMS-CLD-U-3G-F	$ 589.00	$ 563.78
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-YMS-CLD-U-3P-F	$ 616.00	$ 589.62
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-YMS-CLD-U-G-F	$ 223.00	$ 213.45
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscripti	V-YMS-CLD-U-P-F	$ 233.00	$ 223.02
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-DLD-D-2G-F	$ 234.00	$ 223.98
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-YMS-DLD-D-2P-F	$ 243.00	$ 232.59
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-YMS-DLD-D-3G-F	$ 328.00	$ 313.95
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-DLD-D-3P-F	$ 341.00	$ 326.40
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-DLD-D-G-F	$ 124.00	$ 118.69
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-YMS-DLD-D-P-F	$ 129.00	$ 123.48
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-YMS-DLD-U-2G-F	$ 465.00	$ 445.09
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-YMS-DLD-U-2P-F	$ 484.00	$ 463.27
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-YMS-DLD-U-3G-F	$ 653.00	$ 625.04
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-YMS-DLD-U-3P-F	$ 679.00	$ 649.92
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-YMS-DLD-U-G-F	$ 247.00	$ 236.42
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-YMS-DLD-U-P-F	$ 257.00	$ 245.99
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-OPL-D-2G-F	$ 188.00	$ 179.95
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscripti	V-YMS-OPL-D-2P-F	$ 198.00	$ 189.52
VMware	U.S. Federal VMware View: Install Configure Manage [V5.0] - Extra Person	EDU-VICM5-XP-F	$ 2,750.00	$ 2,687.66
VMware	Application Virtualization with VMware ThinApp [V5.0] - Open Enrollment	EDU-THINAPP5-OE-F	$ 825.00	$ 806.30
VMware	Application Virtualization with VMware ThinApp [V5.0] - On Site	EDU-THINAPP5-OS-F	$ 6,875.00	$ 6,719.14
VMware	Application Virtualization with VMware ThinApp [V5.0] - Extra Person	EDU-THINAPP5-XP-F	$ 688.00	$ 672.40
VMware	VMware vCloud Automation Center: Extensibility and Advanced Administration [V5 2] - Open Enrollment	EDU-VCACEXT52-OE-F	$ 1,645.00	$ 1,607.71
VMware	VMware vCloud Automation Center: Extensibility and Advanced Administration [V5 2] - Onsite	EDU-VCACEXT52-OS-F	$ 13,750.00	$ 13,438.29
VMware	VMware vCloud Automation Center: Extensibility and Advanced Administration [V5 2] - Extra Person	EDU-VCACEXT52-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal Using VMware vCenter Lab Manager - Open Enrollment	EDU-LM4-OE-F	$ 825.00	$ 806.30
VMware	U.S. Federal Using VMware vCenter Lab Manager - On Site	EDU-LM4-OS-F	$ 6,875.00	$ 6,719.14

VMware	U.S. Federal Using VMware vCenter Lab Manager - Extra Person	EDU-LM4-XP-F	$ 688.00	$ 672.40
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 1-150	SVC-CR-0-F	$ 100.00	$ 97.73
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 1-150.	SVC-CR-0-SSS-F	$ 100.00	$ 97.73
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 151-600	SVC-CR-10-F	$ 90.00	$ 87.96
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 151-600.	SVC-CR-10-SSS-F	$ 90.00	$ 87.96
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 601-1200	SVC-CR-15-F	$ 85.00	$ 83.07
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 601-1200.	SVC-CR-15-SSS-F	$ 85.00	$ 83.07
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 1201+	SVC-CR-20-F	$ 80.00	$ 78.19
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 1201+	SVC-CR-20-SSS-F	$ 80.00	$ 78.19
VMware	U.S. Federal Socialcast Configuration and Integration Design - On Premises	CON-SC-CIDOP-FF-F	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal Socialcast Assigned Client Account Representative	CON-SC-ACAR-FF-F	$ 30,000.00	$ 29,319.90
VMware	U.S. Federal Socialcast Reach System Integration	CON-SC-RSI-FF-F	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal Socialcast Single Sign On Configuration	CON-SC-SSOC-FF-F	$ 5,000.00	$ 4,886.65
VMware	U.S. Federal Socialcast Custom Theme Integration	CON-SC-CTI-FF-F	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscripti	V-YMS-OPL-D-3G-F	$ 264.00	$ 252.70
VMware	U.S. Federal VMware AirWatch Orange Management Suite Perpetual: 1 Device	V-YMS-OPL-D-3P-F	$ 278.00	$ 266.10
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-OPL-D-G-F	$ 100.00	$ 95.72
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscripti	V-YMS-OPL-D-P-F	$ 105.00	$ 100.50
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-YMS-PLL-D-F	$ 130.00	$ 124.43
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 1 year	V-YMS-PLL-U-F	$ 260.00	$ 248.87
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-YMS-SSS-D-3G-F	$ 71.28	$ 68.23
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-YMS-SSS-D-3P-F	$ 87.12	$ 83.39
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-YMS-SSS-D-G-F	$ 27.00	$ 25.84
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-YMS-SSS-D-P-F	$ 33.00	$ 31.59
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 3 years	V-YMS-SSS-U-3G-F	$ 145.20	$ 138.98
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-YMS-SSS-U-3P-F	$ 171.60	$ 164.25
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 1 year	V-YMS-SSS-U-G-F	$ 55.00	$ 52.64
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 3 years	V-YMS-SSS-U-P-F	$ 65.00	$ 62.22
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - On Premise (I	V-YMS-WKS-MF-2M-SSS-F	$ 10.84	$ 10.59
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - Shared Cloud	V-YMS-WKS-MF-3Y-SSS-F	$ 171.60	$ 167.71
VMware	U.S. Federal Upgrade: VMware AirWatch from Airwatch Content Locker View to Airwatch Content Locker Collaborate Subscription - Shared Cloud (Includ	V-YMS-WKS-MF-SSS-F	$ 65.00	$ 63.53
VMware	U.S. Federal VMware vCloud Air Accelerator	CON-VCA-ACL-F	$ 19,035.00	$ 18,603.48
VMware	U.S. Federal VMware Desktop Viritualization Health Check	CON-VDI-HC-S-F	$ 24,406.60	$ 23,853.30

carahsoft

CARAHSOFT'S RESPONSE TO THE

State of Utah
NASPO ValuePoint

REQUEST FOR PROPOSAL

NASPO ValuePoint Master Agreement for Cloud Solutions

SOLICITATION NO. CH16012

Technical Proposal

Thursday
March 10, 2015

CARAHSOFT TECHNOLOGY CORP.
1860 MICHAEL FARADAY DRIVE, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT.COM

March 10, 2015

State of Utah Division of Purchasing
3150 State Office Building
Capitol Hill
Salt Lake City, Utah 84114

Re: Carahsoft's Response to the State of Utah's Request for Proposal for NASPO ValuePoint Master Agreement for Cloud Solutions, Solicitation # CH16012.

Dear Mr. Hughes,

Carahsoft Technology Corp. appreciates the opportunity to respond to the State of Utah's Request for Proposals/Q/Information for Project Description.

5.2.1	Carahsoft Technology Corporation understands that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.
5.2.2	When writing this response Carahsoft utilized the OEMs being proposed as a part of this response to assist in preparing this response. Staff responsible for creating this proposal include Robert R. Moore – Vice President, Jack Dixon – Contract Specialist, & David Holl – Proposal Coordinator.
5.2.3	Carahsoft Technology Corporation is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.
5.2.4	Carahsoft Technology Corporation acknowledges that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.
5.2.5	Carahsoft Technology Corporation is including an all-encompassing list of solutions in this response which covers the SaaS, PaaS, & IaaS categories. Services completion/deployment will vary based on manufacturer but will utilize either the manufacturers own integration policies and procedures or a third party subcontractor specializing in servicing the manufacturers' specific solution.
5.2.6	Carahsoft can provide varying levels of data risk support based on customer requirements, manufacturer, and solution type. Please see our response to Attachment H for further detail.

Please feel free to contact me directly at 703.871.8504/Robert.Moore@carahsoft.com or Jack Dixon at 703.230.7545/Jack.Dixon@carahsoft.com with any questions or communications that will assist the Agency in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Robert R. Moore
Vice President

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RFP SIGNATURE PAGE

The Lead State's Request for Proposal Signature Page completed and signed. See Section 5.1 of the RFP.

Please find below Carahsoft's RFP Signature Page below.

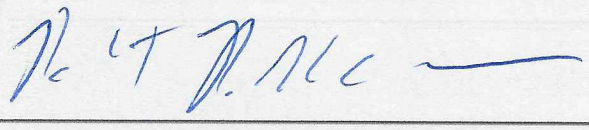
State of Utah Vendor Information Form

Legal Company Name (include d/b/a if applicable)	Federal Tax Identification Number	State of Utah Sales Tax ID Number	
Carahsoft Technology Corporation	52-2189693	9721863-0143	
Ordering Address	**City**	**State**	**Zip Code**
1860 Michael Faraday Drive, Suite 100	Reston	VA	20190
Remittance Address (if different from ordering address)	**City**	**State**	**Zip Code**
1860 Michael Faraday Drive, Suite 100	Reston	VA	20190
Type ☐ Proprietorship ☐ Partnership ☐ Government ☒ For-Profit Corporation ☐ Non-Profit Corporation	Company Contact Person: Robert R. Moore		
Telephone Number (include area code): 703.871.8504	Fax Number (include area code): 703.871.8505		
Company's Internet Web Address: www.carahsoft.com	Email Address: robert.moore@carahsoft.com		
Offeror's Authorized Representative's Signature			
Type or Print Name: Robert R. Moore			
Position or Title of Authorized Representative: Vice President			
Date: 3/10/2016			

State of Utah
Request for Proposal

Legal Company Name (include d/b/a if applicable)	Federal Tax Identification Number	State of Utah Sales Tax ID Number	
Carahsoft Technology Corporation	52-2189693	9721863-0143	
Ordering Address 1860 Michael Faraday Drive, Suite 100	City Reston	State VA	Zip Code 20190
Remittance Address (if different from ordering address) 1860 Michael Faraday Drive, Suite 100	City Reston	State VA	Zip Code 20190
Type [X] Corporation [ ] Partnership [ ] Proprietorship [ ] Government	Company Contact Person Robert R. Moore		
Telephone Number (include area code) 703.871.8504	Fax Number (include area code) 703.871.8505		
Company's Internet Web Address www.Carahsoft.com	Email Address Robert.Moore@Carahsoft.com		
Discount Terms (for prompt payment discounts): Not Applicable	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

By submitting a proposal in response to this RFP, the Offeror acknowledges and agrees that the specifications, terms and conditions, or other elements of the RFP are not ambiguous, confusing, contradictory, unduly restrictive, erroneous, or anticompetitive. The Offeror further acknowledges that it has read this RFP, along with any attached or referenced documents, and this document, including the General Provisions.

Offeror's Authorized Representative's Signature	Date
	3/10/2016
Type or Print Name Robert R. Moore	Position or Title Vice President

NOTICE

ACKNOWLEDGEMENT OF AMENDMENTS

Please find below Carahsoft's Acknowledgement of Amendments.

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP (SOLICITATION CH16012)

This attachment represents that the Offeror has read, reviewed, and understands the totality of Solicitation CH16012, including the final RFP document posted on February 10, 2016.

By signing below, the Offeror attest to reviewing the documents listed above.

Carahsoft Technology Corporation
Offeror

Representative Signature

EXECUTIVE SUMMARY

The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary. See Section 5.4 of the RFP.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corporation understands that the State of Utah & NASPO ValuePoint is seeking a Master Agreement for Cloud Solutions.

Carahsoft has assembled a team from our vast portfolio of over 200 hundred vendors that includes our premiere network of cloud solutions, resellers, and subcontractors as the best solution to meet the State of Utah's requirements. The intent of our proposal is to deliver the highest value proposition at the lowest possible cost to the State of Utah, NASPO ValuePoint, & all participating entities for the acquisition of cloud solutions. Carahsoft understands the need for high quality cloud based service providers that have the ability to provide a menu of cloud solution offerings. Carahsoft's superior contract management and network of Cloud Solution Providers will ultimately increase the State & Participating Entities overall efficiency, reduce costs, improve operational scalability, provide business continuity, increase collaboration efficiencies, and all for expanded flexibility.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading software license GSA resellers.

VENDOR RELATIONSHIPS – Just as each state, territory, and participating entity is unique in how they employ cloud solutions, Carahsoft's cloud offering follows a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships.

PROVEN EXECUTION (Growth and Experience of Sales) – Carahsoft has been supporting the IT needs of Government and Education Customers for more than 12 years. Our Public Sector Sales Team supports the Government, Education, and Healthcare vertical markets and is an enormous component of Carahsoft's ongoing and continued growth. In 2014, Carahsoft had revenues of over $2B in the public sector market. Our State & Local Government Sales Force is solely dedicated to supporting the unique needs of Higher Education, K- 12 Schools, State Government, and Local Government customers.

CONTRACT VEHICLES – Over the past ten years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Carahsoft holds statewide contracts in many states across the country, and we have a great deal of experience with contract transitions. Associated with all contracts are dedicated and experienced contract management resources.

Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates quotes within 30 minutes or less and processed over 56,000 orders in 2014 that were each completed the same day received.

GROWTH & STABILITY – Carahsoft has continued to show impressive growth year after year, turning annual revenue from $3.4 million in our first year in 2004 to $1.065 billion in 2011, $1.465 billion in 2012, $1.8 billion in 2013, and $2.45 billion in 2014. In September of 2014, 7,501 orders were processed worth over $626 million. We are a stable, conservative, and profitable company and have received numerous accolades including the 2013 GovCon Government Contractor of the Year Award in the greater than $300M revenue category. Carahsoft was also recognized in the following areas:

- Largest GSA Schedule 70 Contract holder for software
- 7th of the Washington Business Journal's 100 Largest Private Companies List for 2014
- 2012 Federal 100 Winner, Craig P. Abod, President and CEO
- 2013 Federal 100 Winner, John Lee, Vice President of Cloud Services

As a part of this response Carahsoft has utilized multiple Cloud Solution Vendors, covering all of the Cloud Solution Categories; SaaS, IaaS, PaaS. Carahsoft's strong vendor relationships and partner ecosystem have created an efficient and cost effective response which encompasses all vendor solutions into a single, easy to utilize vehicle. While the technical requirements of each solution vary, Carahsoft strives to consolidate these specifications and responses into a cohesive unit.

MANDATORY MINIMUMS

This section should constitute the Offeror's point-by-point response to each item described in Section 5 of the RFP, except 5.1 (Signature Page) and 5.4 (Executive Summary). An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 5 of the RFP.

5.1 – Signature Page

Proposals must be submitted with a vendor information form, located on Bidsync as an attachment to the RFP, which must contain an ORIGINAL HANDWRITTEN signature executed in INK OR AN ELECTRONIC SIGNATURE, and be returned with the Offeror's proposal.

Please find Carahsoft's Signature Page completed above.

5.2 – Cover Letter

Proposals must include a cover letter on official letterhead of the Offeror. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

5.2.1 A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.

5.2.2 A statement naming the firms and/or staff responsible for writing the proposal.

5.2.3 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

5.2.4 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.

5.2.5 A statement identifying the service model(s) (SaaS, IaaS, and/or PaaS) and deployment model(s) that it is capable of providing under the terms of the RFP. See Attachment C for a determination of each service model subcategory. The services models, deployment models and risk categories can be found in the Scope of Services, Attachment D. Note: Multiple service and/or deployment model selection is permitted, and at least one service model must be identified. See Attachment H.

5.2.6 A statement identifying the data risk categories that the Offeror is capable of storing and securing. See Attachment D and Attachment H.

Please find above Carahsoft's Cover Letter addressing these requirements.

5.3 – Acknowledgement of Amendments

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.

Carahsoft acknowledges all amendments. Also please find below Carahsoft's Acknowledgement of Amendments form completed.

5.4 – Executive Summary

Offerors must provide an Executive Summary of its proposal. An Executive Summary should highlight the major features of an Offeror's proposal. Briefly describe the proposal in no more than three (3) pages. The evaluation committee should be able to determine the essence of the proposal by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

Please find above Carahsoft's Executive Summary addressing these requirements.

5.5 – General Requirements

5.5.1 Offeror must agree that if awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

Carahsoft agrees that if awarded a contract they will provide a Usage Report Administrator responsible for quarterly sales reporting described in the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

5.5.2 Offeror must provide a statement that it agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

Carahsoft agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading Carahsoft's ordering instructions, if awarded a contract.

5.5.3 Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment. Offeror must either submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), Exhibit 1 to Attachment B, or submit a report documenting compliance with Cloud Controls Matrix (CCM), Exhibit 2 to Attachment B. Offeror must also represent and warrant the accuracy and currency of the information on the completed. Offerors are encouraged to complete and submit both exhibits to Attachment B.

For ease of access and evaluation, Carahsoft has provided these Assessment documents under separate cover. All copies have been submitted electronically per the instructions of the RFP. Please note that specific assessments have been labeled as confidential- additional information is provided in the Confidential, Protected, or Proprietary Information section.

5.5.4 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

SERVICE LEVEL FRAMEWORK

The service levels ("Service Levels") applicable to the Services specified in Sections 1 and 2 are set forth in Schedule B to this SD ("Service Levels for Cloud Platform Services"). The framework that governs all Service Levels is set forth in this Section.

Commencement of Service Levels

Commencing thirty (30) days from the Service Start Date (as set forth in the applicable Order Form), Virtustream's performance of the Services will meet each applicable Service Level. If Virtustream's performance of the Services does not meet the applicable Service Level, then Virtustream will use commercially reasonable efforts to restore its performance to meet such Service Level.

Service Level Reports

Service Levels will be calculated and measured monthly by Virtustream on a calendar month basis and reported each month for the previous month. The reports will be provided to Customer by the tenth (10th) working day of the month following that to which such report relates, commencing on the second (2nd) month following the Service Start Date and each month thereafter. The monthly service level report will contain at least the following items: (i) Uptime statistics for the month concerned; (ii) an analysis of reported incidents over the previous month, broken down by type for discussion; (iii) action plans for items giving rise to concern; (iv) comments and observations on any issues arising from Virtustream's performance monitoring activities; (v) recommendations on service delivery strategies to maintain or enhance the service level; and (vi) review of general business requirements ("Service Level Report"). Cloud Platform Services (CPS) has its own specific service levels as described in this document. Cloud Cover Services (CCS) has service levels that pertain to the CCS offerings and are reported separately. Not all Virtustream customers have CCS but all Virtustream customers use CPS.

Service Level Review Meetings

Monthly Service Level review meetings will be conducted by Virtustream with Customer where the monthly Service Level report specified above will be discussed. If any of the Service Levels measured over the previous calendar month period is not achieved in that month, then Virtustream will include the steps taken to rectify the problem in the next monthly Service Level Report. In addition, the issue shall be an agenda topic for discussion at the next monthly service review meeting. Additionally, after restoring service or otherwise resolving any immediate problem as specified in this SD, if Virtustream fails to provide Services in accordance with the Service Levels, Virtustream shall:

a. Promptly investigate and report on the causes of such problem;

b. Provide a Root Cause Analysis of such failure as soon as practical after such failure or at Customer's request;

c. Correct such problem that is Virtustream's fault or responsibility, as soon as reasonably practicable and coordinate the correction of such problem if Virtustream does not have responsibility for the cause of such problem.

d. Advise Customer of the status of remedial efforts being undertaken with respect to such problem;

e. Demonstrate to Customer's reasonable satisfaction that the causes of such problem (that is Virtustream's fault or responsibility) have been or shall be corrected on a permanent basis; and

f. Take corrective actions to prevent any recurrence of such problem (that is Virtustream's fault or responsibility).

Root Cause Analysis

Promptly following Virtustream's failure to meet a Service Level, Virtustream will perform a root cause analysis to determine the reason for that failure. Upon Virtustream's determination of the cause of such failure, it will provide to Customer a preliminary report citing the cause of such failure. If Virtustream determines that the failure was due to Virtustream, an additional report will be provided that details the root causes of the failure, and which details any measures that should be taken to minimize the possibility that such failures will re-occur. Virtustream will correct the problem and use reasonable commercial efforts to minimize the re-occurrence of such failures.

Service Level Exceptions

Virtustream shall not be liable for any failure to meet the Service Levels, to the extent such failure was caused by one or more of the following:

a. A failure of Customer or any of its employees, agents or contractors (including any of Customer's third party service providers) to perform any of its responsibilities under this SD;

b. Any act or omission of Customer or any of its employees, agents or contractors (including Customer's third party service providers or other third parties acting on behalf of Customer);
c. Any hardware, software or other product of a third-party or Customer equipment;
d. Any failure of Customer to secure the proper access rights or maintenance and support services with respect to any component of the Services (e.g., hardware, software, network, maintenance) for which Virtustream does not bear operational responsibility;
e. Downtimes resulting from a Virtustream's scheduled maintenance windows;
f. Customer's reprioritization of the tasks to be performed by Virtustream where such reprioritization causes Virtustream to miss a Service Level;
g. Viruses; provided that the infected Virtustream-provided system had virus protection for which the virus protection software updates were up to date;
h. An election by Customer to purchase a base commitment that is not sufficient to run Customer's system (e.g., If a customer elects to size a µVM pool that is insufficient to run the designated workload);
i. Issues occurring outside of standard working hours (as defined for business level customers) — for which the Service Level Objectives (SLOs) do not apply;
j. Cloud Cover Services (CCS) offerings — for which the Service Level Objectives (SLOs) do not apply;
k. Resolution delays due to lack of client response and/or Customer provided credential based information;
l. Priority levels not agreed upon by both customer and supplier;
m. Claims of performance degradation not substantiated through Customer provided diagnostic testing results.

5.7 Recertification of Mandatory Minimums and Technical Specifications

Offeror must acknowledge that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

Carahsoft acknowledges that if awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in this proposal.

BUSINESS PROFILE

This section should constitute the Offeror's response to the items described in Section 6 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 6 of the RFP.

6.1 – Business Profile Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates (specific for employees that may be associated with the services related to the RFP) over the last two (2) years, etc. Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award.

Carahsoft Technology Corp. was started in Reston, Virginia in 2004. Carahsoft remains headquartered in Reston Virginia employing over 500 people that specifically support the Public Sector (Federal, State, Local, and Public Funded Educational Entities Nationwide within the United States.) Carahsoft has built a reputation as a customer focused organization with depth of experience in government sales, marketing, and contract program management. Carahsoft is one of the largest sellers of Cloud (including SaaS, PaaS, and IaaS) to U.S. the Public Sector.

Carahsoft's organizational structure allows for very focused and individualized support of any customer. The Executive Management team at Carahsoft is responsible for all aspects of day to day running of the organization. Reporting to the Executive Management Team are Directors. It is the Director's primary responsibility to oversee a particular technology area(s) and to monitor and manage all aspects of the staff, customers, and business within that area. An example of a Technology Area at Carahsoft is the VMware Virtualization practice. A host of technology offerings that use VMware at their core are supported by a single business unit overseen by a single Director that has reach back and access to the Executive Management staff. The Director's are then supported by a group of Team Leads. Each Team Lead Oversees a business area (typically defined by customer type (i.e. State Customers) or technology type (i.e. Virtual Desktop). Each team lead oversees a staff that is responsible for executing and managing the activities within that business unit.

At its' core, this organizational structure is lean and efficient, lacking layers of middle management, and empowering individuals with decision making capability in order to support all customers quickly an efficiently.

Carahsoft boasts an excellent employee retention rate. Specific benchmarks that we track include employee retention at 2 years of employment and 4 years of employment with rates of 65% and 90% respectively.

Carahsoft has been providing cloud solutions since opening its doors in 2004. US Public Sector entities have relied on Carahsoft to provide a wide variety of cloud technologies. Carahsoft serves as the cloud distributor and provides access to the core cloud technology with the core technology being supported by companies such as SalesForce, Google, ServiceNow, etc. Carahsoft currently support a state-wide implementation of Service Now's cloud technology within the Commonwealth of Pennsylvania. This implementation is known as the Enterprise Information Help Desk and manages all incident requests. Additionally, in 2013, Carahsoft has contracted with the State of Ohio to provide a cloud solution built around the technology from Salesforce. Ohios' Department of Administrative Services has contracted for Carahsoft to provide a variety of services including Service Cloud, Radian6 and Marketing Cloud as well as others. Both the Ohio and Pennsylvania cloud solutions are still being provided to these organizations.

Contracts similar in scope and size of this NASPO Cloud RFP:

California Multiple Award Schedule	California CMAS 3-12-70-2247E
Delaware Salesforce Contract	Delaware SE-CLD-001
Florida Commercial-off-the-shelf Software Contract	Florida COTS 43230000-14-01
Iowa Salesforce Contract	Iowa 2015-BUS-004
Ohio Master Cloud Services Agreement	Ohio MCSA-0016
Ohio State Term Schedule	Ohio STS 534354
Texas DIR Salesforce Contract	DIR-SDD-1793
Texas DIR Emergency Preparedness Contract	DIR-SDD-2035
Texas DIR Software/SaaS Contract	DIR-TSO-3149
VITA Desktop Productivity Software Contract	VITA VA-140401-CARA

6.2 – Scope of Experience Describe in detail the business' experience with government or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' five (5) largest contracts in the last two (2) years, under which the Offeror provided Solutions identical or very similar to those required by this RFP. Government experience is preferred.

CONTRACT VEHICLES – Over the past ten years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Carahsoft holds statewide contracts in many states across the country, and we have a great deal of experience with IT Master contracts accessible to numerous public agencies. Carahsoft has extensive experience in successfully launching, maintaining, and managing these contracts and projects over a wide range of government customers. The range of government projects include agency/ county/ city wide project, state-wide efforts, and multi-state contracts, as well as supporting projects that cross a wide range of Federal government customers. Examples of some of these projects include:

TEXServe Multi-jurisdictional Purchasing Program: Carahsoft promoted and managed the Texserve Contract-allowing the full VMware Products & Services portfolio to be procured by Texas K-12 Users at a discounted price.

> **TEXserve services including**: VMware Technical Support, Pre-sales licensing configuration & design, contract promotion, ad hoc revenue reporting, and customer nurturing/ upsell campaigns. Carahsoft worked with Texserve, K-12 customers, to partner with a select number of VMware Premier and Enterprise Authorized Resellers utilizing their expertise under the Texserve contract.

ONENET Purchasing Consolidation: Carahsoft serves as the prime contractor and program manager for the ONENET contract serving the entire ONENET community providing the ability to procure VMware software (licensing/support) through a trusted network of strategic partners at a discounted rate. Carahsoft has a proven track record of providing the highest level of technical support while ensuring that members receive the proper software products and services conveniently under the ONENET Contract.

TX DIR Contract Sales: Carahsoft maintains a number of purchasing vehicles with the State of Texas Department of Information Resources (DIR.) 2014 DIR sales accounted for greater than $50M in revenues. Carahsoft actively markets these contracts and has grown revenues at greater than 10% annually for the past 5 years.

Total GSA State & Local Sales: Carahsoft holds a US General Services Administration (GSA) Schedule 70 Technology Contract. This contract is open to State and Local agencies to purchase as a form of Cooperative

Purchasing. Carahsoft markets the availability of this contract to eligible users and maintains sales revenues to eligible State and Local entities at greater than $50M annually.

As a whole, Carahsoft's five largest public sector contracts have totaled approximately $211,571,007 in sales in the past 2 years.

Carahsoft GSA Schedule	GS-35F-0119Y	$127,242,948.95
Texas DIR Emergency Preparedness Contract	TX-DIR-SDD-2035	$ 39,007,058.19
Texas DIR BMC Contract	TXDIR-SDD-1727	$ 15,734,306.68
Texas DIR Salesforce Contract	TXDIR-SDD-1793	$ 14,876,679.26
Texas DIR Adobe Contract	TX-DIR-SDD-2504	$ 14,710,013.43

Total Sales: $211,571,006.51

These contracts make up close to 2/3 of the total sales on contract that Carahsoft completed in that span. All of these contracts are currently in place with government entities.

6.3 – Financials Offeror must provide audited financial statements, of the last two years, to the State that demonstrate that an Offeror meets at a minimum Dun and Bradstreet (D&B) credit rating of 3A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement.

Carahsoft has deemed its audited financials to be considered confidential. Additional information is provided in the Confidential, Protected, or Proprietary Information section. For D&B report along with additional clarification, please see page 360 in the Supplemental Information Section.

6.4 – General Information

6.4.1 Provide any pertinent general information about the depth and breadth of your Solutions and their overall use and acceptance in the cloud marketplace.

Carahsoft has assembled a team from our vast portfolio of vendors that includes our leading premiere network of cloud solutions, resellers, and subcontractors as the best solution to meet the State of Utah's requirements. They include:

AODocs, CA, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, Virtustream, VMware

Carahsoft is submitting as the exclusive offeror for all Google, Salesforce, and ServiceNow solutions and services for the NASPO Cloud solicitation. These manufacturers have deemed Carahsoft as the prime contractor who can effectively and efficiently manage the NASPO cloud contract on their behalf.

As a part of this response Carahsoft has utilized multiple Cloud Solution Vendors, covering all of the Cloud delivery models; SaaS, IaaS, PaaS. Carahsoft's strong vendor relationships and partner ecosystem have created an efficient and cost effective response which encompasses all vendor solutions into a single, easy

to utilize vehicle. While the technical requirements of each solution vary, Carahsoft strives to consolidate these specifications and responses into a cohesive unit. For example:

CA Technologies is a leader in IT Management Solutions in the industry. CA has be steadily moving its premier on premise management solutions to the cloud. CA Clarity Project and Portfolio Management (PPM) is one of the leading solutions used by state governments today.

Google's SaaS offering, Google Apps, has been commercially available since 2006 and presently has ~5.3 million paying customers covering 26m+ end user licenses. Google Apps represents a combination of the most popular consumer products that have been prepared for Enterprise use through the means of adding Administrative and Compliance Controls to the suite.

Gmail is the anchor product in the SaaS offering. Google has over 1B consumer users of Gmail and from that success designed a means by which customers could bring their own email-enabled domain name(s) into this managed service to replace legacy on-premises systems at a significantly reduced price. The straightforward means of migrating data as well as configuring the service and the knowledge that a majority of these business users may already be familiar with Gmail via personal use has made the adoption of Google Apps a logical choice.

Examples of the evolution of this SaaS offering include:
● Acquisition in 2007 of one of the leading email security and compliance vendors and the integration of those services to the Gmail Advanced Settings options. These features include the ability for customer System Administrators to set Spam, Content, Attachment and TLS policies to meet their specific requirements.
● In 2011 Google launches the Google Apps Status Dashboard, a publicly accessible website with RSS feeds to keep the world apprise of current system status.
● In 2012 Google increases the Gmail storage allocation from 10gb to 25gb, no change in price
● In 2013 Google modifies the storage space to unify email and Drive storage and increase the allocation to 30Gb, no change in price
● In 2014 Google offers a new premium SKU that offers unlimited unified Storage
● In 2015 Google enhances the Gmail Advanced Settings features to include pre-defined lexicons to support Data Loss Prevention scanning in email.

The above list is a short list of the variety of services, support offerings, features and best practices that Google has adopted into the service delivery of the SaaS offering. In addition to the wide use of GMail, Google has six other products with over a Billion active users. Those are Google Search, Chrome, Android, Google Maps, YouTube and Google Play.

Chrome as a browser and an operating system are further evidence of strong usage and market acceptance. In a report released by Net Applications in April of 2015, Chrome browser held 25.68% market share while IE11 had 25.04, followed by IE8 at 16.0. The increase in adoption by Enterprise customers is attributed to the real time updates against emerging threats and the Chrome for Enterprise browser controls.

Chromebooks, the laptops that run Google Chrome as the OS, are seeing a rapid increase in sales in the K-12 market worldwide. This is attributed to the low-cost and the easy-to-manage machines.

Google's PaaS/IaaS offerings entitled Google Cloud Platform was first announces in 2008 with Google App Engine, a platform to develop and host web applications. Early success on this platform included The Royal Wedding Website and BestBuy moving their online Gift Card/Registry service to the platform. Over the years, and based on market demand, Google began to externalize off PaaS/IaaS service offerings that Google developed originally for their own infrastructure and platform utilization.

Google continues to expose the benefits of Google's infrastructure to outside entities.

Or, put differently, Google lets customers use the same infrastructure that allows Google to return billions of search results in milliseconds, serve 6 billion hours of YouTube video per month and provide storage for 1Billion Gmail users.

Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers span nearly every industry worldwide. The company's trusted cloud platform is creating a connected government experience for over 1000 government agencies including all federal cabinet government agencies and the majority of US States. With the world's leading cloud platform, Salesforce is freeing government data from legacy systems, empowering citizens and connecting agencies to administer government in powerful new ways. Government agencies are using Salesforce solutions for a multitude of government functions including grants management, constituent communications and correspondence management, incident and case management, call/contact center management, outreach programs, learning management, volunteer management, project management, and even donor management, among numerous others.

SAP is the fastest growing company at scale in the cloud with a user base of over 95 million subscribers. We also have the largest cloud portfolio of over 30 solutions for all lines of business as well as business suites. We also have 41 data centers in 21 locations in 11 countries.

6.4.2 Offeror must describe whether or not its auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011, or greater.

Security is a multidimensional business imperative that demands consideration at multiple levels, from security for applications to physical facilities and network security. In addition to the latest technologies, world-class security requires ongoing adherence to best-practice policies. To ensure this adherence, our various cloud providers continually seek relevant third-party certification, including ISO 27001, the SysTrust audit (the recognized standard for system security), and SSAE 16 SOC 1 audit (an examination and assessment of internal corporate controls, previously known as SAS 70 Type II). SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include: CSA 'Consensus Assessments Initiative', JIPDC (Japan Privacy Seal), Tuv (Germany Privacy Mark), and TRUSTe.

Some examples include:

ServiceNow's security framework is based on ISO/IEC 27002 and has been ISO 27001 certified since 2012. Annually, ServiceNow undergoes ISO 27001 Surveillance audits and well as SSAE 16 attestations for both SOC 1 Type 2 and SOC 2 Type 2. Customers under an NDA can request these reports annually in assisting with both their vendor management and regulatory or compliance programs. ServiceNow provides Security Event Logs using Application Level Audit Logs and Infrastructure Monitoring,

Application Level Audit Logs. The ServiceNow application writes detailed audit log information that is stored in tables within a customer's instance. Since this is considered customer data and is stored within a customer's instance, ServiceNow does not attempt to monitor or view this data unless specifically requested by a customer. As a result the customer is responsible for monitoring the contents of these logs files and, at the customer's choosing, exporting the logs through the capabilities provided within the platform.

Infrastructure Monitoring. All components of the infrastructure supporting the private cloud feed alerts and logs into the SIEM. In addition, ServiceNow has deployed an Intrusion Detection System (IDS), positioned to listen to all inbound network traffic, with all events going to the SIEM as well. The SIEM is configured to automatically send alerts for common attacks. ServiceNow is responsible for managing the SIEM environment and securing the logs. ServiceNow retains all infrastructure logs for at least 90 days. The Security Operations Center (SOC) is also responsible for completing a daily checklist across a range of security domains, including privilege account usage, IDS alerts, file integrity monitoring (FIM), and database access. The daily checklists and captured events are managed through an instance of ServiceNow. Any variances that are discovered are raised as incidents for tracking, notifications, and investigation.

CA SaaS environment is compliant with SSAE16 for services where infrastructure and application are managed and maintained by CA. CA Agile Management currently does not hold SSAE16 certification. For SaaS offerings where infrastructure is managed by a third party, provider's SSAE16 reports are available upon request.

6.5 – Billing and Pricing Practices

6.5.1 Describe your billing and pricing practices, including how your billing practices are transparent and easy to understand for Purchasing Entity's.

Carahsoft's Order Management team works to ensure that billing and payment are completed in an efficient and simple manner. Purchase Orders and Invoices are provided to the customer early to ensure that payment can be completed whenever the customer is ready and within the confines of the agreed upon deal. Our OM team is available to answer any questions a Purchasing Entity has in order to assist with the process and confirm that they have everything needed for payment.

Carahsoft's pricing is dictated by the manufacturers- Carahsoft ensures that the Purchasing Entity's receive the best possible price by working directly with the manufacturer and ensuring that pricing meets or exceeds the contract being used. In addition, Carahsoft works with the manufacturer to ensure that all pricing changes are accounted for within the contract, as applicable.

6.5.2 Identify any typical cost impacts that a Purchasing Entity might need to consider, if any, to implement your cloud solutions.

When a purchasing entity determines they need implementation services to their cloud solutions, the Carahsoft offering provides these additional services. For Example:

ServiceNow Response: Customers typically engage ServiceNow for the initial implementation and training services and then for any major new future application implementations to get the best-of-breed expertise

for good standard solution support. ServiceNow developed the platform and applications so anyone could support changes to the configuration without having to hire outside consultants. The customer is empowered as they gain experience either by shadowing ServiceNow consultants during initial implementations, as they talking to other customers through the Community website, or by asking for technical support through the portal. So initial costs typically occur for ServiceNow when it is first implemented and there might be requested services as customers add new application support but there are no ongoing costs typically.

CA Cloud SaaS solutions are fully operational multi-tenant solution that are fully ready to use at outset. These Solutions are typically complex management solutions that do require setup and training. For example many customer will purchase a limited time block of consulting to help with loading data, and configuring reports. Training is also available for all applications to either augment start-up packs or walk customers through basic tasks.

In addition to the licensing fees there are optional Google services that a Purchasing Entity may find meet additional mandatory requirements. Examples would include adding on other SaaS solutions like Virtru for end to end encryption or AODocs for Document Management. The key benefit to moving to Cloud based vendors is a new set of transformative tools that are more productive and most cost effective than traditional client server solutions. Other additional costs may come into play of the Purchasing Entity wants to outsource all of the configuration and migration work to the selected reseller leading to additional time and materials expenses.

The Salesforce solution is available immediately for use via the internet after a Purchasing Entity makes a purchase of the solution. Other additional costs would include any implementation fees to be performed by a certified Salesforce implementation partner. These fees vary based on the type of project and length and complexity of implementation.

6.5.3 Offeror must describe how its Solutions are NIST compliant, as defined in NIST Special Publication 800-145, with the service models it offers.

Carahsoft's cloud solution offerings all fit within the guidelines listed in NIST publication 800-145 and repeated in Attachment D of this response. Please see response 8.1.5 for a more detailed explanation.

6.6 – Scope and Variety of Cloud Solutions

6.6 Specify the scope and variety of the service models you offer under this solicitation. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer.

Carahsoft proudly offers a number of SaaS, PaaS, and IaaS supported by the cloud technologies as listed below. Many of our top tier cloud vendors also provide subscription and utility based pricing models which would be available to the State. Below is a list of each manufacturer being proposed in this response, along with the specific type of solution (SaaS, IaaS, and PaaS) they fit into:

SaaS – AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
PaaS – Google, QTS, Salesforce, SAP, ServiceNow, Virtustream
IaaS – FireEye, Google, QTS, Virtustream, VMware

6.7 – Best Practices

6.7 Specify your policies and procedures in ensuring visibility, compliance, data security and threat protection for cloud-delivered services; include any implementations of encryption or tokenization to control access to sensitive data.

Carahsoft utilizes varying procedures for ensuring visibility, compliance, data security and threat protection for cloud-delivered services. Please see the below examples of potential options for meeting the State's expectations:

ServiceNow Response: ServiceNow applications have the advantage of being built on a single cloud platform that consists of one user interface, one code base and one data model; delivering holistic visibility into processes, creating a single source of truth, irrespective of whether the processes and systems are within the customer's environment or hosted in the cloud. ServiceNow invests significant resources in providing its services in a secure manner. This includes global teams delivering 24x7 operations and technical support from ServiceNow staff. ServiceNow currently has offices with staff focused on the management of the private cloud in Australia, the Netherlands, the U.K, North America, and Asia. The ServiceNow environment is a private cloud, fully owned and operated by ServiceNow, which supports a logically single tenant architecture. Customer data is isolated from other customer data by leveraging an enterprise-grade cloud architecture and a dedicated database and application set per instance. This gives ServiceNow customers cost reduction through shared infrastructure, while having the security benefits of customer-specific isolation at the application and data layers. In addition to the security features that come standard within the platform and each customer instance, customers can leverage the additional security features within ServiceNow to augment the security configuration of their instances based on their own needs and risk profile.

CA Response: This is addressed throughout all of our policies and procedures. CA SaaS Operations and Delivery runs an Information Security Management Framework (ISMS), which includes security organization, documentation, monitoring, and continuous improvement cycle. The security documentation comprises of CA SaaS Operations information security policies, procedures, guidelines and checklists. ISMS documentation is reviewed along with applicable controls annually. CA offers a variety of SaaS solutions, details for each offering has been provided in Exhibit 1 and 2 of this proposal.

Salesforce Response: Salesforce has many customers that are subject to laws pertaining to the processing of personally identifiable information (PII) or personal data. Salesforce offers its customers a broad spectrum of functionalities and customer-controlled security features that its customers may implement in their respective uses of the Salesforce services. Salesforce believes that these provide its customers the flexibility to comply with laws with stringent privacy and security requirements. Encryption options vary based on Salesforce Commercial Cloud or Salesforce Government Cloud offering.

Government Cloud Encryption:
As part of the Salesforce Government Cloud, Salesforce is capable of responding to FIPS 140-2 cryptographic implementations for data being transferred between the State's web browser and Salesforce. Data that resides within Salesforce's protected boundary does not use FIPS 140-2 validated encryption as compensating/mitigating controls are in place to protect data. Additional information is provided below.

Data In Motion:

Salesforce employs cryptographic mechanisms to protect information during transmission. All transmissions between the user and Salesforce are encrypted by default with a 2048- bit Public Key. Our service uses International/Global Step Up certificates. We support one- way TLS, in which customers create secure connections before sharing private data.
Secure routing and traffic flow policies ensure that customer traffic is encrypted entering Salesforce until the load balancer decrypts the traffic. The load balancers decrypting the traffic are FIPS 140-2 compliant and are located inside of the Salesforce Government Cloud isolation boundary.

Data At Rest:
NIST SP 800-53 Rev. 4 states in SC-28, “Information at rest refers to the state of information when it is located on a secondary storage device (e.g., disk drive, tape drive) within an organizational information system.” SC-28 also states, “Organizations may choose to employ different mechanisms to achieve confidentiality and integrity protections, as appropriate.” All secondary storage media (hard drives, disk drives, and tapes) containing customer data are maintained within Salesforce’s secure production data centers until the media has been sanitized and destroyed. Salesforce relies on physical access controls as a compensating control to protect the data.

ORGANIZATIONS PROFILE

This section should constitute the Offeror's response to the items described in Section 7 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 7 of the RFP.

7.1 – Contract Manager

The Offeror must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. The Contract Manager must have a minimum of three (3) years' experience managing contracts for cloud solutions.

7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

Bethany Blackwell
Senior Manager
703-230-7435 (office)
703-501-1134 (cell)
Bethany.blackwell@carahsoft.com
Working hours: 7am-7pm EST M-F

7.1.2 Describe in detail the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. Provide a detailed resume for the Contract Manager.

The proposed contract manager, Bethany Blackwell, has over 5 years of experience in managing SaaS contracts in both the State and Local and Federal markets.

Bethany developed and manages contracts and associated terms for cloud contracts in more than 10 states. The combination of the State and Federal contract vehicles and BPAs being managed is valued at over $300M. Annually, she oversees 1000+ SaaS transactions off of these contract vehicles which include licensing and implementation that provide end to end cloud solutions to public sector customers.

Name	Position
Bethany Blackwell	**Carahsoft Senior Account Manager – Will serve as the NASPO ValuePoint Contract Manager**
Background	
• Senior Manager for cloud solutions products, including Salesforce.com, DocuSign, BMC Software • Vendor/Partner manager for 20+ complimentary solution vendors and 25+ implementation partners and system integrators • Graduated Virginia Tech in 2010 - dual degree with concentrations in Psychology and Political Science • 5+ years of experience at Carahsoft	
Skills	

• Expertise in negotiating SaaS contract vehicles and terms at State level • Knowledge of contract vehicles, BPAs, multi-year deals, multi-vendor deals • Management of enterprise size product contracts • Establish and maintain positive customer relationships through proactive communication • Maintained interactions with customers to ensure quick, accurate quotes; facilitated easy ordering process for customers
Relevant Experience
• Oversees the management and execution of 900+ individual SaaS contracts, valued at 85M+ annually • Maintain the annual recurring subscription renewal bases to ensure no customer's lapse in service • Oversees the ordering and distribution of licenses on statewide enterprise licenses agreements and various BPAs • Established vendor specific terms and conditions for 10 different statewide contracts • Assist customers in shifting buying strategy from perpetual to subscription licensing model

7.1.3 Describe in detail the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

The Contract Manager assigned to this contract will be in charge of all coordination and organization efforts between Carahsoft and NASPO ValuePoint. This includes, but is not limited to:

- contract negotiation
- roll-out plan
- amendments completion
- renewal execution
- reseller/subcontractor additions
- contract pricelist updates and upkeep
- contract compliance
- marketing coordination

TECHNICAL RESPONSE

This section should constitute the Technical response of the proposal and must contain at least the following information:

A. A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.

In response to the State of Utah request for Cloud Solution Proposals, Carahsoft has assembled a response that includes a number of Cloud Solution Offerings from within the Carahsoft Cloud framework. These offerings are all supported in part or wholly by twelve leading cloud technology providers. Each provider's technology is an integral part of Carahsoft's proposal. Within this framework, Carahsoft will orchestrate, assemble, and execute on all activities necessary to support this contract, engaging each cloud technology provider as needed in the delivery of a particular service or solution offering.

The Carahsoft Cloud framework will provide for all requirements of the State of Utah Request for Proposal to be fulfilled. Carahsoft will be able to provide Cloud Solution Offerings to the State of Utah as well as to those entities that may participate via the cooperative purchasing program. The Carahsoft Cloud proposal provides for the provision of PaaS, IaaS, and SaaS offerings that are compliant with all requirements as outlined by the State. Carahsoft will provide dedicated resources to supporting this agreement. Carahsoft will insure that adequate resources are supplied to fully support this agreement during all phases from contract launch through termination. Usage requirements and demand resources fluctuate over time and Carahsoft's Cloud offering has been constructed in a manner that provides for the ability to scale without interruption, disruption, or any other similar interruption of customer service and solution availability.

B. A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.

Offeror's should focus their proposals on the technical qualifications and capabilities described in the RFP. Offerors should not include sales brochures as part of their response.

For the purposes of Carahsoft's response to the technical requirements (section 8) of this RFP, please note that any response provided related to a specific manufacturer should be treated as a response to the following categories:

SaaS – AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
PaaS – Google, QTS, Salesforce, SAP, ServiceNow, Virtustream
IaaS – FireEye, Google, QTS, Virtustream, VMware

8.1 – Technical Requirements

8.1.1 Offeror must identify the cloud service model(s) and deployment model(s) it intends to provide to Eligible Users. See Attachment D.

CA	APM	CA APIM SaaS offering helps accelerate, secure and manage APIs. CA is responsible for development and management of application. AWS provides IaaS services to CA for management of the underlying cloud infrastructure.
	MAA	CA Mobile App Analytics stimulates collaboration between business analysts, developers, operations and support in order to accelerate mobile app delivery and improve end-user experience. This service is hosted at CenturyLink Data center and the infrastructure is managed and maintained by CA SaaS Ops and Delivery team.
	CA Agile	CA Agile Central is a SaaS offering that is generally used to document and manage work within the SDLC.
	ASM	CA App Synthetic Monitor (ASM) provides end-to-end transaction response-time visibility into cloud, mobile and Web applications. Application utilizes Rack Space IaaS services.
Google	The Cloud Service Models that we intend to provide include SaaS, PaaS, and IaaS. In our response we will describe the various options for using Google Apps under the SaaS model and the functions of Google Cloud Platform under Paas and Iaas.	
AODocs	The Cloud Service Models that we intend to provide is SaaS.	
Virtru	All Virtru services are cloud-based and accessed via browser or downloadable browser extensions and plugins.	
Salesforce	Salesforce's deployment model is a "public" cloud infrastructure, as defined by NIST 800-145	
ServiceNow	Cloud service model: Software as a Service (SaaS) Deployment model: Private Cloud	
QTS	"QTS is a leading national provider of Infrastructure as a Service (IaaS) data center solutions and fully managed cloud services and a leader in security and compliance. The company offers a complete, unique portfolio of core data center products, including custom data center (C1), colocation (C2) and cloud and managed services (C3), providing the flexibility, scale and security needed to support the rapidly evolving hybrid infrastructure demands of web and IT applications. With 12 data centers in eight states, QTS owns, operates and manages approximately 4.7 million square feet of secure, state-of-the-art data center infrastructure and supports more than 850 customers. QTS' Critical Facility Management (CFM) can provide increased efficiency and greater performance for third-party data center owners and operators. QTS offers a number of IaaS solutions.	
SAP	Ariba	Our solutions are offered and delivered in a true subscription-based model and shared service (multi-tenant) offering. There is no software to install, no hardware to buy, no maintenance or support costs and no need to hire consultants or tech specialists to run the system. We deploy and manage the infrastructure. Customers only need a web browser for access. Subscriptions include system maintenance, automatic upgrades, enhancements and application of service packs, Level 1– 3 help desk support, professional services and best practices built directly into the application.
	Fieldglass	The SAP Fieldglass application is exclusively offered in a software as a service (SaaS) model.
	Hanna	SAP HANA Enterprise Cloud (HEC) is a private managed isolated & dedicated ladnscape (single tenant) offering end-to-end cloud-based infrastructure and managed services for SAP applications powered by SAP HANA. It is a fully scalable, enterprise-ready, mission-critical, secure and high-availability cloud service.
	Hybris	The SAP Hybris Commerce, Cloud Edition offering are all single tenent hosted VM environments. Customers have their own VM's with SAP Hybris instances deployed to those VM's. The SAP Hybris Commerce, Cloud Edition currently

		has Development, Staging, Testing, and Production environment. More environments can be added as required.
	SuccessFactors	Our solutions are delivered through a private cloud using a multi-tenant architecture. We refer to this as a Controlled Cloud. It includes a contractual framework reflecting applicable data privacy regulations, implementation and maintenance in accordance with Technical and Organizational Measures (TOMS) and regular audits by an independent third party for industry compliance and transparency.
VMware	vCloud Air	IaaS – Public, Hybrid, Community
	Horizon Air Desktop & Apps	IaaS – Public
	vCloud Suite	IaaS – Private, Hybrid, Community
	Airwatch	IaaS – Private SaaS – Public
	Horizon 6	IaaS – Private
	Realize Air Complaince	SaaS – Public
	SocialCast	SaaS – Public
FireEye	All FireEye cloud offerings included in this response fit the SaaS cloud service model and private cloud deployment model.	
VirtueStream	Virtustream solution is fully NIST compliant for Essential Characteristics, as the Infrastructure as a Service (IaaS) Service Model, with all deployment options – Private Cloud, Community Cloud, Public and Hybrid Cloud.	

8.1.2 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the following characteristics, as defined in NIST Special Publication 800-145:
8.1.2.1 NIST Characteristic – On Demand Self-Service: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met.

CA	APM	N/A. This is a SaaS service and clients do not have direct access to the underlying infrastructure in order to provision computing capabilities. CA is responsible for the management and maintenance of the infrastructure and will make any necessary adjustments as part of providing this service to its clients.
	MAA	This is a SaaS offering and On-Demand service is not available, however, MAA customers are enabled to manage their accounts and carry out configuration changes required to manage mobile applications.
	CA Agile	We are a fully multi-tenant environment and do not provide the On-Demand Self-Service capability.
	ASM	This does not apply as this is a SaaS service. ASM customers are able to manage all aspects of their accounts, create sub-accounts, and make any configuration changes necessary for their monitors.
Google	SaaS, Google Apps administrators have access to an Admin Panel that allows them to perform user administration, service configurations, reporting on demand. Paas/IaaS, Google Cloud Platform is an integrated set of Compute tools, Storage Tools, Networking Tools, Big Data analytic tools, Management tools and Services APIs. A customer can use any of these services on demand via the Developer's Console.	
AODocs	SaaS, AODocs administrators have access to an Admin Panel that allows them to perform user administration, product configurations,reporting on demand.	

Virtru	All required services can be provisioned immediately when required. Users only need to install application to get single-user capability, or login to administrative dashboard for administrative features.	
Salesforce	Salesforce PaaS and SaaS solutions are delivered on-demand via the web and can be accessed with a browser and internet connection or mobile device. No additional software or infrastructure is required. Salesforce hosts the entire solution, thus freeing up customers to manage their mission, not manage an infrastructure solution. Additionally, Salesforce is browser agnostic and supports all major browsers (Firefox, Chrome, Safari, IE). No installations on users' laptops or desktops are required and thus the solution is accessible from anywhere an internet connection and supported browser are available, including mobile devices.	
ServiceNow	Customer instances are provisioned automatically after an agreement between a customer and ServiceNow is executed. ServiceNow actively monitors customer instance performance and can automatically scale its application servers out horizontally by adding them to the load balancer pools for a particular instance.	
Docusign	DocuSign's DTM® solution is ISO 27001:2013 certified and many of the ISO 27001:2013 controls are mapped to the NIST 800-53 requirements; we can provide additional information upon request.	
QTS	On-demand self-service. A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.	
SAP	Ariba	The solution provides self-service user profile management. Users profit from the intuitive, minimal-step nature of the user interface with little or no training. Changes to user profile includes workflow capability for profile changes.
	Fieldglass	All system resources are available to all customers without limitation. The system is highly configurable with most configurations being available to the customer's administrators.
	Hanna	HANA Enterprise Cloud is a private managed cloud therefore infra & services could be requested (added or decommisioned) on demand by placing change requests with SAP HEC teams. HEC roles & responsibilties document clearly articulates what is included in the monthly HEC pricing and what is available on-demand in addition to scaling up or down on the infra/compute.
	Hybris	N/A
	SuccessFactors	All self-service is in one place, including benefits and payroll if those products are in scope. Self-service is an intuitive experience. We provide the ability for employees to have configured permissions to take action in the tool such as field or data updates for personal information, benefits changes, payroll actions, completing workflow for assigned activities in the tool, etc. Self-service for both employees and managers is configurable to fit your business rules and organizational requirements.
VMware	VMware's IaaS and SaaS offerings complies with the On-Demand Self-Service characteristic, because once purchased, a user can unilaterally provision compute resources with no human interaction with VMware. The subscription includes access to two self service consoles: My VMware for account management, and the VMware vCloud Air Console which is the primary interface for access consumption and management of cloud resources purchased from VMware. (See doc for a complete list of products/ features that comply)	
FireEye	FireEye is offering 4 distinct SaaS cloud solutions each featuring self-service features specific to the unique capabilities of the offerings: 1.Email Threat Prevention (ETP) Email Provisioning	

	Once the ETP infrastructure is provisioned, customers can self-service the acceptance of up-stream mail and delivery to user mailboxes by configuring their own domain settings. No user mailbox provisioning is required as ETP will automatically check the validity of the email recipient with the downstream service. 2.Mobile Threat Prevention (MTP) User Provisioning Once the MTP infrastructure is provisioned, customers can self-service the creation of service users by integrating with an LDAP service or manually adding the users via the user interface. Device Provisioning Once the MTP infrastructure is provisioned, customers can self-service the creation of managed devices by instructing users to install the FireEye MTP Application on their mobile device and having a valid user account provisioned. 3.Threat Analytics Platform (TAP) User Provisioning Once the TAP infrastructure is provisioned, customers can create and assign role-based access control to user accounts. The enrollment process includes the ability to create two-factor authentication for newly provisioned users. Data Sources Once the TAP infrastructure is provisioned, customers can configure new data sources to feed the TAP instance without the assistance of FireEye. The TAP communications broker accepts data feeds in the following formats: syslog, flat files, TCP/UDP streams, and JDBC connections. 4.FireEye as a Service with Continuous Vigilance (FaaS CV) User Provisioning Once the FaaS infrastructure is provisioned, customers can create and assign role-based access control to user accounts via the on premise FireEye sensors.
VirtueStream	Virtustream IaaS provides a self-service portal called xStream, where users can access, view, edit, provision, and modify compute, storage, network and application services based on granular Role Based Access Control, which can be integrated with Active Directory or LDAP. Virtustream portal that enables the user to provision VMs, order services through a catalog, add storage, upload service templates, and run various reports all through the same portal.

8.1.2.2 NIST Characteristic – Broad Network Access: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how network access is provided.

CA	APM	The APIM service is accessed via HTTPS on a supported browser with no requirements for a workstation client install ; mobile friendly and optimized for use with iOS and Android tablets
	MAA	Upon native authentication, MAA dashboard is accessible by any host over public internet. Also, mobile devices connect to the service using REST API.
	CA Agile	All access to the application is through a browser.
	ASM	The ASM dashboard and API are accessible from any host connected to the public Internet. The API and dashboard require authentication, and each account is only accessible by the account owner (customer).
Google	SaaS, Google Apps is device, platform and network agnostic. As a pure play cloud-based solution the services can be accessed via any modern browser from any network access point. Customers that have requirements to limit access to trusted devices or trusted access points have access to Device Management tools via the Admin Panel at no additional cost. PaaS/IaaS, Google Cloud Platform management services can be accessed via any modern browser from any network access point. End-users can accesses services through one or more	

	appropriate tools (browser, CLI, APIs, etc.). Administrators can also monitor and manage services through a mobile app.
AODocs	SaaS, AODocs is service, platform and network agnostic. As a pure play cloud-based solution the services can be accessed via any modern browser from any network access point.
Virtru	All Virtru services are available on the publically available internet.
Salesforce	Salesforce PaaS and SaaS solutions are delivered on-demand via the web and can be accessed with a browser and internet connection or mobile device. No additional software or infrastructure is required. Salesforce hosts the entire solution, thus freeing up customers to manage their mission, not manage an infrastructure solution. Additionally, Salesforce is browser agnostic and supports all major browsers (Firefox, Chrome, Safari, IE). No installations on users' laptops or desktops are required and thus the solution is accessible from anywhere an internet connection and supported browser are available, including mobile devices.
ServiceNow	ServiceNow's physical architecture is deployed into ServiceNow's managed dedicated colocation cage space. Multiple diverse Internet connections terminate within the dedicated cage space providing redundant access from the Internet to the ServiceNow environment. All users, administrators and developers connect to the ServiceNow private cloud over HTTPS, leveraging TLS, for communication to and from a ServiceNow instance with all normal interactions via a web browser. There is no requirement to install any client software on any desktop, laptop, tablet, or smart phone used to access a ServiceNow instance.
Docusign	Please see above.
QTS	Broad network access. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations). QTS recognizes that the connectivity challenges of today are largely driven by consolidation, virtualization and adaptive architectures. Our agile connectivity solutions provide you with both unification across your communication infrastructure and with built-in network scale, reliability, and high-performance. QTS metroConnect is a fast, reliable, high bandwidth connection to hundreds of network and service providers inside the local Carrier Hotel. With access to the numerous networks at the carrier hotel, QTS delivers the interconnection necessary to support your connectivity, business continuity and application collaboration needs. metroConnect offers redundancy and diversity options that ensure your content is always available. •High availability •Backed by a 99.999% SLA •24x7x365 monitoring and management •Carrier-neutral model •Convenient access to an array of Carriers and Internet providers •Dedicated, secure, and highly resilient connectivity with speeds of 100Mbps, 1Gbps or 10Gbps* •Supports all connectivity redundancy, business continuity, and collaborative application needs QTS data centerConnect Service Data centerConnect is a secure, scalable, cost-effective way to connect your primary and secondary sites between two or more client environments located in different QTS data centers providing a reliable interconnection option for any size business. QTS data centerConnect enables data replication and recovery through its resilient and redundant network. This ensures your business operates successfully with seamless, day-to-day transactions over a high-performance, low latency connection that supports business continuity, data replication and other IT business application needs. With QTS data centerConnect you get: •High Availability – Resilient network architecture provides high availability and reliability

	•Dedicated and Secure – Dedicated bandwidth with secure MPLS encapsulation •Scalable Bandwidth – Easily scale your bandwidth (from 10Mb up to 1Gb) •Flexible Network Configurations – Supports multiple network topologies •Cost-effective, Bundled Solution – All inclusive, bundled offer •Fully Managed, End-to-End – End-to-end, proactive monitoring and management, 24x7x365 QTS internetConnect Service internetConnect provides a multi-homed, high performance, dual access, multi-carrier network that meets all your Internet service needs. We ensure maximum uptime, guaranteed availability, and various bandwidth speeds through our flexible, high performance, carrier-neutral offer. For enterprises and government agencies conducting business over the Internet, QTS internetConnect Service provides a highly reliable, secure connectivity solution for production environments. •Direct access to multiple ISP backbones gives unmatched reliability and guarantees maximum uptime ◦Dual connections with direct access to multiple ISP backbones ◦Diverse, redundant paths to multiple backbone providers ◦Dual paths, with diverse entry points into the QTS Data Center •Anti-DDoS Mitigation Services provide an additional level of protection and security •Dedicated with burstable bandwidth options provides resiliency and flexibility •Backed by an industry leading 100% SLA •Optional service plans to meet your needs QTS ethernetConnect Service You need to be able to connect your employees and customers to your applications and to the outside world. Whether hybrid cloud, disaster recovery/disaster recovery as a service, data replication, data migration or other applications, you need the ability to seamlessly and conveniently connect your business together and to the outside world as if there is no distance between you. QTS ethernetConnect offers a variety of connectivity options. You can centralize your services with a single provider. And since QTS can handle everything from ordering to billing you have a single provider for a complete solution – “One Stop Shopping”. QTS understands your needs and will tailor your end-to-end solution for your business. •High Bandwidth – Speeds are available in select increments of 100Mb to 10Gb •Data Privacy – Data is separated from IP traffic as it traverses the carrier backbone •High Performance Options – Solutions can be developed to fit your specific performance or reliability requirements •Consistency – Ethernet circuits travel over a single carrier’s infrastructure and data follows a consistent path.
SAP	Ariba	Ariba uses Cisco Routers and Catalysts (high-speed switches) for ensuring maximum network connection performance. They deliver enterprise-class versatility, integration, and power to Ariba. Together, these routers provide the required support for Internet/intranet access with firewall security.
	Fieldglass	Customers are only required to use a standard web browser with default settings to access and use the Fieldglass solution.
	Hanna	Cloud Capabilities are available over the network (via secure MPLS or VPN network connectivity) and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms such as mobile phones, laptops. HEC is an extension of customers existing netwerk and uses customes IP range and /24 range.
	Hybris	All capabilities of SAP Hybris are available over the network. Furthermore, they are accessible by standard mechanism including heterogenous thin or

		thick client platforms through either standard web technologies or through the hybris OCC REST web service API's.
	SuccessFactors	Our solution was designed from the outset for high availability. We provide a system availability SLA of 99.5%. Every component (hardware and software) is completely redundant. There is a redundant piece of equipment or software for every hardware or software component for every layer of the infrastructure stack (server, software and network). We load balance at every tier in the infrastructure, from the network to the database servers. F5 load balancers are used to route traffic to an available web server to process the request. Application server clusters are enabled so that servers can fail without interrupting the user experience. We maintain an N+1 approach for all equipment in the hosted cloud environment, so that there is never a single point of failure. All customer database backups are encrypted and streamed in a secure manner from the customer's "primary" data center to their "alternate" data center, allowing for a timely restoration of service in the event of disaster. Based on the terms of the agreement, we will designate one of the data centers as the customer's "primary" data center, with an additional data center designated as the "alternate" for data redundancy and disaster recovery purposes. Load balancers will automatically detect a software or hardware error and take the servers out of service if needed without interrupting the user experience or application. They also allow capacity addition or reduction without interrupting service. All of the JBOSS application servers are clustered. Each is designated as a primary and a secondary, so any application server can fail without any loss of service or interruption of the application or user experience. The database servers are also clustered using a Veritas high availability cluster. The Veritas suite will detect any hardware or software errors in the database machines and automatically fail them over to a standby server
VMware	VMware's IaaS offerings complies with the Broad Network Access characteristic. All fo these products' capabilities are available over the public internet and can be used by heterogeneous thin or thick client platforms. Consumers only need internet access to access these resources. Additional capabilities exist including the ability to secure communications over the public internet including IPSEC VPN, SSL Client VPN, and the ability to consume via WAN connectivity. VMware's SaaS offering AirWatch can be accessed over the internet or private network through standard mechanisms.	
FireEye	All FireEye cloud offerings included in this response meet the definition of broad network access. Each of the solutions performs its designed functionality over standard internet-facing services and is accessible via a web browser from any internet connected device when valid credentials are provided.	
VirtueStream	Virtustream IaaS provides Broad Network Access, where it can provide landing zone for any private network (Point-to-Point, Virtual Private Label Switching, Multi-Protocol Label Switching, or Direct Connect), public network (Internet, Trusted Internet Connectivity as landing zone, IPSEC VPN and SSL VPN) and also extranet connectivity (shared network, i.e, Cloud Connect, Cloud Exchange, etc.) which is growing rapidly as option for connecting cloud resources.	

8.1.2.3 NIST Characteristic - Resource Pooling: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.

Carahsoft's multiple Cloud Service Provider's solution provides for Resource Pooling, as defined by NIST, in a variety of methods. Each method optimizes the cloud subscriber's experience while optimizing the availability of compute, network, and data resources. Each service provider provides Resource Pooling, see below for details.

CA	APM	CA API Management SaaS (SaaS APIM) has been built from the ground up to be a multi-tenanted, SaaS-based offering that leverages Amazon's infrastructure to scale appropriately; utilize a continuous integration model to provide for frequent updates; and fail over across multiple availability zones.
	MAA	MAA core service utilizes dedicated infrastructure layered with virtualization capabilities. It doesn't share computing resources with other services. Tenants are segregated using application containerization capabilities.
	CA Agile	We monitor all system resources and have alerting mechanisms when resource constraints have reached a defined threshold. We can easily scale our systems to accommodate any additional capacity. If we determine a single user is using a significant amount of resources we will proactively reach out to them to understand what they are trying to accomplish and help them to formulate more performant queries.
	ASM	All ASM core servers are dedicated physical servers. ASM Public Status Pages are served from dedicated web servers (used only by CA ASM) in the Amazon Cloud, on shared tenancy virtualization. Amazon Cloud virtual machines used by ASM are managed by and provisioned by CA ASM systems administrators.
Google	SaaS, Google's global infrastructure is a shared pool of resources that dynamically serve each end user with a primary data center access point that may rotate throughout the session without the end user being aware while at the same time replicating any data across at least two additional geographically dispersed data centers which also may rotate through the session. PaaS/IaaS, Google Cloud Platform also operates across the global Google infrastruture. The elements of this service can be defined within the Developer's console to run within a higher level of abstraction which covers four regions; Central US, Eastern US, Western Europe, East Asia where each region has three or four zones.	
AODocs	AODocs infrastructure is hosted in Google App Engine and data of our customers on Google Drive. This protection is insured by Google.	
Virtru	Virtru Services are offered in a fully multi-tenant mode if the customer requests.	
Salesforce	Salesforce is a multitenant cloud-based subscription service. Multi-tenant cloud solutions provide a single, shared infrastructure, one code base, one platform that is all centrally managed, with platform-based API to support all integration traffic, and multiple release upgrades included as part of the subscription service. Multi-tenancy and the Cloud Computing model remove unneeded tasks from the process of delivering, managing, and integrating software. Salesforce customers will not need to maintain any hardware or software. Without multiple versions to support, integrations don't break during updates; they are simply updated automatically. As a result, both the initial integration and its continued maintenance are simplified. More resources can be focused on creating a better product, with a faster cycle of innovation, instead of having to manage the complexity of many different versions to support a vast installed base. Salesforce's position as an online service enables us to roll out all levels of improvement, from patch releases to major upgrades that are largely transparent to the end users. When a bug is fixed and tested, it is rolled out to the application as part of regular maintenance; the nature of the service prevents special patches and code branches for individual customers, so all fixes can potentially benefit all customers.	
ServiceNow	The ServiceNow environment is a private cloud, fully owned and operated by ServiceNow, which supports a logically single tenant architecture. Customer data is isolated from other customer data	

	by leveraging an enterprise-grade cloud architecture and a dedicated database and application set per instance. This gives ServiceNow customers cost reduction through shared infrastructure, while having the security benefits of customer-specific isolation at the application and data layers. In addition to the security features that come standard within the platform and each customer instance, customers can leverage the additional security features within ServiceNow to augment the security configuration of their instances based on their own needs and risk profile. Customers share a hardware platform (no virtualization), but access entirely separate individual instances of the ServiceNow platform.	
Docusign		
QTS	Resource pooling. The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.	
SAP	Ariba	Ariba recognizes that customers need the highest-possible availability and reliability. To that end, Ariba infrastructure is scalable and redundant at all tiers. To provide high availability and reliability, Ariba has extensive error handling and fail-over capabilities. In order to ensure the highest availability, Ariba uses such best practices as frequent systems backup and maintenance, redundant systems, proactive customer notification of unplanned down-time and international support coverage.
	Fieldglass	Fieldglass is offered in a SaaS model. All customers access the same Fieldglass application version in a multi-tenancy database. The system is hosted in a secure hosting facility. All system resources are available to all customers without limitation.
	Hanna	SAP HEC does not pool resources for critical business systems as it's a managed private cloud, which is dedicated to one particular customer. However, network routers, availability reporting & monitoring could be shared. Details can be provided during HEC technical assessment workshop.
	Hybris	All computing resources of the data centers are pooled to serve multiple customers. Each customer gets their own separate VM's and their own instances of hybris deployed to those VM's.
	SuccessFactors	Load Balancing & Server Clustering – We load balance at every tier in the infrastructure, from the network to the database servers. Application server clusters are enabled so that servers can fail without interrupting the user experience. Database servers are clustered for failover. We maintain an N+1 approach for all equipment in its hosted environment, so that there is never a single point of failure. Complete Redundancy - Every infrastructure component is redundant. There are at least two of each hardware component that processes the flow and storage of data. Backup & Restore - the Data center runs full data backups weekly and incremental data backups nightly.
VMware	All VMware's IaaS products comply with the Resource Pooling characteristic (except for the Hybrid Cloud Manager which is Not Applicable). vCloud Air provides a pool of vCPU, vRAM, Network and storage on the shared physical infrastructure. vCloud Air provides the required location independence and requires that the customer directly specify location of the datacenter that will host their cloud at time of instantiation. Note VMware's SaaS is also Not Applicable.	
FireEye	The FireEye cloud infrastructures consists of web and application servers, operating systems, and databases in a hosted environment and are comprised of both physical and virtual devices.	

	Computing power and resources are load-balanced across infrastructure and replicated to redundant datacenters in the event of a disaster. Client-specific data stored in databases are logically separated from other clients' data providing segmentation and isolation.
VirtueStream	Key to Virtustream solution is its proprietary and patented solution of uVM technology, which is effectively a granular solution for resource pooling, providing application performance, pay for consumption only and segregate resources for security and compliance, but aggregate for cost efficiency. In addition, Virtustream is currently one of very few Cloud Service Provider with capabilities for Geo-Fencing and Geo-Tagging of the virtual machines to a specific data center, and getting down to cluster and host machine level. The resources are pooled based on two specific criteria: •ONLY Accessible Using Private Network – We call this pool "Enterprise" which most of Virtustream's IaaS workload is residing. There is no direct access from Internet into this pool. This is protected via a pair of routing and firewall from any other zones.

8.1.2.4 NIST Characteristic - Rapid Elasticity: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.

CA	APM	CA API Management SaaS (SaaS APIM) has been built from the ground up to be a multi-tenanted, SaaS-based offering that leverages Amazon's infrastructure to scale appropriately; utilize a continuous integration model to provide for frequent updates; and fail over across multiple availability zones.
	MAA	The pool of web and application servers can be grown or shrunk when necessary. Any changes to the size of the pool remains transparent to end-users and customers, and would only be done by CA MAA systems administrators.
	CA Agile	This is a SaaS service, therefore, CA monitors all system resources and have alerting mechanisms when resource constraints have reached a defined threshold. Data storage and network capacity are monitored and scaled to meet current client demands. Compute resources are scaled to meet client processing requirements
	ASM	All ASM core servers are dedicated physical servers; there is no elasticity. The ASM Public Status Pages are served from web servers in the Amazon Cloud, and the pool of web servers can be grown or shrunk if necessary. Any changes to the size of the pool would be transparent to end-users and customers, and would only be done by CA ASM systems administrators. Since this is a SaaS environment the CA SaaS Operations and delivery along with RackSpace are responsible for management of the capacity and monitoring.
Google	Saas, Google Apps can scale from 1 user to tens of thousand users. The usage of the services included are designed to horizontal scale within the confines of the per user storage allocation. Google Apps can be purchased with a 30gb per user allocation or with unlimited storage. Paas/IaaS, Google Cloud Platform was designed to scale on demand both in terms of available resources for applications designed and running on Google App Engine but also Compute Engine resources and more.	
AODocs	AODocs can scale from one user to tens of thousand users. The storage is based on the Google Apps storage which could be from 30Gb to unlimited storage depending on the Google Apps subscription.	
Virtru	Presently we over-provision services by 2.5x peak traffic in order to handle spikes. We are in the process of implementing horizontal scaling of all services and expect to have that work completed in the second half of 2016.	
Salesforce	User AuthenticationLogon is form-based. When users log into the Salesforce application, they submit a username and password, which are sent to Salesforce via an TLS-encrypted session.	

	Security features are developed by Salesforce and built into the application. Third-party packages are not used for development or implementation of security internal to the application. In addition, single sign-on and two-factor authentication may be used to authenticate users. Some organizations prefer to use an existing single sign-on capability to simplify and standardize their user authentication. You have two options to implement single sign-on—federated authentication using Security Assertion Markup Language (SAML) or delegated authentication. Federated authentication using Security Assertion Markup Language (SAML) allows you to send authentication and authorization data between affiliated but unrelated Web services. This enables you to sign-on to Salesforce from a client application. Federated authentication using SAML is enabled by default for your organization. Delegated authentication single sign-on enables you to integrate Salesforce with an authentication method that you choose. This enables you to integrate authentication with your LDAP (Lightweight Directory Access Protocol) server, or perform single sign-on by authenticating using a token instead of a password. You manage delegated authentication at the profile level, allowing some users to use delegated authentication, while other users continue to use their Salesforce-managed password. Delegated authentication is set by profile, not organization wide. You must request that this feature be enabled by Salesforce. Salesforce can be configured to utilize Active Directory directly via Delegated Authentication, or indirectly via Federated Identity using either SAML 1.1, or SAML 2.0. Additionally your users can be loaded from information drawn from your Active Directory servers and modifications made in Active Directory can be propagated into Salesforce. Customers can use their own SAML Identity Provider, or license one directly from Salesforce with our Identity Connect product.User ProvisioningUser provisioning and management is performed through the Salesforce Administrative Setup environment and is performed by Salesforce customers. Users, their profiles, permissions and passwords may be managed, edited, activated and deactivated as needed by those with appropriate permissions. An administrator (appointed by the customer and not by Salesforce) with appropriate privileges can manage session timeout, password policies, IP range login restrictions, delegated authentication/SSO, and requirements as part of this process. On first time login or password reset request, users are required to change their passwords to gain access. Salesforce also offers delegated authentication, enabling customers to provision and deactivate users from an external directory service.User Access ProfilesSalesforce enables administrators to manage roles and relationships between roles from within the application, in a single easy to read page depicting the role hierarchy. All users and application-level security are defined and maintained by the organization administrator and not by Salesforce. The organization administrator is appointed by CSBS. An organization's sharing model sets the default access that users have to each other's data. There are four sharing models: Private, Public Read Only, Public Read/Write, and Public Read/Write/Transfer. There are also several sharing model elements: Profiles, Roles, Hierarchy, Record Types, Page Layouts, and Field Level security. Details about sharing models and sharing model elements are provided below: Private Only the record owner, and users above that role in the hierarchy, can view, edit, and report on those records.

	Public Read Only All users can view and report on records but not edit them. Only the owner, and users above that role in the hierarchy, can edit those records. Public Read/Write All users can view, edit, and report on all records. Public Read/Write/Transfer All users can view, edit, transfer, and report on all records. Only available for cases or leads. Profiles A profile contains the settings and permissions that control what users with that profile can do within Salesforce. Profiles control: Standard and custom apps the user can view (depending on user license) Service providers the user can access Tabs the user can view (depending on user license and other factors, such as access to Salesforce CRM Content) Administrative and general permissions the user has for managing the organization and apps within it Object permissions the user is granted to create, read, edit, and delete records Page layouts a user sees Field-level security access that the user has to view and edit specific fields Record types are available to the user Desktop clients users can access and related options Hours during which and IP addresses from which the user can log in Apex classes a user can execute Visualforce pages a user can access User Roles Every user must be assigned to a role, or their data will not display in opportunity reports, forecast rollups, and other displays based on roles. All users that require visibility to the entire organization should be assigned the highest level in the hierarchy. It is not necessary to create individual roles for each title at the company, rather a hierarchy of roles should be defined to control access of information entered by users in lower level roles. When a user's role is changed, any relevant sharing rules are reevaluated to add or remove access as necessary. Record Types If the customer's organization uses record types, edit the record type to modify which pick list values are visible for the record type. A default pick list values can be set based upon the record type for various divisions. Field Level Security Field-level security settings let administrators restrict user's access to view and edit specific fields on detail and edit pages and in related lists, list views, reports, Offline Edition, search results, email and mail merge templates, Custom Links, and when synchronizing data.

	The fields that users see in detail and edit pages are a combination of page layouts and field-level security settings. The most restrictive field access settings of the two always apply. For example, if a field is required in the page layout and read-only in the field-level security settings, the field-level security overrides the page layout and the field will be read-only for the user.	
ServiceNow	ServiceNow is a multi-instance architecture that gives every customer its own unique database, which means that it is impossible for your data to be commingled with any other customer. The multi-instance architecture is not built on large centralized database software and infrastructure. Instead, we deploy instances on a per-customer basis, allowing the multi-instance cloud to scale horizontally and infinitely. For our multi-instance cloud, we deploy separate application logic (Apache Tomcat Java Virtual Machines) and database processes (MySQL) for every customer. This allows ServiceNow to scale its application servers out horizontally by adding them to the load balancer pools for a particular instance.	
QTS	Rapid elasticity. Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly out ward and in ward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time. Delivering scalable, secure, high-performing, virtual data centers for government applications QTS is committed to not only giving your cloud the most secure home, but also the ability to utilize best-of-breed technologies. Flexible, high-performing, future proof infrastructure: Built upon the VMware vCloud® Suite, you'll benefit from reliable, high-performing infrastructure using a platform that includes VMware, EMC and Cisco. This compatible solution easily integrates with private VMware environments and provides a pathway to a hybrid cloud.Our scalability increases agility, efficiency and productivity: Your technologists can focus more time on your business and customers, and less time on your infrastructure. Rapid provisioning and improvements in utilization enhances your speed to market, delivers applications faster, and gets projects out the door. Virtually unlimited bandwidth and communications diversity QTS operates carrier-neutral data center facilities. This means that customers can select their communications service providers from hundreds of carriers, Internet Service Providers, dark fiber and satellite companies to meet their transport requirements. Selecting a provider from such a broad list of options gives customers exceptional route diversity and pricing options, as well as different Service Level Agreements and installation schedules. Customers who need very high amounts of bandwidth to conduct their business efficiently will never have to worry about running out of capacity at a QTS facility. Similarly, customers who require exceedingly high communications security have the benefits of selecting from physically diverse routes between their ends points and dark fiber that is not shared with any other users. In short, there are virtually no limitations to the type, amount, or security of communications available at each QTS data center facility.	
SAP	Ariba	There are no scalability limits with our products. We can scale accordingly to fit any data amount or user volume scenario.
	Fieldglass	The hosted Fieldglass solution can be horizontally and vertically scaled very quickly as the web server farm is fully virtualized. Only the SQL server is bare metal by design.
	Hanna	SAP HEC can be rapidly scaled to provision infrastructure & services on demand per customer requests.
	SuccessFactors	Our solution was designed and developed, from the outset, to be a highly scalable application. We also use the concept of "PODS," from a hardware perspective. A POD is a fault tolerant cluster of application & DB servers

		designed, as a scalable unit, to provide core processing and data storage services for fixed increment of customers. Attributes include: A POD is designed to support millions of subscribers. Our current 2nd Generation POD is scaled to 5M+ Multi-Vendor High Performance Blade Servers with 40GBps backplane fabric interconnects Multiple redundant Application Engines Clustering for availability and performance Hardware load balancers to route each new incoming session to the most available web and application processor Designed to support a high rate of concurrent connections while maintaining sufficient redundant capacity to meet SLA requirements New production PODs undergo a verification process before being brought into service Excess capacity PODs are always available on standby (scalability-on-demand) We will increase capacity if data center utilization surpasses the 70% threshold
VMware	All vCloud Air offerings partially comply with Rapid Elasticity. vCloud Air can be purchased as a pool of vCPU, vRAM, Network and Storage on shared or dedicated physical infrastructures that can be elastically provisioned and released. VMware's vCloud Air On Demand is fully compliant because capabilities can be elastically provisioned and released. VMware's SaaS Products i.e. AirWatch, does comply but the NIST requirement is not relevant to SaaS offerings. Note the vCloud Air Hybrid Cloud Manager is not Applicable.	
FireEye	FireEye cloud environments are continuously monitored by cloud service operations (CSO) personnel to help ensure secure operation and available of the system. Capacity is actively monitored and pro-active upscaling is conducted to ensure resources are always available to end-users. Procedures are in-place for rapidly adding resources in the event the infrastructure approaches capacity.	
VirtueStream	Virtustream's self-service portal, ticketing system and also the Technical Account Manager, who is the single point of contact for State of Utah allows for provisioning and deprovisioning of resources and services. In addition, Virtustream is uniquely positioned to provide application level provisioning as part of its standard automation and orchestration tool. Resources can be scaled based on application size, memory, storage, network requirements. xStream utilizes a supply chain to define resource profiles, attributes and offerings than can be provisioned.	

8.1.2.5 NIST Characteristic - Measured Service: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.

CA	APM	Continuous monitoring of all service components (infrastructure and application) is deployed to proactively identify any component or service trending towards failure or approaching capacity. This portion is handled for the underlying cloud infrastructure by AWS with active participation by CA including escalations of issues.
	MAA	CA MAA systems administrators track the resource consumption of each virtual machine in use. ITIL flows are utilized to ensure service delivery. MAA customers do not need this information in order to use the service, nor do they have access to view it.

	CA Agile	Continuous monitoring of all service components (infrastructure and application) is deployed to proactively identify any component or service trending towards failure or approaching capacity CA's best-of-breed monitoring solutions are deployed and supplemented with vendor specific diagnostic tools where appropriate 24x7 staffed network operation center (NOC) to analyze and respond to automated monitoring alerts
	ASM	CA ASM systems administrators track the resource consumption of each virtual machine in the cloud. Since this is a SaaS service, ASM customers do not need this information in order to use the service, nor do they have access to view it.
Google	Saas, Google Apps is already optimized for unlimited use by all end users. Google ensures high availability, low latency and fault tolerance as a part of the contracted services. No metering or rate limiting would be required as Google does not charge based on bandwidth use. Paas/IaaS, Google Cloud Platform includes application development tools, Google App Engine, compute resources, Compute Engine and Container Engine, data storage solutions and networking solutions. The pricing model is based on actual usage and that usage can be monitored with Google's Cloud Monitoring Service which also includes options to autoscale a project.	
AODocs	AODocs is already optimized for unlimited use by all end users. AODocs ensures high availability, low latency and fault tolerance as a part of the contracted services. No metering or rate limiting would be required as AODocs does not charge based on bandwidth use.	
Virtru	All services in our system monitored for availability, stabiity, security, and intrusion using a combination of tools, such as Dtrace, LogTrail, CloudWatch, DataDog, ElasticSearch and AlienVault.	
Salesforce	Subscription-based Service The Salesforce PaaS and SaaS offerings are subscription based and in a per user/month or user/year format billed annually with some of our products offered as total logins per month or by defined number of members billed annually. Bandwidth Salesforce is designed to use as little bandwidth as possible so that the site performs adequately over high-speed, dial-up, and wireless Internet connections. While average page size is on the order of 90KB, Salesforce uses compression as defined in the HTTP 1.1 standard to compress the HTML content before it is transmitted as data across the Internet to a user's computer. The compression often reduces the amount of transmitted data to as little as 10KB per page viewed due to the lack of image content. The site was designed with minimum bandwidth requirements in mind, hence are extensive use of color coding instead of images. Our average user also is known to view roughly 120 pages from our site per day. Our application is stateless; therefore, there are no communication requirements in the background once the page loads, like traditional client server applications, e.g., Outlook. Therefore, once the page loads, there are no additional bandwidth requirements until a user queries or writes information to Salesforce. System Overview In addition to our Trust site (http://trust.salesforce.com/trust/status), you will also have access to a System Overview, which will help Salesforce customers monitor performance and usage of their own Salesforce org. This overview includes: Schema - # and % of custom objects and data storage Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used Licenses API Usage - # and % of requests in the last 24 hours User Interface - # and % of custom apps, sites, flows, custom tabs and pages	

	Portal The above list is of all the possible metrics that Salesforce customers may have in their system overview.	
ServiceNow	ServiceNow is a subscription service measured by number of user accounts or number of managed nodes. ServiceNow has a documented capacity-planning model, which is used to determine sizing requirements and scaling options. The need to address capacity and horizontal system scaling is in the background, transparent to our customers.	
Docusign		
QTS	Measured service. Cloud systems automatically control and optimize resource use by leveraging a metering capability 1 at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.	
SAP	Ariba	We have an Internal Tools Development Team which has established active monitoring systems with alerting and automated escalation. This includes log monitoring from the backend of the systems and this is tied to established internal processes related to security incident management. The environment, policies, tickets and reports are reviewed under ISAE 3402 assurance audit every six months.
	Fieldglass	Fieldglass utilizes various methods to ensure the system is available and is operating as expected. • Our network performance monitor ensures that all servers and devices are available and performing as expected. • All devices and servers on our network log into our enterprise SIEM tool. All activity is monitored by the Fieldglass security team to ensure activity does not vary from our known baseline. • An Active Performance Monitor has been built into the Fieldglass system. This monitor logs all system activity and enables Fieldglass engineers to drill into data such as concurrent user count, thread count, memory, CPU, SQL duration, server duration, client duration, page hits, etc. This data can be drilled into by day, hour, minute, server, and user. • Customer SLAs are tracked and communicated on a monthly basis. For 2015 we have a 99.4% success rate in meeting all customer page response time SLAs.
	Hanna	SAP HEC services are measured via SAP solution manager and reports are shared with the customer on a monthly basis as well as via self-service reports. SAP HEC operations team monitors the customer landscape and any disruption is addressed after reaching out to the customer and associated approval.
	SuccessFactors	Our hosting sites are designed to accommodate customers desiring a high level of managed service performance. In order to achieve such a level of performance, proactive monitoring is available through a variety of on-line tools that are implemented and managed by Cloud Operations. At a customer management level, the Cloud Operations monitors a series of “key metrics” that measure the results of various processes involved in supporting the business operations and service reliability. These metrics include reports of transaction volumes, latency, system availability, capacity, change management, and help incident response times as compared with established service level goals and standards. To facilitate required system performance, we monitor and tune the use of resources, and makes projections of future capacity requirements. We employ

		a variety of services to monitor and enhance application performance. The network makes extensive use of high availability architecture, and is monitored on a 24x7 basis at multiple levels. We utilize real time web applications performance monitoring software to do the following: Sample web traffic in real time via performance analysis software Track web application errors, (e.g. http 4xx-5xx errors) Monitor end-to-end user performance trends Detailed session analysis for session troubleshooting This data is reviewed on a daily and weekly basis by Operations Support, and is further supported with automated alerts. We proactively gather performance statistics, set triggers to alert on capacity thresholds, and regularly review utilization trends for capacity planning.
VMware	VMware's provides automatic monitoring and metering services to their IaaS and SaaS offerings. Note the vCloud Hybrid Manager is not applicable as it is not metered, because it is for management.	
FireEye	FireEye cloud environments are continuously monitored by cloud service operations (CSO) personnel to help ensure secure operation and availability of the system. An internal monitoring system operates 24 hours per day to assess system availability and performance. The system is configured to send email alert notifications to FireEye operations personnel on a real-time basis communicating potential issues with the production systems.	
VirtueStream	The fundamental of Virtustream solution is based on uVM Technology, which is very unique in terms of billing. Virtustream solution takes average consumption of compute resources, and State of Utah would only pay for actual resources based on a monthly average. This is in comparison with traditional cloud solution, where the billing is based on allocation of resources in T-Shirt size (Micro, S, M, L, XL, XXL), and if the server is up, consumer of the cloud pays, but when it is down, they don't. In case of the Virtustream solution, customer only pays based on the average of vCPU, RAM, IOPS and Network I/O; the key is average, not aggregate and based on consumption not allocation. In addition, all storage, security, application management services are offered as a monthly fee, based on the VMs; also, Virtustream can provide consultative and project support based on time and materials. The µVM brings significant benefits: enabling application level performance SLAs – which an average VM cannot. µVMs eliminate wasted headroom in fixed size VMs, generating significant efficiency improvements (up to 40% beyond traditional virtualization) and Virtustream only charges by the µVM so you only pay for the resources you actually consume not what you might need. Using µVMs also enables applications to be used across multiple hypervisors, across multiple clouds and between different locations – enabling true hybrid clouds. µVM technology allows Virtustream to offer enterprise class clouds capable of running both mission-critical enterprise applications and web-scale applications, delivering the full benefits of cloud to the enterprise.	

8.1.3 Offeror must identify for each Solution the subcategories that it offers for each service model. For example if an Offeror provides a SaaS offering then it should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

CA	APM	In addition to the APIM SaaS offering CA Technologies also offers educational services and consultancy services. CA provides education and training services to its clients.
	MAA	CA MAA helps app developers visualize, investigate, manage, and support user interactions with their mobile apps. It provides deep insights into the performance, user experience, crash, and log analytics of mobile apps. CA MAA is aimed to help

		enterprises understand the experience of mobile app users across the DevOps application lifecycle. Enterprises can accelerate the delivery of user-experience-focused mobile applications and can achieve faster time to market by continuous application delivery while ensuring robust security.
	CA Agile	We provide a SaaS offering that is generally used to document and manage work within the SDLC. In addition to the CA Agile offering CA Technologies also offers educational services and consultancy services
	ASM	CA ASM is a SaaS offering that provides customers with the ability to monitor the availability, health, and performance of network services (web sites, email servers, etc.).
Google	Education SaaS offering - Google Apps for Education Messaging SaaS offering - Google Apps for Work, Google Apps Unlimited Collaboration SaaS offering - Google Apps Unlimited Identity Management SaaS offering - Google Apps SSO eDiscovery/Archving SaaS offering - Google Apps Vault Application Development PaaS - Storage IaaS offering -	
AODocs	AODocs Team Folders AODocs Document Management AODocs Retention Application AODocs Email Connector	
Virtru	SaaS email encryption and SaaS file encryption.	
Salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Over 150,000 Salesforce customers across nearly every industry have successfully transformed their operations including over 1000 government agencies, representing all federal cabinet level agencies and the majority of the United States. Customer examples include: State of Texas, State of Colorado, State of California, GSA, USDA, USAID, and others. Salesforce was named one of the World's Most Innovative Companies by Forbes for the last five years in a row. Salesforce is #1 in Enterprise Cloud Computing and #1 in CRM according to IDC. Salesforce ranks as the Leader in the Gartner Magic Quadrant for "CRM Customer Engagement Centers" (SaaS), "Sales Force Automation" (SaaS), and "Enterprise Platform as a Service" (PaaS). Government agencies are using Salesforce PaaS and SaaS solutions for a multitude of government functions including grants management, constituent communications and correspondence management, incident and case management, call/contact center management, outreach programs, learning management, volunteer management, project management, and even donor management, among numerous others.	
ServiceNow	SaaS Offerings: •Cloud and Infrastructure Management Tools •Customer Relationship Management •Project and Portfolio Management (PPM) Tools •Security •Workflow and Electronic Signature •Proposed new category: Information Technology Service Management Tools	

QTS	QTS has built some of the world's largest, most robust, and redundant data centers. The company's innovative 3C product set of custom data center, colocation, and cloud and managed services provides a fully integrated platform and a flexible, scalable level of service that is difficult to match. Our service categories include: IaaS Custom Data Center IaaS Enterprise Cloud IaaS Managed Cloud IaaS vCGS Cloud IaaS Federal Solutions IaaS Healthcare Solutions IaaS Financial Service Solutions Colocation Connectivity Critical Facilities Management Hybrid IT Solutions Disaster Recovery as a Service (DRaaS) Managed Services: Managed Hosting, Managed Network, Managed Systems, Managed Security, Managed Storage & Backup, Managed Disaster Recovery, Data Security	
SAP	Ariba	We provide solutions that allow enterprises to efficiently manage the purchasing of non-payroll goods and services required to run their business. We refer to these non-payroll expenses as "spend."" Our solutions include software, network access, and expertise. They are designed to provide enterprises with technology and business process improvements to better manage spend and, in turn, save money. Our solutions streamline the business processes related to the identification of suppliers of goods and services, the negotiation of the terms of purchases, and ultimately the management of ongoing purchasing and settlement activities. Our solutions allow enterprises to take a systematic approach with products and services that work together. By combining software, network access and professional services into a comprehensive solution, we help customers to address six key areas of spend management: Visibility - enhance spend visibility and control across spend categories, disparate systems and corporate divisions Sourcing - identify top suppliers, negotiate procurement terms, leverage aggregate spend, and manage procurement contracts Contract Management - streamline and automate from contract creation to compliance Procurement – streamline requisitioning and procurement across all types of spend Invoice and Payment - automate invoicing and payment processes Supplier Management - optimize buyer-supplier interactions throughout the spend lifecycle
	Fieldglass	The SAP Fieldglass Vendor Management System (VMS) application is a workforce management SaaS offering.
	Hanna	HANA Enterprise Cloud is a private managed cloud primarily for all SAP enterprise-wide SAP applications such as: ERP, CRM, SRM, BW, etc. All SAP applications can be hosted in HANA Enterprise Cloud (via BYOL or Subscription Licensing model)
	SuccessFactors	Our original product release dates are as follows:

		Performance Management – 2001 Goal Management – 2002 360/Multi-Rater Reviews - 2002 Succession Management - 2004 Compensation Management – 2004 Analytics & Reporting – 2005 Learning & Development – 2006 Recruiting Management – 2006 Variable Pay Compensation – 2007 Employee Profile – 2007 Stack Ranker – 2008 Employee Central – 2009 Metrics Navigator – 2009 Goal Execution – 2010 Calibration – 2010 Workforce Planning (Acquisition) – 2010 Workforce Analytics (Acquisition) - 2010 Plateau LMS (Acquisition) – 2011 JAM – 2011 Employee Central Payroll – March 2012 Onboarding (acquisition of KMS) – May 2013
FireEye	FireEye is offering 4 distinct cloud solutions that can be classified into the following service categories and sub-categories: 1.Email Threat Prevention (ETP) Security – SaaS 2.Mobile Threat Prevention (ETP) Security – SaaS 3.Threat Analytics Platform (TAP) Threat Intelligence – SaaS 4.FireEye as a Service with Continuous Vigilance (FaaS CV) Managed Security Service – SaaS	
VirtueStream	Virtustream is an Infrastructure as a Service (IaaS) offering focused on mission critical workloads and applications. The solution provides as part of the response is IaaS only. Virtustream's IaaS is targeted for all virtualized, x86 based cloud solution. While we have secured and segmented infrastructure for FedRAMP, FISMA, PCI and other regulated workload, it is best suited for any and all enterprise workload as long as the workload can be virtualized and run on x86 platform. For non x 86 environments, Virtustream provides Collocated areas, which is cross connected with the cloud.	

8.1.4 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C & D.

Carahsoft complies with the requirements in attachment C & D. Cloud service models by vendor are broken out in section 6.6 of this response per the request in attachment C.

8.1.5 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D.

Carahsoft's cloud vendors fit into multiple categories as listed out in Attachment D. Many of our vendors fit a hybrid cloud deployment method with ability to silo off a private cloud if security needs dictate such. Our cloud vendors are broken out by service model in section 6.6 of this response. Carahsoft's cloud vendors

also fit into many categories as listed in section 1.1.3 of Attachment D. Depending on the type of data and service requested our vendors can support everything from on demand self service delivery to a completely managed and measured service option.

8.2 Subcontractors

8.2.1 Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified Subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific Subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractors do not need to comply with Section 6.3.

Carahsoft will be utilizing Subcontractors to provide services and solutions for specific manufacturers within this response. In other cases, Carahsoft will work with the manufacturers to provide these services and solutions to all Participating Entities. All Subcontractors shall be vetted to ensure they have the necessary qualifications to do business within the State of Utah and any applicable Participating States. All Subcontractors will also comply with the applicable terms and conditions of the RFP and subsequent contract, as well as all Participating Addendums for the States they are subcontracting in.

8.2.2 Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

Carahsoft will use subcontractors as a third party company to provide services in relation to the solutions provided by the manufacturer. No other functions of contract management or execution will be performed by the subcontractor. While Carahsoft cannot determine all roles and responsibilities of the positions for each subcontractor, there are multiple different standards which subcontractors utilize for these types of contracts. Here is an example set of the traditional roles a subcontractor would play on behalf of Carahsoft for this RFP:

Job Title: Consulting Engineer
Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Job Title: Project Manager

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Job Title: Senior Information Architect
Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Job Title: Information Architect
Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Job Title: Senior Consulting Engineer
Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

Carahsoft will be making the determination of what subcontractors to include on the NASPO ValuePoint Cloud contract upon time of award. Carahsoft will ensure a subcontractor has all of the necessary certifications to do business in the State before adding them to the contract as a subcontractor. In addition, Carahsoft will do credit checks and meet with the subcontractor on multiple occasions to confirm that they are reliable and exceed expectations as a services and solutions provider. Finally, an agreement will be put in place between Carahsoft and the subcontractor to ensure optimal efficiency with the subcontractor's responsibilities.

A subcontractor will be actively involved in understanding and shaping any Statements of Work created for the services of a deal in order to make sure that they have the capacity to meet all of the necessary requirements. These Statements of Work will dictate the terms upon which the subcontractor is deployed for services, so Carahsoft will work specifically with subcontractors that are active in the public sector and understand the nuances of selling to government entities.

8.3 Working with Purchasing Entities

8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:

- Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;
- Response times;
- Processes and timelines;
- Methods of communication and assistance; and
- Other information vital to understanding the service you provide.

Security is of the uptmost importance to all of the Service providers that Carahsoft is submitting. Should and actual breach occur, it is the first priority of Carahsoft and the service provider to identify the source of the breach and implement safe guards to prevent one from happening in the future. The Service Provider will promptly notify the Purchasing Entity of the incident. Notification of the breach will be provided by the service directly to the security or customer contact that is identified by the Purchasing Entity. Methods of communication could include phone or email notification.

8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

Carahsoft ensures that no unwanted marketing efforts are made to customers through an easy to manage opt out system in our database. Carahsoft can also limit communications by vendor to ensure that only those vendors approved by the customer reach out with marketing materials or product updates. Carahsoft will never support or assist in the pushing of adware or unwanted software to participating customers.

8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

For applicable cloud offerings, user test/ staging environments are available that are identical to real-time production environments.

8.3.4 Offeror must describe whether or not its computer applications and Web sites are be accessible to people with disabilities, and must comply with Participating entity accessibility policies and the Americans with Disability Act, as applicable.

The user interfaces provided for within this proposal are accessible to people with disabilities using assistive technologies.

8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at minimum.

All cloud solution offerings within this proposal that are delivered via web browsers are accessible using current releases of common internet browsers such as Internet Explorer, Firefox, Chrome, Safari, and more.

8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.

Upon request of the customer, Carahsoft can host meetings via Adobe Connect web conferencing software or travel in person if the need presents itself. Carahsoft is happy to support and comply with any regulations or sensitive data compliance needs that the customer identifies. Carahsoft has the ability to limit customer information to a secure and isolated database if needed.

8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.

Project scheduling and work planning documents are developed in conjunction with customer requirements. Project planning activities are conducted with a focus on developing a statement of work that defines deliverables, customer and contractor areas of responsibility, as well as project benchmarks, and deadlines. Project complexity and customer requirements determine the overall timelines for development, testing, and solution implementation.

8.4 Customer Service

8.4.1 Offeror must describe how it ensure excellent customer service is provided to Purchasing Entities. Include:

- Quality assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA).

The core of Carahsoft's business is to provide the best customer service to our government customers and vendor partners. We are an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading software license GSA resellers. Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates quotes within 30 minutes or less and processed over 56,000 orders in 2014 that were each completed the same day received. Over the past ten years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. Quality and accuracy is the driving factor behind Carahsoft's successin the government market. All solutions proposals and price quotes that are sent to our customers go through a three step review process for quality. The first is a pricing review that is automatically run against the pricing database to ensure pricing accuracy for the proper contract. The second review is at the certified Account Representative level who will check pricing and configurations for accuary and also review any SOWs that are included. Finally, mangagement review confirms the quality and accuracy of the proposal that will be sent to the Purchasing Entity. Carahsoft has instituted an escalation procedure for any problems or complaints that may arise. There are four levels of escalation and include review by the Account Representative assigned to the

Purchasing Entity, followed by the Regional Manager of the territory, next to the Vice President of State and Local and finally to the President/CEO. Each stage of escalation shall have a response SLA of no more than 24 hours.

8.4.2 Offeror must describe its ability to comply with the following customer service requirements:

a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.
b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.
c. Customer Service Representative will respond to inquiries within one business day.
d. You must provide design services for the applicable categories.
e. You must provide Installation Services for the applicable categories.

Carahsoft confirms and agrees that we will name a lead representative for each Participating Addendum. The contact information will be listed on the Carahsoft website and kept current. Carahsoft confirms it will have a representative available by phone and email available 7am-6pm on Monday through Sunday in the applicable time zones. Carahsoft confirms that it will respond to all inquiries within one business day or sooner. Carahsoft will engage with our service providers to provide design services in the applicable categories Carahsoft will engage with our service providers to provide installation services in the applicable categories.

8.5 Security of Information

8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.

Security is of the utmost importance to Carahsoft and our service providers. As an example of our Service Provider's security standards, please see the government security response for Salesforce: Government Trusted Security and Infrastructure
Salesforce understands that the confidentiality, integrity, and availability of our customers' information are vital to their business operations and our own success. We use a multi-layered approach to protect that key information, constantly monitoring and improving our application, systems, and processes to meet the growing demands and challenges of security.

Independent audits confirm that our security goes far beyond what most companies have been able to achieve on their own. Using the latest firewall protection, intrusion detection systems, and TLS encryption, Salesforce Force.com gives you the peace of mind only a world-class security infrastructure can provide.

Third-party validation
Security is a multidimensional business imperative that demands consideration at multiple levels, from security for applications to physical facilities and network security. In addition to the latest technologies, world-class security requires ongoing adherence to best-practice policies. To ensure this adherence, we continually seek relevant third-party certification, including ISO 27001, the SysTrust audit (the recognized standard for system security), and SSAE 16 SOC 1 audit (an examination and assessment of internal corporate controls, previously known as SAS 70 Type II). SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include: CSA 'Consensus Assessments Initiative', JIPDC (Japan Privacy Seal), Tuv (Germany Privacy Mark), and TRUSTe.

Protection at the application level

Salesforce protects customer data by ensuring that only authorized users can access it. Administrators assign data security rules that determine which data users can access. Sharing models define company-wide defaults and data access based on a role hierarchy. All data is encrypted in transfer. All access is governed by strict password security policies. All passwords are stored in SHA 256 one-way hash format. Applications are continually monitored for security violation attempts.

Protection at the facilities level
Salesforce security standards are stringent and designed with demanding customers in mind, including the world's most security-conscious financial institutions. Authorized personnel must pass through five levels of biometric scanning to reach the Salesforce system cages. All buildings are completely anonymous, with bullet-resistant exterior walls and embassy-grade concrete posts and planters around the perimeter. All exterior entrances feature silent alarm systems that notify law enforcement in the event of suspicion or intrusion. Data is backed up to disk or tape. These backups provide a second level of physical protection. Neither disks nor tapes ever leave the data center.

Protection at the network level
Multilevel security products from leading security vendors and proven security practices ensure network security. To prevent malicious attacks through unmonitored ports, external firewalls allow only http and https traffic on ports 80 and 443, along with ICMP traffic. Switches ensure that the network complies with the RFC 1918 standard, and address translation technologies further enhance network security. IDS sensors protect all network segments. Internal software systems are protected by two-factor authentication, along with the extensive use of technology that controls points of entry. All networks are certified through third-party vulnerability assessment programs.

Trust.salesforce.com is the Salesforce community's home for real-time information on system performance and security. On this site you'll find:

- Live and historical data on system performance
- Up-to-the minute information on planned maintenance
- Phishing, malicious software, and social engineering threats
- Best security practices for your organization
- Information on how we safeguard your data

8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.

Carahsoft is happy to support and comply with any regulations or sensitive data compliance needs that the customer identifies. Carahsoft has the ability to limit customer information to a secure and isolated database if needed. Under no circumstances will Carahsoft ever publish or release secure customer data. Carahsoft's cloud vendors are all FIPS certified or have equivalent security standards in place to ensure no customer data is released outside of the secure cloud.

8.5.3 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

Carahsoft will use customer accounts and data only in the processing of an order and management of the customer's service entitlements. Carahsoft's vendors, as outlined in their specific Master Agreements, only us customer account data for the express purpose of providing the service to the customer. Included in that service is implementation, technical support, and training efforts. Under no circumstances will Carahsoft or its cloud partners use customer information outside of normal operating procedures.

8.6 Privacy and Security

8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in Attachment D, including supporting the different types of data that you may receive.

CA	APM	CA technologies understands that security is a top concern when evaluating cloud-based applications, which is why CA technologies operations worldwide conform to rigorous certification, compliance and security programs and processes. In addition, we contract with independent auditors to regularly evaluate and validate the security of our service. High risks are identified, validated and remediated before production systems are made available. Medium risks are evaluated and resolved on a priority basis.
	MAA	
	CA Agile	We use CIS and NIST standards as baselines for hardening our systems. We are currently working towards a NIST 800-53r4 certification however this is not yet complete. We are continuously reviewing our compliance with these standards. We perform monthly scans against our Production Infrastructure based on CIS standards. We scan for both vulnerabilites and compliance best practices bases on NIST 800-53v4 standards. Vulnerabilites are tracked and remidiated based on severity and risk.
	ASM	Please see our response to APM/MAA
Google	Google's currently maintains a FedRAMP Authorization to Operate. FedRAMP incorporates the relevant NIST SP and FIPS security requirements. Further, Google contractually commits to maintaining SOC2 and ISO27001 certifications.	
AODocs	AODocs is committed to comply SOC2 type 2.	
Virtru	Virtru's business depends on its ability to support healthcare and criminal justice markets, which requires us to maintain compliance with HIPAA and CJIS standards which both make extensive use of NIST standards	
Salesforce	On May 23, 2014 Salesforce achieved a FedRAMP Agency Authority to Operate at the moderate impact level (as described in FIPS 199 and 200) issued by Health and Human Services (HHS) for the Salesforce Government Cloud. Additionally, on May 15, 2015, HHS, as the FedRAMP authorizing agency, approved the Salesforce Government Cloud authorization package that was updated based on annual attestation requirements and updates to the FedRAMP baseline which is FISMA compliant and based on the current release of NIST SP 800-53 Rev. 4. Salesforce provides contractual assurance to its customers that the Customer Data hosted in Salesforce's services will be kept confidential and not accessed by third parties except under narrow circumstances (such as a customer support issue or as required by law). In the case of customer support, the company's personnel will access a customer's Org only with prior approval and subject to confidentiality obligations.	
ServiceNow	ServiceNow is a cloud service provider offering a SaaS solution deployed from a private cloud that meets the five essential characteristics of cloud computing as described in 8.1. ServiceNow applies the same data classification for all hosted customer data. ServiceNow does not inspect or monitor its customers' information and therefore has no ability to sub-classify	

	customer data. The overriding requirement of the assigned classification is that customer data remains hosted in the private cloud until the customer terminates their subscription. It is never stored anywhere apart from the private cloud. Customers remain the data owner and data controller for all data placed into their instance. ServiceNow does not examine, inspect, monitor or analyze customers' data. Customers apply access controls to restrict access to data within their instances based on their own requirements and needs, including their own data classification.	
QTS	QTS understands the growing number of requirements along with the complexity of managing the high cost-risk if you are not in compliance, and makes compliance a top priority. Our dedicated QTS Internal Audit team is focused on helping you define controls and processes to meet your ever-expanding compliance requirements. We are steadfast in protecting your data with the commitment to allocate required resources, technology and controls to not only help you achieve and maintain compliance today, but to expertly support your needs as they inevitably grow and change in the future. QTS tackles compliance differently. We provide a flexible, integrated approach to meet the IT compliance and regulatory needs across a wide variety of industries – from Payment Card Industry Data Security Standard (PCI DSS) and the Health Insurance Portability and Accountability Act (HIPAA) to U.S.–EU Safe Harbor. Our approach reduces the complexity and workload to effectively support their compliance efforts.	
SAP	Ariba	Our security framework, which consists of semi-annual independent third party AICPA audit under the Trusted Services Principles of security, confidentiality, process integrity and availability as well as annual certification by an independent Qualified Security Assessor for PCI DSS, is highly aligned with the NIST controls. Our security framework and cloud services are designed to receive process and store data sets of a commercial business-to-business nature and are multi-tenant and international in scope. FISMA/NIST is designed to protect US government data that can include classified information as well as sensitive PII such as ePHI and SSN's or government identifiers. We practice data avoidance where these data sets are concerned primarily to reduce the risk to us and to our customers but also to avoid additional regulatory compliance which has onerous reporting and high costs which would have to be passed on to our customers. Where FISMA regulated entities can take advantage of our solutions, the data sets they expect to store must be validated to avoid being under regulatory requirements beyond what we can provide in terms of both security as well as reporting.
	Fieldglass	Fieldglass has based its security program on the ISO 27002 security standard and has maintained its ISO 27001 certification since February 2011. However, to ensure that a robust security framework was developed, additional controls were added and/or modified based on COBIT DS5 Ensure Systems Security, specific NIST special publications, and vendor specified best practices. Fieldglass uses a SSAE 16 audit with a twelve-month audit cycle to validate that the controls defined within the security framework are operating effectively.
	Hanna	SAP will show the compliance with the SAP Cloud Security Framework by the compliance audits and/or certification audits only as it pertains to the HANA Enterprise Cloud. SAP Cloud and Infrastructure Delivery's Security, Risk & Compliance Office has developed the Integrated

		Information Security Management System (IISMS) Framework. The IISMS Framework is based on SAP's corporate quality and security policy as well as the corporate security standards and guidelines relating to information security and business continuity. This IISMS Framework was adapted to SAP Cloud Security Services as SAP Cloud Security Framework (Cloud SFW). SAP's security, process and compliance team conducts technical security audits to validate that security concepts have been implemented successfully and to safeguard the usage of newly developed tools. Compliance Audits Cloud solutions from SAP have passed ISAE3402/SSAE16-SOC 1 Type II and/or SOC 2 Type II audits (in the following referred to as SOC audits) and can provide the related audit reports on request. Certification Audits The SAP HANA Enterprise Cloud has attained certifications according to the following ISO standards are available (related audits are in the following referred to as ISO audits): • ISO 27001:2013 • ISO 22301:2012 • ISO 9001:2008
	SuccessFactors	Our IT architecture is aligned with ISO 27002. We are Safe Harbor certified and in alignment with BS10012 and ISO 20000 for Service Delivery. We demonstrate an on-going commitment to protecting the confidentiality, integrity and availability ("CIA") of data from internal and external threats, making us a reliable and secure system provider. Our secure multi-tenant Software as a Service (SaaS) platform is designed for availability, security, scalability, and performance. Industry best practices and standards are adopted and incorporated. Our Network also complies with the Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor. We provide privacy compliant data center facilities not only in the United States but also as a Member State of the European Union (EU) or a state of the European Economic Area (EEA). Currently, such data centers are certified for ISO27001, ISO9001 and PCI-DSS compliance. Our security services provide complete and thorough monitoring of all traffic on the network on a 24x7x365 basis, and include security technology, alert services and incident management support. We are audited twice annually to SSAE16 (US) or ISAE 3402 (international) accounting standards.
VMware	VMware is fully committed to complying with NIST and all other relevant industry standards including FedRAMP, FISMA, PCI, CSA CAIQ, etc. This is demonstrated by VMware's track record of pursuing and obtaining certifications such as those listed above. vCloud Government Service has been certified to store and secure Low Risk Level and Moderate Risk Level data as defined by FIPS PUB 199. In addition, VMware is capable of enhancing the vCloud Government Service to meet participating State's requirements to be able to store data that is defined by FIPS Pub 199 as High Risk Data. VMware is committed to maintaining compliance with all of our existing and future compliance certifications. Our ability to remain competitive as a software and services provider in the public sector depends upon it. Thus we have established a comprehensive security and compliance team to ensure that we maintain compliance as well as a strong security posture.	

	VMWare supports regular internal and external audits to ensure compliance with its certifications as required. The AirWatch Information Security Program is built on the security framework laid out in NIST 800-53. Although AirWatch is not required to register with any regulatory agencies, we provide a suite of tools for our customer's to maintain industry-relevant compliance guidelines within their mobile device fleets. AirWatch has recently been awarded the HP-IAPP Privacy Innovation Award for Most Innovative Privacy Technology by the International Association of Privacy Professionals (IAPP) for our commitment to delivering an EMM platform focused on end-user privacy. To help ensure the confidentiality, integrity, and availability of our cloud offering, we comply with the European Data Protection Directive (95/46/EC) and our top-tier data center partners have undergone SSAE16 SOC2 Type II audits and have ISO 27001 certifications.
FireEye	FireEye has mature and well documented security and privacy programs. The programs include third party certifications for SSAE 16 SOC 2, FedRAMP certifications, Model clauses, Privacy and security standards among others. The data that FireEye receives is only in conjunction with the malware analysis.
VirtueStream	The Virtustream Federal Cloud (IaaS) has met the requirements for a FedRAMP moderate P-ATO. The IAAS is assessed annually by a FedRAMP certified 3rd Party Assessment Organization (3PAO). The annual assessment will review a subset of the NIST 800-53 Revision 4 controls as designated by FedRAMP. Virtustream's 3PAO shall demonstrate impartiality throughout the assessment to accurately assess the status of all security controls in place.

8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.

CA	APM	AWS EC2 datacenters annually undergo SOC 3 audits. The application currently does not hold a Soc 2 attestation.
	MAA	CA MAA is certified for SOC 2 Type 1 Security Audit.
	CA Agile	Our data center provider has a SOC 2 audit report that can be provided upon request. Our application does not currently have such certifications.
	ASM	Rackspace datacenters annually undergo various certification including SOC 3 audits. The application currently does not hold a Soc 2 attestation.
Google	Google has a FedRAMP ATO at the Moderate impact baseline. FedRAMP incorporates many NIST SPs and FIPS including 800-53, FIPS 199, FIPS 200), and has a specific offering. Google Apps for Education that is FERPA and COPPA compliant. Other compliance standards such as HIPAA and CJIS don't offer certification per se, but are commonly accommodated (i.e. Google will sign a BAA to meet HiTECH/HIPAA requirements, and has numerous customers who bear responsibility for meeting CJI processing requirements). PCI DSS is generally not applicable to SaaS systems (though we can do email hygiene processing to protect against incidental usage), but Google IaaS/PaaS does meet PCI DSS v3 standards. Google also holds and is committed to maintaining SOC2 and ISO27001 certifications.	
AODocs	AODocs doens't hold an HIPAA certifications per se, but are commonly accommodated to meet HIPAA requirements signing a BAA.	
Virtru	HIPAA, FERPA, CJIS, NIST 800-53, NIST SP-800	
Salesforce	Salesforce and the Salesforce Force platform is ISO 27001 certified and PCI-DSS compliant. SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include:	

	FedRAMP Authority to Operate from Department of Health and Human Services CSA 'Consensus Assessments Initiative' JIPDC (Japan Privacy Seal) Tuv (Germany Privacy Mark) TRUSTe HIPAA In provisioning and operating the services, Salesforce complies with the provisions of HIPAA's Privacy Rule and Security and the HITECH Act that are applicable to business associates. Salesforce's customers are still responsible for complying with the same in their capacity as a covered entity or business associate using the Salesforce services. The services' features permit customers to customize use as per a compliance program for HIPAA (including the HITECH Act) and many customers store protected health information (PHI) on our service. From a legal standpoint, some of our customers have asked Salesforce to assist them in meeting their compliance obligations; for example, by entering into business associate agreements (BAA) to address formal legal requirements pertaining to use and disclosure of protected health information (PHI). FERPA Salesforce maintains appropriate administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of data our customers submit to the Salesforce Services as Customer Data. Salesforce's customers are responsible for ensuring the security of their Customer Data in their use of the service and implementing any necessary customer-controlled settings. To aid, Salesforce offers robust security functionality that provides our customers the flexibility to use the application in a configuration that furthers compliance with local data protection laws and regulations. While Salesforce complies with applicable law in provisioning and operating the Salesforce services, it is the sole responsibility of Salesforce's customers to ensure compliance with applicable laws in their respective uses of the Salesforce services.PCI-DSSSalesforce is PCI Level 1 compliant and has received a signed Attestation of Compliance (AoC) for the Payment Card Industry Data Security Standard (PCI-DSS). Salesforce customers who must adhere to PCI compliance may store personal account numbers ("PAN" or "credit card numbers") in Salesforce, with the following caveats: - PANs may only be stored in a custom field encrypted via Classic Encryption or supported field types via the Platform Encryption functionality. PANs must not be stored in clear text fields, attached files, or any other location. - Customer administrators must configure Salesforce features to support their organization's PCI controls.NIST SP 800-171NIST Special Publication 800-171 is intended for use by federal agencies when agencies are providing CUI to nonfederal organizations (or when CUI is developed by those organizations for federal agencies) for purposes unrelated to information processing. In other words, the nonfederal organizations are not operating their information systems to process agency data, including CUI, on behalf of the agency but rather for other purposes (e.g., when designing or producing an aircraft, performing a study, or conducting background investigations for security clearances). Salesforce recommends that its customers use the classifications as detailed in FIPS 199. FIPS 140-2, FIPS 197, FIPS 199, and FIPS 200 On May 23, 2014 Salesforce achieved a FedRAMP Agency Authority to Operate at the moderate impact level (as described in FIPS 199 and 200) issued by Health and Human Services (HHS) for the Salesforce Government Cloud. Additionally, on May 15, 2015, HHS, as the FedRAMP authorizing agency, approved the Salesforce Government Cloud authorization package that was updated based on annual attestation requirements and updates to the FedRAMP baseline which is FISMA compliant and based on the current release of NIST SP 800-53 Rev. 4.

	As part of the Salesforce Government Cloud, Salesforce is capable of responding to FIPS 140-2/3 cryptographic implementations for data being transferred between the customer's web browser and Salesforce. Data that resides within Salesforce's protected boundary does not use FIPS 140-2 validated encryption as compensating/mitigating controls are in place to protect data. Additional information is provided below. Data Transmission between the customer's web browser and Salesforce: Salesforce employs cryptographic mechanisms to protect information during transmission. All transmissions between the user and Salesforce are encrypted by default with a 2048-bit Public Key. Our service uses International/Global Step Up certificates. We support one-way TLS, in which customers create secure connections before sharing private data. Secure routing and traffic flow policies ensure that customer traffic is encrypted entering Salesforce until the load balancer decrypts the traffic. The load balancers decrypting the traffic are FIPS 140-2 compliant and are located inside of the Salesforce Government Cloud isolation boundary. Data Transmission for Backup Media: Media containing customer data is not transported outside of controlled salesforce.com areas and therefore relies on physical access controls to protect the data. Data at Rest: NIST 800-53 Rev. 3 states in SC-28, "Information at rest refers to the state of information when it is located on a secondary storage device (e.g., disk drive, tape drive) within an organizational information system." SC-28 also states, "Organizations may choose to employ different mechanisms to achieve confidentiality and integrity protections, as appropriate." All secondary storage media (hard drives, disk drives, and tapes) containing customer data are maintained within Salesforce's secure production data centers until the media has been sanitized and destroyed. Salesforce relies on physical access controls as a compensating control to protect the data. Primary Data Storage: User passwords are stored in the RDBMS encrypted via the SHA algorithm with a 256-bit hash. This is a one way hash. The passwords are encrypted by the application. For primary data storage, Salesforce provides customers with a built-in capability to apply field-level encryption, using 128-bit keys with Advanced Encryption Standard (AES) encryption (as defined by FIPS 197), for a selection of custom fields included in the Salesforce Platform and CRM applications. Field-level encryption ensures the data associated with designated fields is encrypted in storage.
ServiceNow	ServiceNow's security policy is based on ISO27001:2013 and has been since 2012. ServiceNow also has annual SSAE 16 SOC 1 Type 2 and SOC2 Type 2 attestations with controls being based off NIST 800-53. The ServiceNow Service Automation Government Cloud Suite is a FedRAMP Compliant Cloud System with a JAB Provisional Authorization. This cloud offering has regulatory restrictions to the types of tenants that can use it. ServiceNow's FedRAMP compliant and standard commercial datacenter environments are virtually identical. The differences that do exist, such as only allowing access to specially adjudicated US citizens, exist for regulatory reasons not because the environment is superior in some way.
QTS	QTS assists with mapping between DOD IT RMF/DIACAP and NIST as well as International Standards Organization (ISO) standards and many others. QTS maintains control mappings that include: • NIST 800-53/FedRAMP (Low/Moderate/High)

	• DOD IT RMF/DIACAP (MAC I/II/III Sensitive & Public) • HIPAA-HITECH-Omnibus • PCI-DSS • ISO/NATO • CNSS/ICD/DCID/NISPOM	
SAP	Ariba	We are audited and certified by independent third-party auditor PricewaterhouseCoopers (PwC) for compliance with ISAE 3402 SOC1 Type II, SOC2 and SOC3 every six months. Upon completion of the audit, an attestation letter is issued, stating our compliance. In addition, our primary hosting facility (Equinix) infrastructure is audited for compliance with SSAE 16 SOC1 Type II. The Service Organization Controls report (SOC) is aimed at three different audiences. SOC1 (aimed at financial auditors) is the same type of report as the SAS70 but also includes an attestation letter signed by both our company and the auditor. SOC2 is aimed at IT and security practitioners. The SOC3 is the publicly viewable web seal to show that we have been audited. In addition, we have attained PCI (Payment Card Industry) - DSS (Data Security Standard) certification as a Level 1 Service Provider and compliance with the Visa USA Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) program. These programs were created specifically for merchants and service providers who process, store, or transmit cardholder data. The PCI DSS is a set of comprehensive requirements for enhancing payment account data security which was developed by the founding payment brands of the PCI Security Standards Council, including American Express, Discover Financial Services, JCB International, MasterCard Worldwide and Visa Inc. It was developed to help facilitate the broad adoption of consistent data security measures on a global basis. The PCI DSS is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design, and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer account data. CISP and SDP reflect Visa's and MasterCard's respective longstanding commitment to information security.
	Fieldglass	SAP Fieldglass has achieved the following certifications: • ISO 27001 • SSAE 16 SOC 1 and SOC 2 HIPPA Fieldglass does not store Protected Health Information (PHI) on its system and is not required to comply with the Health Insurance Portability and Accountability Act. PCI The Fieldglass application does not process credit card information. We are not (and are not required to be) PCI compliant.
	Hanna	Please see response to 8.6.1
	Hybris	The Savvis datacenter located in Boston, MA is SSAE16 Type II SOC I Compliant. This replaces the older SAS70 Type II audit standard.
	SuccessFactors	We have been audited to the SOC 2 Trust Services Criteria. This signifies that our control objectives and control activities have been examined by an independent accounting and auditing firm, and that these controls fairly presented the controls in operation as of a specific date and were suitably designed to achieve the control objectives. Our SOC 2 audits are conducted semi-annually (May, November) by PricewaterhouseCoopers (PwC). We also hold US Federal FISMA Moderate

		Authority to Operate with both OPM and NTIS. We are compliant with EU Privacy Directive 95/46/EC and are Safe Harbor self-certified. https://safeharbor.export.gov/companyinfo.aspx?id=26196We are aligned with ISO 27001 for Information Security, BS 10012 for Data Protection, and ISO 20000 for Service Delivery to create an Integrated Compliance Framework ("ICF"). Where these standards overlap in subject matter, Information Security ISO 27001 takes precedence. Our Network also complies with Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor. We are aligned with ISO 27001 for Information Security, BS 10012 for Data Protection, and ISO 20000 for Service Delivery to create an Integrated Compliance Framework ("ICF"). Where these standards overlap in subject matter, Information Security ISO 27001 takes precedence. Our Network also complies with Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor.
VMware	VMware IaaS Services ISO/IEC 27001: ISO/IEC 27001 is a globally recognized standard for the establishment and certification of an information security management system (ISMS). vCloud Air continues to maintain a current ISO/IEC 27001 Certification and has recently issued updated certification for ISO/IEC 27001:2013. Achieving certification means that VMware has implemented a holistic security program that conforms with the ISO 27001 standard requirements, both in the security management system and control activities. The audit of the ISMS was completed by Brightline CPAs and Associates - an ANAB accredited certification body. HIPAA: The Health Insurance Portability and Accountability Act of 1996(HIPAA), which has incorporated requirements from the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, established national standards for the security and privacy of Protected Health Information (PHI) in the United States. To help customers comply with HIPAA, VMware offers a Business Associate Agreement (BAA) to all interested customers using our US-based data centers. The BAA was designed in conjunction with a leading law firm with expertise in HIPAA and provides fair and reasonable terms for healthcare providers, insurers, and other organizations. VMware has completed an independent third party examination of vCloud Air against applicable controls of HIPAA. SOC 1 (SSAE16/ISAE 3402): Service Organization Control (SOC) 1 reports are conducted in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 16 put forth by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPS). The SOC 1 framework reports on internal controls over financial reporting for any service organization such as VMware vCloud Air. SOC 1 aligns to the International Standard on Assurance Engagements (ISAE) 3402 international reporting standards. SOC 1 examinations are specifically intended to meet the needs of the managements of vCloud Air's customers and vCloud Air's customers' auditors, as they evaluate the effect of the controls at vCloud Air on the clients' financial statement assertions. VMware has completed an independent third-party examination of vCloud Air which spans a twelve (12) month review period. SOC 2: The Service Organization Control 2 (SOC 2) report is composed of a comprehensive set of criteria on security, availability, processing integrity, confidentiality, and privacy and is similarly set forth by the America Institute of Certified Public Accountants (AICPA). The SOC 2 reports are	

	intended for use by stakeholders (e.g. customers, regulators, business partners, suppliers, directors) of the service organization that have a thorough understanding of the service organization and its internal controls. VMware has completed an independent third-party examination of vCloud Air that also spans a twelve (12) month review period. SOC 3: Trust Services Report for Service Organizations Control 3 (SOC 3) reports are designed to meet the needs of customers who want assurance on the controls at a service organization related to security, availability, processing integrity, confidentiality, or privacy. vCloud Air has completed an independent third-party SOC 3 examination of VMware vCloud Air. SOC 3 is composed of a comprehensive set of trust principles including security, availability, processing integrity, confidentiality and privacy. Cloud Security Alliance: VMware vCloud Air has completed the Cloud Security Alliance (CSA) Consensus Assessments Initiative Questionnaire (CAIQ). CAIQ provides industry-accepted ways to document what security controls exist in IaaS, PaaS and SaaS offerings. FedRAMP Provisional Authority: VMware vCloud Government Service, provided by Carpathian, now has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB). FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. This approach uses a ""do once, use many times"" framework that can reduce government organizations' costs, time, and staff required to conduct redundant agency security assessments. U.S. government agencies can now leverage vCloud Government Service to meet the stringent security and privacy requirements of FedRAMP. FIPS 140-2: VMware vCloud Government Service is fully FIPS 140-2 compliant including hardware which provides its 2-Factor Authentication capabilities. FIPS Pub 199: As discussed previously, vCloud Government Services is certified to store and secure Low Risk Data and Moderate Risk Data as defined by FIPS Pub 199. VMware is willing to work with participating States that require High Risk Data Storage to enhance vCloud Government Services to store and secure this data. FIPS Pub 199: As discussed previously, vCloud Government Services is certified to store and secure Low Risk Data and Moderate Risk Data as defined by FIPS Pub 199. VMware is willing to work with participating States that require High Risk Data Storage to enhance vCloud Government Services to store and secure this data. CJIS: vCGS recently underwent a CJIS assessment by CoalFire, Inc. CJIS is not a certification, it is a policy that must be followed and accredited for each deployment which requires it. The goal of VMware's CoalFire assessment was to create a baseline configuration that can be reused across any CJIS opportunity to accelerate the implementation and accreditation timeframes. FERPA: Like CJIS, FERPA compliance is assessed and confirmed for each deployment that requires it. VMware's vCloud Government Service FedRamp certification and others provide evidence that the underlying infrastructure is capable of meeting rigorous information security and availability requirements. VMware will work with Participating Entities to meet FERPA requirements on a task order basis. PCI Data Security Standards (DSS): Neither vCloud Air nor vCGS are currently PCI certified at this time. VMware will work with Participating Entities to meet PCI requirements on a task order basis. IRS Publication 1075: Because both IRS 1075 and FedRAMP are based on NIST 800-53, the compliance boundary for IRS 1075 is the same as the FedRAMP authorization. This, vCGS complies with IRS Publication 1075 on the basis that it is FedRAMP certified. FISMA: vCGS is FISMA Low and Moderate compliant.

	NIST 800-53: NIST 800-53 provides the core controls that must be met to achieve FedRAMP compliance. VMware vCloud Government Service has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB), thus we are compliant with NIST 800-53. NIST SP 800-171: VMware vCloud Government Service has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB). NIST 800-171 outlines a subset of the NIST 800-53 requirements, and as stated above, VMware vCloud Government Service is compliant with these guidelines. Since NIST 800-171 outlines a subset of the NIST 800-53 requirements, VMware vCloud Government Service is compliant with NIST SP 800-171. FIPS 200: Neither vCloud Air nor vCGS are currently FIPS 200 certified at this time. VMware will work with Participating Entities to meet PCI requirements on a task order basis. VMWare AirWatch The AirWatch Information Security Program is built on the security framework laid out in NIST 800-53. Although AirWatch is not required to register with any regulatory agencies, we provide a suite of tools for our customer's to maintain industry-relevant compliance guidelines within their mobile device fleets. AirWatch has recently been awarded the HP-IAPP Privacy Innovation Award for Most Innovative Privacy Technology by the International Association of Privacy Professionals (IAPP) for our commitment to delivering an EMM platform focused on end-user privacy. To help ensure the confidentiality, integrity, and availability of our cloud offering, we comply with the European Data Protection Directive (95/46/EC) and our top-tier data center partners have undergone SSAE16 SOC2 Type II audits.
FireEye	Currently the standards that apply are SSAE 16 SOC 2 Type 2, with a FedRAMP ATO in place and full FedRAMP certification in process. We are also in the process of becoming FedRAMP ISO 2700x certified.
VirtueStream	Security is the foundation of our business. Virtustream's xStream™ cloud software assists our customers to meet mandatory Legislative requirements, and achieve and maintain SSAE16, ISAE3402, PCI-DSS 3.0, FISMA, IS0 27001-2005/2013, ISO 9001-2008, HIPAA, CSA STAR and other leading cloud certifications and compliance frameworks in the customer's own environment (when coupled with identified operational and management controls).

8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

CA	APM	CA technologies understands that security is a top concern when evaluating cloud-based applications, which is why CA technologies operations worldwide conform to rigorous certification, compliance and security programs and processes. In addition, we contract with independent auditors to regularly evaluate and validate the security of our service. High risks are identified, validated and remediated before production systems are made available. Medium risks are evaluated and resolved on a priority basis.
	MAA	All MAA core servers are behind firewalls; only systems administrators have access to the servers; all data is encrypted when transmitted between data centers. The MAA dashboard and API are protected with HTTPS/TLS encryption, and users are required to authenticate in order to access these.
	CA Agile	We use a co-located data center provider and within that environment we have a dedicated cage to which only our Operations Team has access. We also monitor all traffic across our systems using HIDS (OSSEC) and NIDS (Snort) to notify of any suspicious activity.
	ASM	All ASM core servers are behind firewalls; only systems administrators have access to the servers; all data is encrypted when transmitted between data centers. The ASM dashboard and API are protected with HTTPS/TLS encryption, and users are required to use a username and password to login to their accounts.

Google	In this DPA the obligations of Google to hold all customer data as confidential and wholly owned by the customer is detailed. Google's internal data access processes and policies are designed to prevent unauthorized persons and/or systems from gaining access to systems used to process personal data. Google aims to design its systems to: (i) only allow authorized persons to access data they are authorized to access; and (ii) ensure that personal data cannot be read, copied, altered or removed without authorization during processing, use and after recording. The systems are designed to detect any inappropriate access. Google employs a centralized access management system to control personnel access to production servers, and only provides access to a limited number of authorized personnel. LDAP, Kerberos and a proprietary system utilizing RSA keys are designed to provide Google with secure and flexible access mechanisms. These mechanisms are designed to grant only approved access rights to site hosts, logs, data and configuration information. Google requires the use of unique user IDs, strong passwords; two factor authentication and carefully monitored access lists to minimize the potential for unauthorized account use. The granting or modification of access rights is based on: the authorized personnel's job responsibilities; job duty requirements necessary to perform authorized tasks; a need to know basis; and must be in accordance with Google's internal data access policies and training. Approvals are managed by workflow tools that maintain audit records of all changes. Access to systems is logged to create an audit trail for accountability. Where passwords are employed for authentication (e.g., login to workstations), password policies that follow at least industry standard practices are implemented. These standards include password expiry, restrictions on password reuse and sufficient password strength. For access to extremely sensitive information (e.g., credit card data), Google uses hardware tokens.
AODocs	AODocs being built in Google AppEngine and Google Drive.
Virtru	Please see the Virtru Security Policies and Procedures and the Virtru Privacy Policies and Procedures provided in the Supplemental Information section of this response.
Salesforce	Government Trusted Security and Infrastructure Salesforce understands that the confidentiality, integrity, and availability of our customers' information are vital to their business operations and our own success. We use a multi-layered approach to protect that key information, constantly monitoring and improving our application, systems, and processes to meet the growing demands and challenges of security. Independent audits confirm that our security goes far beyond what most companies have been able to achieve on their own. Using the latest firewall protection, intrusion detection systems, and TLS encryption, Salesforce Force.com gives you the peace of mind only a world-class security infrastructure can provide. Third-party validation Security is a multidimensional business imperative that demands consideration at multiple levels, from security for applications to physical facilities and network security. In addition to the latest technologies, world-class security requires ongoing adherence to best-practice policies. To ensure this adherence, we continually seek relevant third-party certification, including ISO 27001, the SysTrust audit (the recognized standard for system security), and SSAE 16 SOC 1 audit (an examination and assessment of internal corporate controls, previously known as SAS 70 Type II). SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include: CSA 'Consensus Assessments Initiative', JIPDC (Japan Privacy Seal), Tuv (Germany Privacy Mark), and TRUSTe. Protection at the application level

	Salesforce protects customer data by ensuring that only authorized users can access it. Administrators assign data security rules that determine which data users can access. Sharing models define company-wide defaults and data access based on a role hierarchy. All data is encrypted in transfer. All access is governed by strict password security policies. All passwords are stored in SHA 256 one-way hash format. Applications are continually monitored for security violation attempts. Protection at the facilities level Salesforce security standards are stringent and designed with demanding customers in mind, including the world's most security-conscious financial institutions. Authorized personnel must pass through five levels of biometric scanning to reach the Salesforce system cages. All buildings are completely anonymous, with bullet-resistant exterior walls and embassy-grade concrete posts and planters around the perimeter. All exterior entrances feature silent alarm systems that notify law enforcement in the event of suspicion or intrusion. Data is backed up to disk or tape. These backups provide a second level of physical protection. Neither disks nor tapes ever leave the data center. Protection at the network level Multilevel security products from leading security vendors and proven security practices ensure network security. To prevent malicious attacks through unmonitored ports, external firewalls allow only http and https traffic on ports 80 and 443, along with ICMP traffic. Switches ensure that the network complies with the RFC 1918 standard, and address translation technologies further enhance network security. IDS sensors protect all network segments. Internal software systems are protected by two-factor authentication, along with the extensive use of technology that controls points of entry. All networks are certified through third-party vulnerability assessment programs. Secure Data Centers Data centers provide only power, environmental controls, and physical security. Salesforce employees manage all other aspects of the service at the data centers. Colocation data center personnel do not have network or logon access to the Salesforce systems. Colocation personnel have physical access to the Salesforce secure server room in the event of an emergency, but do not have keys to the individual racks containing hardware. Data centers maintain a common baseline of physical and environmental controls across data centers. The exterior perimeter of each anonymous data center building is bullet resistant, has concrete vehicle barriers, closed-circuit television coverage, alarm systems, and manned 24/7 guard stations that together help defend against non-entrance attack points. Inside each building, multiple biometric scans and guards limit access through interior doors and to the Salesforce secure rooms at all times. Access to Salesforce's secure server rooms in the datacenter is authorized based on position or role. Additional access controls enforced by an electronic key box are implemented for the dedicated Salesforce Government Cloud racks to ensure that access is limited to Qualified U.S. Citizens. Salesforce has an established process to review data center access logs to the server room. Additionally, an at least annual assessment of the data center is performed to ensure the data centers are meeting Salesforce's security control requirements. In addition to securing the data center locations, it is critical that the data center facilities maintain robust critical infrastructure to support Salesforce through the following services:

	Temperature and Humidity Controls • Humidity and temperature control • Redundant (N+1) cooling system Power • Underground utility power feed • Redundant (N+1) CPS/UPS systems • Redundant power distribution units (PDUs) • Redundant (N+1) diesel generators with on-site diesel fuel storage Secure Network Logistics • Concrete vaults for fiber entry • Redundant internal networks • Network neutral; connects to all major carriers and located near major Internet hubs • High bandwidth capacity Fire Detection and Suppression • VESDA (very early smoke detection apparatus) • Dual-alarmed, dual-interlock, multi-zone, pre-action dry pipe water-based fire suppression
ServiceNow	The ServiceNow cloud is built for the enterprise customer with every aspect aimed towards meeting the customer's demand for reliability, availability and security. ServiceNow's comprehensive approach to address this demand is enabled by the following: (a) ServiceNow's robust cloud infrastructure runs on its own applications and utilizes industry best-of-breed technology to automate mission critical functionalities in the cloud service with around-the-clock and around-the-world delivery; (b) ServiceNow achieves flexibility and control in its ability to deliver a stable user experience to the customer by having a logical single tenant architecture; (c) ServiceNow's application development which has a paramount focus on quality, security, and the user experience is closely connected to the operations of delivering those applications in a reliable and secure cloud environment; (d) ServiceNow invests in a comprehensive compliance strategy that allows its customers to attain their own compliance to applicable laws by obtaining attestations and certifications and running its subscription service from paired data centers situated close to where its customers are located; and (e) ServiceNow's homogeneous environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible. The "Data Security Guide" contained within the "Subscription Service Guide" included with this response describes the measures ServiceNow takes to protect Customer Data when it resides in the ServiceNow cloud.
QTS	The QTS Information System Security Officer (ISSO) develops, disseminates, annually reviews and updates a formal, documented access control policy; System and Communications Protection and addresses the following: •Purpose and scope •Roles, responsibilities •Compliance QTS develops, disseminates, and annually reviews/updates a formal, documented security policy executive summary, SP Executive Summary - Information System Security Program Policies, which addresses: •management commitment •coordination among customer entities

	QTS cloud's Policies are maintained within a biometric secure office located in the Suwanee facility at 300 Satellite Blvd, Suwanee, GA 30024. It is disseminated to all individuals, including but not limited to employees, contractors, consultants, temporaries, and other personnel affiliated with third parties, who use any QTS Information Resource that is owned or leased by QTS. This policy is consistent with QTS's mission and functions and with applicable laws, directives, policies, regulations, standards, and guidance. The previously mentioned artifacts are disseminated via a centralized secure document repository among all QTS cloud's personnel who have any service operations or service delivery role for QTS cloud's IaaS offerings system environments, and is to be individually or by group reviewed semi-annually, especially by any personnel who have administrative access. QTS can provide its Information Security Policies as required: • IT_POL_03_System_and_Communications_Protection_Policy (v1.2 – 1/17/14)	
SAP	Ariba	We are committed to the security and integrity of customer information. We utilize security measures to protect against the loss, misuse or alteration of the information under our control. To prevent unauthorized access, maintain data accuracy, and facilitate the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect within the solution.
	Fieldglass	Please see the Fieldglass Security and Hosting Overview provided in the Supplemental Information section of this response.
	Hanna	Communication between data centers is via VPN or MPLS; VPN is encrypted by default and MPLS can be encrypted as well. Internet facing customer systems are protected by perimeter protection systems using technologies such as web application firewall (WAF) or intrusion prevention systems (IPS). Perimeter protection systems operate by monitoring traffic and blocking attaches towards SAP HANA Enterprise Cloud customer systems.
	Hybris	Both IDS and IPS are included the SAP Hybris Commerce, Cloud Edition The security infrastructure includes firewall security and hardened security policies on all servers. Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. SAP Hybris utilizes technologies from leading security firms for Log Management and File Integrity Management. SAP Hybris employs two-factor authentication across its network. SAP Hybris undergoes vulnerability and penetration testing. SAP Hybris validates against requirements for PCI DSS 2.0. The infrastructure also includes Web Application Firewalls and DDoS Mitigation Services. In addition, security policies and change management policies are in-place ensuring that all access and changes to customer systems and information is accessible only by SAP Hybris staff with access authorization. Security of the software application which is controlled by the Customer (or its implementation partner) remains the responsibility of the Customer.
	SuccessFactors	Technologies and measures used to help protect the security of customer data include: Redundant firewalls in a dedicated environment Network intrusion detection to help guard against attacks by monitoring all data center traffic around-the-clock and notifying operations and security teams in the event of an imminent threat Vulnerability scanning to proactively test internet-connected web servers by searching for weaknesses in the same way that a hacker would

		Penetration testing at least annually Security teams monitoring the infrastructure 24x7x365 Any security issues discovered are reported in real time to information security staff and IT management, entered into our ticketing system for follow-up investigation, and tracked to resolution. All actions taken to resolve the problem are documented, allowing all problems to be tracked to completion. We provide application level memory separation between each client instance as well as data level segmentation and separation with each customer's data residing in its own schema and table space at the database tier. The database tier provides isolation and security of data, and the use of application clustering provides availability, reliability and scalability. Each customer's data is maintained in a separate database schema with its own discrete set of tables, facilitating a high degree of data isolation thus preventing potential for data segmentation breaches Flexibility to backup individual customer table spaces without affecting adjacent customers Each schema has separate authentication credentials and assigned resource profile to restrict access rights and resource consumption
VMware	The VMWare Approach to Compliance Many organizations have initiatives to virtualize their Information Technology (IT) infrastructure, or to move to a Cloud Computing model. However, these initiatives are often complicated by the increasing number of regulatory compliance requirements, which require protection of data such as PCI, HIPAA, FISMA, DIACAP, FedRAMP, GLBA, and other State and Federal requirements. Organizations are increasingly concerned with the complexity, risk, and impact that a new technology can bring to their existing environments. VMware addresses these challenges by establishing a Compliance Reference Architecture Framework (RAF) that provides a consistent method for VMware, its partners, and customers to assess and evaluate the impact of regulations on virtual and cloud environments. The intent of the RAF is to provide a single framework for VMware, its partners, and organizations to address a variety of compliance requirements across an IT infrastructure. We designed our security architecture using a defense-in-depth approach to implement multiple layers of security throughout the SaaS environment and to mitigate any potential attacks through multiple safeguards, including: • Access control mechanisms, firewalls, anti-virus/malware software, auditing mechanisms, network controls, maintaining defined configuration settings, etc. We perform regular internal scans to assess the vulnerability of our internal network.	
FireEye	All data is stored within locked and monitored cages in secure data centers. Customer data is restricted to a need to know basis. Data is logically tagged and virtually segregated in our cloud services. Access is managed and only given to those with need to know including internal employees and customers.	
VirtueStream	All data for this environment will remain in the United States. Customers can elect Intel's TxT technology to demonstrate geo-fencing of data to specific data centers. Virtustream data centers are physically accessible by designated employees and approved employees only. Virtustream employees who are assigned to the data center are issued a proximity card which is required to access the data center. Once inside, physical access to the data processing areas is further restricted to specific employees. Physical access to the data processing areas is protected by biometric locks on the doors. Data center personnel maintain a list of all approved personnel who have access to the data center offices and who have access to the data processing areas. Virtustream offers security solutions which customers can select to protect their data while in transit and at rest. Customers are responsible for the protection of their data within their customer	

	zone. Virtustream does not process, store, or disseminate customer data within the Virtustream-controlled management zone. Virtustream invokes a defense-in-depth model for monitoring the management zone with tools such as Splunk, Trend Micro, Fortinet, and Tenable. These tools are available for customers to select as a managed service.

8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

CA	APM	All personnel with access to client data undergo annual, mandatory security training and are covered under the CA Technologies NDA. Violations of security policies are grounds for termination. All access to data and other resources used to deliver the service are granted under the least principle.
	MAA	Customer accounts are password protected, and users can only access their data in their accounts. System administrators have access to MAA servers, and database administrators have access to database servers. Account access is reviewed periodically.
	CA Agile	All customer data is treated as confidental and as a policy we do not access customer data without explicit written consent. Access to systems containing customer data is restricted to our Operations Team according to our Elevated Permissions Policy.
	ASM	Customer accounts are password protected, and users can only access their data in their accounts. System administrators have access to ASM servers, and database administrators have access to database servers. Account access is reviewed periodically. All data on CA laptops are encrypted and a PIN is required to boot.
AODocs	The data stored in Google AppEngine are backed up every day. The application is hosted on Google Cloud Platform infrastructure and benefits from the network security.	
Virtru	See 'Virtru Security Policies and Procedures' and 'Virtru Privacy Policies and Procedures'	
Salesforce	Logical Access Control Salesforce provides contractual assurance to its customers that the data hosted in the Salesforce Services will be kept confidential and not accessed except under narrow circumstances (such as a support issue) and only for a set amount of time chosen by customer. In such circumstances, we will access your org only with prior approval and subject to a Non-Disclosure Agreement (NDA). To protect against access through the application, Salesforce employees don't have access at the application level for any customers, unless the customer grants access through the “login as” feature. Access to the production environment infrastructure is restricted to a very limited number of full-time Salesforce employees required to manage the service. Salesforce's Technical Operations team and Release Managers have logical access to servers. These employees must authenticate to the production environment via a secure server (Secure Global Desktop) using 2 points of RSA two-factor authentication. This tool provides pixel data only to these administrators. Systems access is role-based and controlled and logged. DBAs do not have login access to customer's instances (org) and do not see customer data in an assembled manner. They manage the system in aggregate-performance tuning, allocating space, building indices, etc. The Oracle tables and rows in our infrastructure do not reflect the view of a single customer instance (org) since we are multi-tenant and the data is spread across multiple disk arrays.	

	Database administrator account activity is logged. These logs are sent to the security information and event management (SIEM) system. These database activities logs are reviewed for appropriateness by the Computer Security Incident Response Team (CSIRT) team on a regular basis. This log data is also available as a forensic audit trail to support CSIRT during incident investigations. A customer's instance (org) of Salesforce is an aggregate of the raw data. The data model is very complicated, normalized, and the rows are identified by base62 encoded keys (primary and foreign). Re-establishing data ownership and a business context for the data would be very difficult to do at the database level. In order to reassemble any given customer's application (org), someone would need access to our source code in order to reassemble the raw data in a manner that could be interpreted and understood, and would need the entire set of tapes or disks/arrays supporting a given Instance, as the data for any one customer is spread across several tapes/disks. Data center engineers with physical access to the servers do not have logical access to the production environment and administrators with logical access to the systems do not have physical access to the data centers.	
ServiceNow	ServiceNow applies the same data classification for all hosted customer data. ServiceNow does not inspect or monitor its customers' information and therefore has no ability to sub-classify customer data. The overriding requirement of the assigned classification is that customer data remains hosted in the private cloud until the customer terminates their subscription. It is never stored anywhere apart from the private cloud. Customers remain the data owner and data controller for all data placed into their instance. ServiceNow does not examine, inspect, monitor or analyze customers' data. Customers apply access controls to restrict access to data within their instances based on their own requirements and needs, including their own data classification.	
QTS	The customer will be assigned one or more Org Administrators. All users will be configured with RSA AD two-factor Risk Based authentication as a requirement for cloud portal access.	
SAP	Ariba	We participate in the following national and international standards committees: WebTrust: (2001 - current) The Security, Availability, Processing Integrity and Confidentiality of our applications are based on the Trust Services Principles now incorporated into the SSAE16/ISAE 3000 SOC 2 standards SSAE16: (formerly SAS 70) certification: (Since 2011) ISAE 3402: (The International Standard on Assurance Engagements since 2014) every six months we undergo a rigorous ISAE 3402 audit by independent auditor PricewaterhouseCoopers (PwC) Payment Card Industry (PCI) Data Security Standard (DSS): (Since 2008) we have adopted and adhere to the PCI-DSS). PCI certification and compliance with the Visa USA Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) program Safe Harbor: (Since 2007) Current on the Safe Harbor list for ""Online Data"" for the ASN and Cloud Solutions/Services A firewall separates the Ariba corporate network from Ariba infrastructure computers. Therefore, unauthorized Ariba employees cannot access Ariba data from the Ariba corporate network infrastructure. Access is limited to specific roles or functions within Ariba Operations. Additionally, access is managed on an "exception" basis whereby personnel need clearance to be

		authorized. Access is time-limited, after which time re-authentication is required. Internally, we have deployed an active monitoring system tied back to Human Resources. Logical access management reports are rolled up monthly and are part of the monthly Privacy & Security board review. All logical access management is subject to review and audit under ISAE 3402 assurance every six months and annually under PCI DSS certification. Wireless technology is not allowed within the production operations infrastructure where customer data is received, processed and stored. All corporate laptops are whole disk encrypted. All approved portable devices are encrypted and have a phone home capability which allows them to be wiped remotely.
	Fieldglass	Fieldglass has the following categories for classifying information: Confidential - This is the information that Fieldglass and end users have a legal, regulatory and/or contractual obligation to protect or information that unauthorized disclosure, compromise, or destruction that results in severe damage, provides significant advantage to a competitor, or incurs serious financial impact to Fieldglass and/or our customers. Fieldglass will not disclose to a third party without signing a nondisclosure agreement requiring the third party to protect such information. Internal Use - This is information that, due to a technical or business sensitivity, requires special precautions to ensure the confidentiality and integrity of data by protecting it from unauthorized access, modification or deletion. This information is intended for use only within the company and must be limited to end users who are employed by Fieldglass or individuals that have a business requirement to access the data and have signed a non-disclosure agreement. Public - This information has been made available for public distribution through authorized company channels. Public information does not require special protection. It is information that can be disclosed to anyone without violating an individual's right of privacy. Knowledge of this information does not expose Fieldglass to financial loss, embarrassment, or jeopardize the security assets. Laptops Every Fieldglass laptop issued to employees and contractors have a DLP agent installed that cannot be modified. This agent detects whether customer data or the Fieldglass source code is being copied externally. Monthly access reviews are conducted by product and file share owners to ensure access is limited to a need-to-know basis. Privileged user account access is also monitored on a weekly basis.
	Hanna	SAP treats all customer data stored in cloud solutions from SAP as "Confidential" according to SAP's data classification standard. Personal Data is subject to strict security and legal requirements in the legislation of several countries, for example handling of Personal Data is regulated in the European Union (EU) Data Protection Directive and

		corresponding national laws. At SAP intercompany agreements exist, to ensure that these requirements are met in all SAP companies and branch offices throughout the world. Similar data protection agreements were executed with all subprocessors. Personal data must be classified as equally confidential regardless of whether it relates to employees, customers or third parties.
	Hybris	The security infrastructure includes firewall security and hardened security policies on all servers. Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. SAP Hybris utilizes technologies from leading security firms for Log Management and File Integrity Management. SAP Hybris employs two-factor authentication across its network. SAP Hybris undergoes vulnerability and penetration testing. SAP Hybris validates against requirements for PCI DSS 2.0. The infrastructure also includes Web Application Firewalls and DDoS Mitigation Services. In addition, security policies and change management policies are in-place ensuring that all access and changes to customer systems and information is accessible only by SAP Hybris staff with access authorization. Security of the software application which is controlled by the Customer (or its implementation partner) remains the responsibility of the Customer.
	SuccessFactors	We are aligned with ISO 27001 for Information Security, BS 10012 for Data Protection, and ISO 20000 for Service Delivery to create an Integrated Compliance Framework ("ICF"). Where these standards overlap in subject matter, Information Security ISO 27001 takes precedence. Our Network also complies with Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor.
VMware	VMware monitors for security events involving the underlying infrastructure servers, storage, networks, and information systems used in the delivery of vCloud Air over which VMware have sole administrative level control. The goal of this process is to identify security incidents and respond to them proactively. This responsibility stops at any point where customers have control, permission, or access to modify any aspect of the service offering. The customer is responsible for the security of the networks over which they have administrative level control. This includes, but is not limited to, maintaining effective firewall rules, exposing communication ports that are only necessary to conduct business, locking down promiscuous access, and other such capabilities. Proactive Security Monitoring over Internet and Social Media (e.g. searching filesharing sites for customer data, seeding data with honey tokens) VMware security teams perform OSINT monitoring on the Internet for all VMware products and services. This includes harvesting data from search engines, le sharing, and social networking sites. This data is analyzed for keywords and other specific indicators. With regards to potential data leaks, the customer is solely responsible for protecting the security of his or her content, including any access provided to employees, customers or third parties. vCloud Air provides certain software and functionality to help protect content from unauthorized access such as firewalls, load balancers, and IPsec VPNs. Customers are encouraged to deploy additional security mechanisms similar to what exists in their current data center to address other security controls such as data encryption, intrusion detection, le integrity monitoring, and other such concerns relevant to the sector and regulatory requirements that apply to the specific business of a customer.	

FireEye	FireEye has mature and well documented security and privacy programs. The programs include third party certifications for SSAE 16 SOC 2, and FedRAMP certifications, Model clauses, Privacy and Security Standards among others. The data that FireEye receives is only in conjunction with the malware analysis. Our data protection standards includes prevention of exposure to unauthorized personnel and managing and reviewing all access to systems (not just for admin) quarterly or when employees have a role change. FireEye has standards for hardware and software such as gold images for all operating systems and hardened systems, these are managed and distributed centrally. It also includes supported and managed configurations of hardware and software on mobile devices and acceptable use policy for all FireEye resources.
VirtueStream	Customers are responsible for the protection and confidentiality of data within their application and/or system which resides on the Virtustream IaaS. Virtustream customers are logically separated via VLAN and VRF technologies which ensure that different customers' data is not accessible and cannot be altered. Customers are responsible for controlling access to their data. Virtustream does not have direct access to customer data within their customer zone. Virtustream employees who are assigned to IaaS must pass a Virtustream background investigation. In addition, Virtustream employees assigned to the IAAS must adhere to any requirement by customers to pass federal, state, or local background investigations if they are to provide managed services to the customer zone. Virtustream offers an encryption at rest and encryption in transit managed service. This provides an additional level of protection for customer's data within their VLAN, All Virtustream employees with access to the IaaS are required to have hard drive encryption on their laptops. Virtustream performs quarterly privileged user access reviews.

8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp), and certifications relating to data security, integrity, and other controls.

CA	APM	AWS EC2 datacenters annually undergo SOC 3 audits.
	MAA	CA MAA is certified for SOC 2 Type 1 Security Audit.
	CA Agile	N/A - we are working towards a NIST 800-53r4 certification but that is not yet complete.
	ASM	Rackspace datacenters annually undergo various certification including SOC 3 audits. The application currently does not hold a Soc 2 attestation.
Google	SOC 1 (SSAE 16) SOC 2 SOC 3 ISO 27001 ISO 27018 FedRAMP	
AODocs	AODocs is certified SOC2 Type 2	
Virtru	Vulnerability Scan and Penetration Testing by Cigital and FedRamp In Process sponsored by US Department of Interior	
Salesforce	Salesforce has comprehensive privacy and security assessments and certifications performed by multiple third parties. The following audits and their frequencies are performed: ISO 27001 - Annually (3 year certification) PCI-DSS - Annually FedRAMP - Annually SOC 1 (SSAE16/ISAE 3402, previously SAS 70) - Twice a year SOC 2 & SOC 3 - Twice a year Copies of our SOC reports can be provided to your Agency upon request and under NDA.	

	Under NDA, your Agency can also be provided Salesforce's complete FedRAMP Authority to Operate (ATO) package, which contains the following security assessment documentation: 01 - Salesforce Government Cloud System Security Plan 02 - Salesforce Government Cloud System Security Plan - Tracked Changes 03 - Salesforce Government Cloud Attachment 1 - Control Tailoring Workbook (CTW) 04 - Salesforce Government Cloud Attachment 2 - Control Implementation Summary (CIS) 05 - Salesforce Government Cloud Attachment 3 - PTA and PIA 06 - Salesforce Government Cloud Attachment 4 - E-Authentication 07 - Salesforce Government Cloud Attachment 5 - FIPS 199 Categorization 08 - Salesforce Government Cloud Attachment 6 - User Guide - Customer Configurations 09 - Salesforce Government Cloud Attachment 7 - Hardware, Network, and Software System Inventory 10 - Salesforce Government Cloud Attachment 8 - Customer Responsibilities 11 - Salesforce Government Cloud Rules of Behavior - Ground Rules for Security Success 12 - Salesforce Government Cloud Disaster Recovery Plan 13 - Salesforce Government Cloud Incident Response Plan 14 - Salesforce Government Cloud Configuration Guide 15 - Salesforce Government Cloud Continuous Monitoring Plan 16 - Salesforce Government Cloud Security Assessment Plan 17 - Salesforce Government Cloud Security Assessment Report (SAR) 18 - Salesforce Government Cloud Table 4.1 SAR 19 - Salesforce Government Cloud Test Cases (SRTM) 20 - Salesforce Government Cloud POA&M	
ServiceNow	•ISO/IEC 27001:2013 BrightLine Certificate Number 1980700-4 (see supplemental information section for official certificate) •SSAE 16 SOC 1 Type 2 (available under NDA) •SSAE 16 SOC 2 Type 2 (available under NDA) •FedRAMP Compliant	
QTS	QTS maintains control mappings that include: • NIST 800-53/FedRAMP (Low/Moderate/High) • DOD IT RMF/DIACAP (MAC I/II/III Sensitive & Public) • HIPAA-HITECH-Omnibus • PCI-DSS • ISO/NATO • CNSS/ICD/DCID/NISPOM	
SAP	Ariba	As assurance collateral, we can provide the BITS SIG and CSA Cloud Service Provider Questionnaire, Our ISAE 3402 SOC 1 Type II, SOC 2 and SOC 3 reports as well as the Attestation of Compliance for PCI DSS are signed by our qualified security assessor and management.
	Fieldglass	Independent third-party auditors conduct annual audits for the following: • ISO 27001 • SSAE 16 SOC 1 and SOC 2
	Hanna	Please see response 8.6.1
	Hybris	
	SuccessFactors	We have various third party certifications including ISO 27001 and BS10012.

VMware	VMware IaaS Services The International Organization for Standardization (ISO) has developed he ISO 27001 standard which defines an information security management system (“ISMS”) as a systematic approach to managing sensitive company information so that it remains secure. It includes an organization’s people, processes and IT systems and the application of a risk management process. vCloud Air has established and implemented an Information Security Management System (ISMS) based on ISO 27001 standards to manage risks relating to confidentiality, integrity, and availability of information. vCloud Air engages an independent third party auditing firm on an on-going basis to validate vCloud's air adherence to the ISO 27001 standard. An ISO 27001 certificate is issued if the auditing firm has validated adherence to the standard. VMware IaaS Services The International Organization for Standardization (ISO) has developed he ISO 27001 standard which defines an information security management system (“ISMS”) as a systematic approach to managing sensitive company information so that it remains secure. It includes an organization’s people, processes and IT systems and the application of a risk management process. vCloud Air has established and implemented an Information Security Management System (ISMS) based on ISO 27001 standards to manage risks relating to confidentiality, integrity, and availability of information. vCloud Air engages an independent third party auditing firm on an on-going basis to validate vCloud's air adherence to the ISO 27001 standard. An ISO 27001 certificate is issued if the auditing firm has validated adherence to the standard. VMware IaaS Services The International Organization for Standardization (ISO) has developed he ISO 27001 standard which defines an information security management system (“ISMS”) as a systematic approach to managing sensitive company information so that it remains secure. It includes an organization’s people, processes and IT systems and the application of a risk management process. vCloud Air has established and implemented an Information Security Management System (ISMS) based on ISO 27001 standards to manage risks relating to confidentiality, integrity, and availability of information. vCloud Air engages an independent third party auditing firm on an on-going basis to validate vCloud's air adherence to the ISO 27001 standard. An ISO 27001 certificate is issued if the auditing firm has validated adherence to the standard. vCloud Government Service (IaaS): FedRAMP Provisional Authority: VMware vCloud Government Service, provided by Carpathian, now has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB). FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. This approach uses a ""do once, use many times"" framework that can reduce government organizations' costs, time, and staff required to conduct redundant agency security assessments. U.S. government agencies can now leverage vCloud Government Service to meet the stringent security and privacy requirements of FedRAMP.
FireEye	We have SSAE 16 SOC 2 Type 2 certification for specific cloud services, and associated datacenters. FireEye currently has a FedRAMP ATO for ETP and are in process for full FedRAMP, and ISO 27001 certification.
VirtueStream	Security is the foundation of our business. Virtustream's xStream™ cloud software assists our customers to meet mandatory Legislative requirements, and achieve and maintain FedRAMP, FISMA Moderate, PCI-DSS, SSAE16/SOC2/SOC3, ISO 27001/9001/22301, HIPAA, NIST 800-53, CSA STAR and other leading cloud certifications and compliance frameworks in the customer's own environment (when coupled with identified operational and management controls).

8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

CA	APM	CA has various log monitoring tools that help us keep track of live production systems in order to understand load vs. resource utilization vs. performance. CA along with AWS monitors the service and provides real time alerting when systems suddenly die, or when system loads or response times approach critical thresholds. Logs are kept for forensic examination and identification of trends in order to proactively ensure stability.
	MAA	CA MAA servers log all activity, and data retention is anywhere from 14 to 180 days depending on the component and volume of logs generated
	CA Agile	All systems are required to send logs to a centralized log server. At a minimum log data must contain timestamps, usernames, IP Addresses, and query parameters.
	ASM	ASM servers log all activity, and data retention is anywhere from 30 days to 1 year depending on the application and volume of logs generated.
Google	This is largely the responsibility of the customer. Google's obligations, as described in 8.6.4, are to ensure there is no unauthorized access of Customer data. Customers are responsibility for ensuring their end users use the service according to the Customer's acceptable use policies. During the onboard process, Customers will be assisted in the configuration controls that are included to enforce acceptable use and security policies and trained in how to maintain oversight on the ongoing usage of the services in scope.	
AODocs	AODocs does not manage the authentification. The authentification is managed by Google.	
Virtru	See 'Virtru Security Policies and Procedures'	
Salesforce	Salesforce Infrastructure Logs Salesforce internal infrastructure logs are collected by various monitoring tools for activities on the systems that host Salesforce, and include: Server access Network access Firewall management events Network intrusion detection systems traffic Cache Database File integrity Network device configuration Anti-virus detection Log events are correlated to generate alerts. Alerts are configured to notify the Technical Operations and Computer Security Incident Response Team (CSIRT) teams. Security alerts require acknowledgement and follow up, if appropriate by the CSIRT. Firewalls and IDS systems are configured with automated syslog notifications for key events. Logs are archived and are currently stored for a minimum of (1) one year. NOTE: These logs are not available to customers. Customer Auditing Capabilities Within Salesforce, the creator and last updater, as well as timestamps, are recorded for every record. Additionally, the Salesforce Platform and Salesforce Applications have a multitude of history tracking and auditing features that provide valuable information about the use of an	

	organization's applications and data, which in turn can be a critical tool in diagnosing potential or real security issues. Auditing features include: Record Modification Fields - All objects include fields to store the name of the user who created the record and who last modified the record. This provides some basic auditing information. Login History - You can review a list of successful and failed login attempts to your organization for the past six months within Salesforce. Field History Tracking - You can also enable auditing for individual fields, which will automatically track any changes in the values of selected fields. Although auditing is available for all custom objects, only some standard objects allow field-level auditing. Setup Audit Trail - Administrators can also view a Setup Audit Trail for the past six months within Salesforce, which logs when modifications are made to your organization's configuration. This trail can be downloaded into Excel or as a csv file. While the Login History and Setup Audit Trail are available for six months within Salesforce, audit trails can be downloaded and stored locally to meet longer audit log retention requirements. Detailed application logs can be used for forensics investigations by customers. These logs are stored for 12 months and are available for a fee. Event Monitoring (Additional License Option) In addition to Salesforce's core auditing capabilities, Salesforce also offers Event Monitoring as an additional license option. Your Agency can use event monitoring to discover how often and at what times your users are logging in to and out of your organization. This includes insight into what Salesforce applications are being adopted by users, who is logging in and from where, what pages users are viewing, what reports users are running and exporting and other aspects of application usage. This capability helps you discriminate between valid and invalid login requests and also track user login patterns for future reference. Not only can your Agency now better understand how your apps are being utilized, you can also monitor if users download large amounts of data that might put your agency at risk. In addition, your Agency can also determine if an employee is unnecessarily downloading sensitive customer/citizen information, pinpointing the exact time and location of that event. Event Monitoring is delivered as an API-first feature and there are Salesforce partners with visualization tools available. Use the SOAP API and REST API resources to retrieve event log files that contain information useful for assessing organizational usage trends and user behavior. Because event log files are accessed through the Force.com SOAP API and REST API, you can integrate log data with your own back-end storage and data marts so that you can correlate data from multiple organizations and across disparate systems easily. When using event monitoring, keep the following in mind: - In the unlikely case where no log files are generated for 24 hours, contact Salesforce. - Log data is read-only. You can't insert, update, or delete log data. - Use the EventType field to determine which files were generated for your organization - LogDate tracks usage activity for a 24-hour period, from 12:00 a.m. to 11:59 p.m. UTC time. - An event generates log data in real time. However, log files are generated the day after an event takes place, during nonpeak hours. Therefore, log file data is unavailable for at least one day after an event. - CreatedDate tracks when the log file was generated.

	- Log files, represented by the EventType field, are only generated if there is at least one event of that type for the day. If no events took place, the file won't be generated for that day - Log files are available based on CreatedDate for the last 30 days when organizations purchase User Event Monitoring or one day for Developer Edition organizations. Businesses desire certainty that their data is accurate, complete and reliable, enabling them to meet stringent industry regulations. With Field Audit Trail, customers can track changes at the field level for up to ten years and set different policies for each Salesforce object to ensure data is purged when no longer needed. Life sciences companies running clinical trials in Salesforce, for example, can now maintain a complete audit trail of patient data so they can safeguard the integrity of clinical trial results and comply with FDA regulations. - All event monitoring logs are exposed to the API through the EventLogFile object, however there is no access through the user interface. Event monitoring can be used with 28 different file types: Apex Callout, Apex Execution, Apex SOAP, Apex Trigger, API, Async Report, Bulk API, Change Set Operation, Content Distribution, Content Document Link, Content Transfer, Dashboard, Document Attachment Downloads, Login, Login As, Logout, MDAPI Operation, Multiblock Report, Package Install, Report, Report Export, REST API, Salesforce1, Adoption (UI Tracking), Sandbox, Sites, Time-Based Workflow, URI, Visualforce. Event Monitoring Transaction Security Transaction Security policies give your Agency a way to look through events in your organization and specify actions to take when certain combinations occur. A transaction security policy consists of events, notifications, and actions. Transaction Security monitors events according to the policies that your Agency sets up. When a policy is triggered, you can receive a notification and have an optional action taken. For example, suppose that you activate a policy to limit the number of concurrent sessions per user to three. A user with three login sessions tries to create a fourth session. Your Agency can require a user to end one of their existing sessions before proceeding with the new session. At the same time, you are notified that the policy was triggered.
ServiceNow	The ServiceNow application writes detailed log information that is stored in tables within a customer's instance. As this is customer data in a customer's instance, ServiceNow does not attempt to monitor or view this data unless specifically requested by a customer. As a result the customer is responsible for monitoring the contents of these logs files. The log data is protected in the same manner as all other customer data. Event logs can also be configured to feed into a customer's environment via ServiceNow's Syslog probe allowing the logs to be stored within the customer's environment in a syslog repository or SIEM and retained according to the customer's requirements. ServiceNow's application logging includes verbose transaction logs, these logs are retained within the instance for 30 days. Event logs are stored for seven days and audit histories are retained indefinitely in the instance. Transaction logs represent every click, view, and system event that occurs in an instance and as a result, will grow very large, quickly. They provide a level of detail that is frequently used for troubleshooting issues with an instance. They can also provide detailed intelligence on the behaviors within an instance. These logs can be downloaded to customers' environments, if they need to be retained for longer than 30 days. The event logs on the other hand are less granular; they will include the creation of an incident, or deletion of problem, or any one of the 250 standard events. They may also contain customer

	created events. There are a number of security events as well, including successful login, failed login, security privilege escalation, and viewing of a table. These events can either be monitored manually, generate an Incident based on a parameter or when metric is reached; such as failed logins per minute. The final aspect of logging is the audit history. Audit history may be turned on for any particular table or field. The audit log table then maintains a record of who made changes when to a table or field and what they changed.
QTS	All account activities are logged including account creation, modification, disabling and termination. Logs are monitored and notifications are sent for abnormal activity. Splunk Enterprise is used as the centralized audit log monitoring tool to centrally collect, analyze and reduce the amount of audit logs. As referenced in IT_PRO_07_Audit_and_Accountability_Procedure (v1.0 – 1/20/14), on-site network and security operations monitoring coverage and audit management process; to include analysis, reporting, and alerting into a central repository provided by a highly available Splunk logging service. Splunk logging service supports QTS cloud information systems for organizational–wide situation awareness. Splunk provides built-in capabilities to filter, normalize, and correlate the large amounts of data produced by QTS cloud, and then allows QTS's support staff to use Splunk's built-in capabilities to data mine, log mine, and run pre-developed and ad-hoc reports against the result sets obtained during the data and log mining sessions. Logs are centrally correlated and reviewed from devices across QTS cloud Hosting Environment by QTS's Systems Engineer or designee. Specific report categories include: •Authentication and Authorization Reports • Systems and Data Change Reports •Network Activity Reports •Resource Access Reports •Malware Activity Reports •Failure and Critical Error Reports • Vulnerability Correlations Reports •Anti-Port Correlations Reports •Watch List Correlations Reports
VMware	VMware IaaS Services In accordance with our ISO and SOC commitments, change-related activity, including administrative actions, performed on the management infrastructure layers supporting vCloud Air are monitored and logged to a centralized logging server for a minimum of 1 year. Infrastructure logging is in place for customer interactions with the vCloud Air management and administrative consoles. These logs are only for the management and administrative interfaces. These are not in place for monitoring of individual customer VMs installed within the customer tenant org. Limited logging and activity reporting are available from customer tenant environments, with more detailed reporting, auditing and logging capabilities introduced Q4-2014. VMware AirWatch To enable user accountability, we have full auditing capabilities on all environments in the AirWatch Cloud. Customers can use the built-in event log, customizable dashboards, integrated reporting engine and AirWatch Hub to audit the web console and end-user actions. For the SaaS environment logs, our Information Security Team helps ensure that systems generate audit records containing information that establishes what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event, and the identity of any individuals or subjects associated with the event.
FireEye	FireEye auditing and log review procedures are based on industry best practices and in accordance with regulatory, statutory, contractual and business requirements. Detailed audit

	records (User ID, date, time, type of event, successful/unsuccessful attempts or access secured files and protect the contents of audit trails against unauthorized access, modification or deletion.
VirtueStream	Virtustream offers logging as a managed service to customers as optional solution. The types of services and devices are specified by the customer and a monthly report is delivered to the customer.

8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

CA	APM	Users of the Portal are divided into two types: Internal users (for publishers of the API) and External users (for developers). There are a number of pre-defined roles for both Internal and External users that inherit functionality in a hierarchical manner. Portal has RBAC built in that allows you to grant access to different functionality for different users. For example, you can assign a user to role that only allows them access to update content, or access apps but not create them.
	MAA	CA utilizes IaaS vendor to host the service with strict access controls in place. CA SaaS InfoSec team manages users and their associations with groups within LDAP Directory and conducts periodic access reviews to conform to governance requirements.
	CA Agile	Our databases are shared but logically segregated. We ensure logical security of access to customer data by implementing access restrictions between subscriptions and roles within those subscriptions to assure adequate segregation of data. There is a plugin available in the unlimited edition that allows the administrator to limit access to the application based on IP address.
	ASM	Only Public Status Page (PSP) data is stored in the cloud, and PSP web pages are accessible by anyone. PSP data is only sent to the cloud if the customer enables this feature, and they can decide which data is made public.
Google	If Google becomes aware of a Data Incident, Google will promptly notify Customer of the Data Incident, and take reasonable steps to minimize harm and secure Customer Data. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address provided by Customer in connection with the Agreement or, at Google's discretion, by direct communication (e.g., by phone call or an in-person meeting). Customer acknowledges that it is solely responsible for ensuring the contact information given for purposes of the Notification Email Address is current and valid, and for fulfilling any third party notification obligations. Customer agrees that "Data Incidents" do not include: (i) unsuccessful access attempts or similar events that do not compromise the security or privacy of Customer Data, including pings, port scans, denial of service attacks and other network attacks on firewalls or networked systems; or (ii) accidental loss or disclosure of Customer Data caused by Customer's use of the Services or Customer's loss of account authentication credentials. Google's obligation to report or respond to a Data Incident under this Section will not be construed as an acknowledgement by Google of any fault or liability with respect to the Data Incident.	
AODocs	The AODocs-specific data stored in the Google App Engine Datastore relies on a built-in multi-tenancy feature named "namespace", which define virtual "silos" within the AODocs database. Each customer is assigned a specific namespace (which is in fact the customer's primary Google Apps domain name), and all the customer's data is stored within this namespace.	
Virtru	Key material is encrypted prior to storage, and those keys are backed by HSM. Decryption occurs only for authenticated users	
Salesforce	The multitenant architecture and secure logical controls address separation of customer data. There are no dedicated servers used for individual customers. The Salesforce Services infrastructure is divided into a modular architecture based on "Instance". Each Instance is capable	

	of supporting several thousand customers in a secure and efficient manner. Services are grouped within each Instance; with app, search, and database elements contained. There are appropriate controls in place to ensure that any given customer's org (application) is not compromised. The service has been designed to accomplish this and is robustly tested on an ongoing basis by both Salesforce and its customers.	
ServiceNow	ServiceNow includes built in Role Based Access Control (RBAC) that is based on users, groups and roles. The entitlements granted to users are built from fine grained Access Control Lists (ACLs). ACLs can be built from individual entitlements that include read, write, create, execute and delete as well as a number of other individual attributes. The attributes that are available also vary, depending on the type of object being secured. Customers have full control of the entitlements granted to each of their users and integration with customer side directory service is possible through the use of users, groups and group memberships.	
SAP	Ariba	Within our solution, specific logging takes place that is viewable by the customer administrator or their designee. Audit logs produced through use of the solution are considered customer data and are maintained within the customer's instance of the database. These logs are retained so long as the customer has an active contract with us. As a user control consideration, customers are responsible for monitoring the proper entry of data to the solution and reviewing reports generated by the system.
	Fieldglass	The Fieldglass Audit Trail tracks a date/time stamp for each user as they log in and out of the application. Likewise, Fieldglass tracks a date/time stamp and owner of every transaction that is created, submitted and approved through the application. Similarly, actions that occur within the reporting tool are also tracked, including when reports are created and run and by whom. The audit trail log is visible by the State of Utah program office. Audit trail reports can be created with Fieldglass' ad hoc reporting.
	Hanna	SAP has Security Information and Event Management systems (SIEM) for analysis, reporting and alerting. All critical systems and infrastructure components within the SAP Cloud need to log relevant data, which is stored for a minimum of six (6) months. This is ensured via the security configuration compliance checks and event monitoring. General security monitoring is performed 24x7 for all activities. Resulting warnings and alerts are processed via ticketing system and critical events are handled according to the Incident Management Process.
	Hybris	Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. hybris utilizes technologies from leading security firms for Log Management and File Integrity Management.
	SuccessFactors	The application logs the following for every transaction: Event/transaction Time, Transaction ID, Event/transaction Type, Event/transaction Status (Result of the event; if failure, includes reason), Object Attributes (Describes the object affected by the event), Originator User ID (ID of the user who initiated the event or action), Subject ID, Process User ID, Account Number, Transaction Specific Elements. The application audits changes to the major components. Examples of this are goal auditing and document auditing. The audit trail includes who made the

		change, the date of the change and the ability to see the data as it existed at that point in time. The data in the audit log can be viewed with appropriate permissions. We also provide an optional Audit Framework for additional audit logging capabilities. All audit logs within the application are accessible only by customers. Therefore, the review of application audit logs as well as retention periods for the application audit logs are the customer's responsibility, and can be determined as per requirements. To detect unauthorized information processing activities, systems are monitored and all information security events are recorded. Operator logs and fault logging are used to information system problems are identified. We comply with all relevant legal requirements applicable to its monitoring and logging activities. All system logs are created with "write-once" technology so that they cannot be altered or overwritten. All system logs are maintained for a minimum of 90 days on-line and a minimum of 13 months near-line. Inter host communications are secured by multiple layers of defense including segmented separate VLANS, restricted protocol sharing, multiple levels of stateful firewalls, HOST and NETWORK IDS/IPS and constant vigilant monitoring and testing. In addition, our Operations Team maintains detailed system logs. Our internal system logs successful and unsuccessful requests for access, and our team monitors all system logs for any errors or unusual activity. Activities are logged and reviewed by various mechanisms such as: RSA, SysLog, NIDS, HIDS, OSSIM and database logging. The system logs are not made available to customers but are used to monitor the health of the application and facilitate a high level of performance. Alerts are responded to immediately and logs are analyzed daily for any issues or anomalies. The system level logs are written to servers in the data center then copied to our operations team on an as needed basis. Various logging mechanisms are used to monitor database administration activities. Logging mechanisms include: syslog, alert log and database auditing for the privileged role SYSDBA. All activities are logged under the SYSDBA role which including: start-up and shutdown of the data base, configuration changes to init.ora and also any queries/data extraction. We would be able to identify dba activities by manual review of the logs and database auditing to detect if client data querying has occurred. All audit logs are created with "write-once" technology so that they cannot be altered or overwritten. Controls aim to protect against unauthorized changes and operational problems with the logging facility including: Alterations to the message types that are recorded. Log files being edited or deleted. Storage capacity of the log file media being exceeded, resulting in either the failure to record events or over-writing of past recorded events.
VMware	The vCloud Air Terms of Service and Data Privacy Addendum's establish the line of demarcation between the responsibility of VMware and the customer as it pertains to data protection. In addition, security whitepapers are made available to customers to further illustrate these points or to establish transparency regarding the separation of responsibility between VMware and the customer for compliance programs such as HIPAA or PCI. Subscribers are able to use a VPN connection at multiple layers to maintain data security. For traffic in motion, VPNs can be created for a particular application and also for an entire virtual data	

	center. A site-to-site IPsec-VPN can also be established to securely tunnel the entire virtual data center back to the private data center. For data ""at rest"", subscribers are provided a role-based access control, whereby specified users are not exposed to the entire infrastructure and can be limited to a single or multiple virtual data centers. Further details of the controls in place to limit exposure of these groups to customer data is documented within the ATA 101 and SOC reports, available under NDA. vCloud Air has logically separated networks that restrict Tenant access to only their own private networks. The vCloud Hybrid Service has two offerings: The Dedicated Cloud option provides physically isolated and reserved compute resources from all other vCloud Hybrid Service tenants, as well as a private cloud instance. The Virtual Private Cloud option has a multitenant compute resource mode. Both services have logically isolated networking and storage that ensures secure resource separation. Customers have complete control over the file systems and databases they deploy within the service. Access is technologically enforced and employees are only authorized the level of access to information assets that is required to meet an approved business need or perform prescribed job responsibilities. • Administrative access is limited to only those users that explicitly require privileged access. Customers do not have direct access to the SaaS environment; rather, customers administer the solution via the Web console.
FireEye	Each of the FireEye offerings include strong access controls including role-based access. Only properly authorized individuals on a need to know basis are granted access to data.
VirtueStream	Virtustream does not have access to customer hosted data. Customers control access to their application or system which sits upon the IaaS. Customer would need to create the user in their own Active Directory to allow access by named users of Virtustream for specific system.

8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

CA	APM	CA Technologies documents a plan and associated procedures in case of an information security incident. The incident response plan clearly articulates the responsibilities of personnel and identifies relevant parties for notification. All security incidents will be investigated and triaged to understand where the vulnerability exists. Software vulnerabilities will be investigated by CA engineering teams; other vulnerabilities will be addressed by the SaaS Ops team in conjunction with AWS. Affected customers will be notified and given a remediation plan
	MAA	Clients are notified via email of any security incident that resulted in a data breach for that client promptly and no later than 5 days. A root cause analysis is then sent within 30 days. Meeting can be setup upon request.
	CA Agile	We have a defined Incident Handling Guide which outlines the process and responsibilities during breach investigation. Clients are notified via email of any security incident that resulted in a data breach for that client promoptly and no later than 5 days. A root cause analysis is then sent within 30 days. Meeting can be seutp upon request.
	ASM	Clients are notified via email of any security incident that resulted in a data breach for that client promptly and no later than 5 days. A root cause analysis is then sent within 30 days. Meeting can be setup upon request.
Google	Google's focus on security and protection of data is among our primary design criteria. Google data center physical security features a layered security model, including safeguards like custom-	

	designed electronic access cards, alarms, vehicle access barriers, perimeter fencing, metal detectors, and biometrics, and the data center floor features laser beam intrusion detection. Our data centers are monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders. Access logs, activity records, and camera footage are available in case an incident occurs. Data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training. As you get closer to the data center floor, security measures also increase. Access to the data center floor is only possible via a security corridor which implements multifactor access control using security badges and biometrics. Only approved employees with specific roles may enter. Less than one percent of Googlers will ever step foot in one of our data centers. Google operates a global, multi-tenant environment running the world's second largest IP data network providing customers with a low latency, high performing platform that runs 24x7. Hard Disks are assets that are tracked throughout its lifecycle at Google from arrival to final destruction. These disks are component parts that Google uses to build its own servers from other component parts including motherboards and a harden, highly customized version of Linux. Google uses a proprietary storage and processing mechanism that isolates processing of data in chrooted jails within a physical server. Access permissions restrict the ability for processes to interact between jails. In addition, tenant data is striped in chunks across many different drives with each chunk having its own access control list. This helps ensure that data is logically isolated between customers in storage and during processing. In addition to the inherent processing and storage mechanisms described above, Google's security controls including least privilege rights, logging and auditing have been implemented consistent with FedRAMP requirements
AODocs	Altirnao can use multiple notification channels to communicate incident updates to its customers: the AODocs status page (https://status.aodocs.com) provide status updates on all the AODocs services the AODocs customer mailing list, which can be used to send emails to the technical contacts of all AODocs customers the AODocs support platform, i.e. ZenDesk, which can be used to communicate with specific customers who have opened tickets.
Salesforce	Incident Response If negotiated into a final contract, Salesforce can promptly notify the Customer in the event Salesforce becomes aware of an actual or reasonably suspected unauthorized disclosure of Customer Data. Notification may include phone contact by Salesforce support, email to customer's administrator and Security Contact (if submitted by customer), and public posting on trust.salesforce.com. Salesforce maintains an Incident Response Plan and has an established Security Incident Response Process. During a security incident, the process guides Salesforce personnel in management, communication, and resolution activities. Government customers can report security incidents related to their Salesforce products and offerings via security_gov@salesforce.com. Salesforce will respond in accordance with the incident response process described above. Our incident response plan/process was created in accordance with FedRAMP moderate control requirements which include incident response requirements derived from NIST SP 800-53, NIST SP 800-61, and the FedRAMP Incident Communications Procedure.
ServiceNow	Unless notification is delayed by the actions or demands of a law enforcement agency, ServiceNow shall report to Customer the unauthorized acquisition, access, use, disclosure or destruction of Customer Data (a "Breach") promptly following determination by ServiceNow that a Breach occurred. The initial report shall be made to Customer security contact(s) designated in

	ServiceNow's customer support portal. ServiceNow shall take reasonable measures to promptly mitigate the cause of the Breach and shall take reasonable corrective measures to prevent future Breaches. As information is collected or otherwise becomes available to ServiceNow and unless prohibited by law, ServiceNow shall provide information regarding the nature and consequences of the Breach that are reasonably requested to allow Customer to notify affected individuals, government agencies and/or credit bureaus. Customer is solely responsible for determining whether to notify impacted Data Subjects and for providing such notice, and for determining if regulatory bodies or enforcement commissions applicable to Customer or Customer Data need to be notified of a Breach. See the "Data Security Guide" contained within the "Subscription Service Guide" included with this response for additional information.	
QTS	Security Incident handling capability and process is outlined in the following Incident Response related procedures and plans: •FED_PLN_01_Incident_Response_Plan (v1.2 – 4/09/14) •IT_PRO_29_QTS-FC_Incident_Response_Procedure (v1.0 – 1/17/14) •IT_PRO_18_ISSO_IRT_Incident_Response_Guidelines_Procedure (v1.2 – 12/11/13) •OPS_PRO_77_OSC_New_Incident_Creation_Procedure (v1.0 -1/23/14) •OPS_PRO_62_Best_Practices_for_Incident_Handling_Procedure (v1.0 – 12/10/13) •OPS_PRO_72_BPG_OSC_Working_and_Resolving_Incidents_Procedure (v1.0 – 1/22/14) •OPS_PRO_84_BPG_OSC_Major_Incident_Management_Procedure (v1.0 – 1/27/14) As outlined in QTS's IT_PRO_29_QTS-FC_Incident_Response_Procedure (v1.0 -1/17/14) and FED_PLN_01_Incident_Response_Plan (v1.2 – 4/09/14): •Preparation activities, to include: -Ensuring the security of systems, networks, and applications through periodic risk assessments of systems and applications to prevent incidents. -Increasing user awareness of policies and procedures regarding appropriate use of networks, systems, and applications. -Sharing applicable lessons learned from previous incidents (particularly those involving malicious code and violations of acceptable use policies) with users so they can see how their actions could affect the organization. -Training Federal Cloud System Administrators to maintain their networks, systems, and applications in accordance with the organization's security standards. •Detecting activities, to include: -As referenced in QTS's IT_PRO_29_QTS-FC_Incident_Response_Procedure (v1.0 -1/17/14), review and analysis of continuous monitoring tools and related log file(s). -3rd Party monitoring services (Alert Logic): help detect and alert on changes in certain resources (e.g., Web pages) or publicly accessible services, such as Web, Domain Name System (DNS) and FTP servers. -File Integrity Checking Software: help detect any changes to important files caused by incident -IDS are set up for scanning and detection. Detection is achieved either by log analysis, packet capture review or image acquisition and analysis. •Analysis Activities, to include: -QTS IR Team is activated and incident identification is performed -Continued and targeted review and analysis of continuous monitoring tools, related log file, and corresponding applications would be performed. -If an Incident Response Team is required then at least one member of IT Security along with one or more members of QTS's IT Operations organization responsible for the affected system, as well as any necessary representatives from Network	
SAP	Ariba	We can provide a general overview but our full documentation is confidential. All of our security processes and procedures are audited by a third party every six months for ISAE 3402 assurance. We also hold PCI DSS certification. The

		intent of the following is to describe in a broad manner the actions we take in regard to security incidents, their management, tracking and communications in regard to internal policies and procedures. We have an established security incident plan based on internally-developed policies and procedures where documented results of all security incidents occurring during the six month audit period are reviewed and evaluated against the Trust Services Principles of ISAE 3402 and the PCI DSS standards as appropriate. Upon notification of a security incident, a documentation trail is begun by the InfoSec department and an internal ticket is created as the record of reference. The lead security manger calls a meeting including all personnel required to contain and reduce risk and impact appropriate to the nature of the incident. Tasks are assigned with milestones to be met to validate and determine extent of the incident. Communication is made to the Privacy & Security Board to alert principal membership and foster internal cooperation and awareness. An appropriate communication channel to affected customer(s) is determined based on how we were notified of the incident, i.e. from a customer, from an internal report or from a third party report. Communication is made to affected customer(s) to include the nature of the incident, actions taken to contain the incident and potential effects of actions if any, in regard to sustained business process and availability of the system. Any workarounds or hot fixes necessary in the solutions are communicated and scheduled reporting to the customer(s) is established with an identified single point of contact within our company. Based on the nature of the incident, if required, legal counsel present at initial risk & impact meeting, will assist in communicating with law enforcement contacts. The customer is kept informed of the milestones met and at scheduled intervals until the incident is fully contained and no further risk and impact perceived. All incidents are required to be internally managed by InfoSec to include tracking and review on a weekly basis and evaluation of the actions taken in regard to our security concept. All incident reports are presented to and reviewed by the Privacy & Security Board and are formally closed with discussion and evaluation to determine what actions can be taken to prevent similar incidents. Depending on the nature of the incident and impact to customer(s), security incidents are not formally closed by the board until all affected customers are made aware of the incident and appropriate measures to remediate the initial threat are formally communicated.
	Fieldglass	Fieldglass' security team is responsible for managing security incidents and all communication is conducted via the respective account managers to ensure timeliness. The process is defined within the Incident Response Management Standard. Customers are notified of an incident within 48 hours.
	Hanna	SAP will notify via defined communication channels within 36 hours of a confirmed data security breaches to the affected customers. The report will detail the following information: • Details relating to the security incident that has occurred, known at the time of notification. • IT infrastructure and/or application affected by the security incident. • Overview of the performed mitigation actions to restore the security, documented within the incident report form. • All further applicable requirements by country regulations "on obligation to notify" will be met.

	Hybris	Upon a breach that directly affects a customer's environment, hybris would notify the customer as quickly as reasonably possible. Furthermore, hybris follows its information security incident management policy as well as Visa's standard process for responding to a breach. The policy includes procedures such as disclosure of sensitive information, disclosure of system vulnerability, public release of vulnerability information, system vulnerability exploitation as well as incident reporting, contacting of law enforcement and forensic investigation.
	SuccessFactors	We have a comprehensive and approved Incident Management Policy and process. Upon the occurrence of a security incident, initial communication is distributed to the appropriate individuals and an escalation process is followed. Upon becoming aware of the incident, measures are promptly taken by the team to resolve the situation. All affected customers should be informed within at most 36 hours of confirming a potential breach in the privacy of their data. Following incident resolution, follow-up is required to ensure that the incident has been resolved effectively and that the threat is no longer present. We are aligned with ISO 27k standards for event and incident management and have formal incident management policies and processes in place. These policies and procedures are tested in the ISO 27k and SOC 2 audits.
VMware	VMware IaaS Services If VMware determines that there has been unauthorized access to, or use or disclosure of, Your Content, or other incident VMware will use commercially reasonable efforts to notify You, taking into account any applicable law, regulation, or governmental request. VMware will provide security incident response (e.g., detection, severity/threat classification, forensics, and resolution) pertaining to management infrastructure over which VMware has direct, administrative, and/or physical access and control, such as the vCloud Hybrid Service servers, storage, applications, and network devices. Documented escalation procedures and a ticketing system are in place to guide employees in identifying, reporting, and responding to system availability issues and related security incidents. This includes an incident response policy to determine severity of an incident and a breach notification process. All alerting and monitoring at the guest OS\VM level is the responsibility of the customer. In the event of a data breach customers will be notified by VMware vCloud Air Global Support Services via their preferred contact means. VMware will provide security incident response (e.g., detection, severity/threat classification, forensics, and resolution) pertaining to management infrastructure over which VMware has direct, administrative, and/or physical access and control, such as the vCloud Air service servers, storage, applications, and network devices. Notification timeframes are agreed upon between VMware and the customer in standard agreements and contracts. Incidents are handled on a case-by-case basis, but typically occur between 24-48 hours after a breach has been confirmed. VMware will provide security incident response (e.g., detection, severity/threat classification, forensics, and resolution) pertaining to management infrastructure over which VMware has direct, administrative, and/or physical access and control, such as the vCloud Air service servers, storage, applications, and network devices.	
FireEye	FireEye has a developed documented process for reporting client notification for regulatory, legal and contractual issues once a breach has been confirmed.	
VirtueStream	Virtustream shall contact customers in accordance with Service Level Agreements (SLA) and contractual obligations. There are two primary Incident types; Security Incidents, where there is a possible breach in systems or data integrity, and Services, where there is in impacted or affected service. Although there is some overlap, generally any security-related incident should be classified as a Security	

	Incident and the response must be managed using the 'Virtustream Information Security Procedure – Security Incident Response Plan'. The purpose of this security incident response plan is to provide general guidance to Virtustream staff- both technical and managerial – to enable quick and efficient recovery from security incidents; respond in a systematic manner to incidents and carry out all necessary steps to correctly handle an incident; prevent or minimize disruption of critical computing services; and minimize loss or theft of sensitive or mission critical information including sensitive credit card data. The plan is also a guide to sharing information with other stakeholder organizations who might be impacted by such security incidents such as the credit card associations and law enforcement. The Security Incident Response Plan (SIRP) provides guidance to prepare for, respond to, and recover from potential incidents. Policy statements surrounding the IR-Plan are provided to ensure continued upkeep and standardized use. The SIRP guidance at the procedural level defines the roles, responsibilities, communication methods and flows, contact information, types of potential incidents, and immediate actions that are to be taken upon an incident's identification, and elaborates with subsequent recovery steps. Virtustream's Incident Response Policy requires the implementation and testing of a generalized plan that adheres to the International Standards Organization 27002 guidance for incident management and response, but meets specific requirements for compliance such as PCI-DSS. The Plan covers the corporate environment associated with Virtustream's IT assets, the local IT resources and the IT resources at Virtustream's Data Center. It consists of a series of guidelines (Incident Response Guidelines or "IRG") that should generally be followed as appropriate for the circumstances as when a security incident occurs or as part of the ongoing maintenance of this plan. As the incident progresses and has more impact (i.e. severity level increases), the escalation process will be used to engage appropriate resources. Incidents should be handled at the lowest escalation level that is capable of responding to the incident with as few resources as possible in order to reduce the total impact, and to keep tight control. The Table below defines the escalation levels with the associated team involvement.

8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.

CA	APM	AWS EC2 datacenters annually undergo SOC 3 audits.
	MAA	Physical access mechanisms (e.g., access cards, biometric devices, mantraps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the data centers. Portals and mantraps have been installed as anti-tailgating measures in most of data center lobbies. Entry to and exit from the data centers is through either a portal or mantrap where present. In data centers without portals or mantraps, the security officer monitors the entrance to prevent tailgating. Where present, the portal/mantrap bypass doors are only used in the event an individual is unable to use the portal or mantrap in case of emergency. Examples include handicap, phobia, or other restrictions on a case-by-case basis. Tours and emergency data center security operations crews will be permitted to use the portal bypass door, when necessary.
	CA Agile	Physical access mechanisms (e.g., access cards, biometric devices, mantraps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the data centers. Portals and mantraps have been installed as anti-tailgating measures in most of data center lobbies. Entry to and exit from the data centers is through either a portal or mantrap where present. In data centers without portals or mantraps, the security

		officer monitors the entrance to prevent tailgating. Where present, the portal/mantrap bypass doors are only used in the event an individual is unable to use the portal or mantrap in case of emergency. Examples include handicap, phobia, or other restrictions on a case-by-case basis. Tours and emergency data center security operations crews will be permitted to use the portal bypass door, when necessary.
	ASM	Physical access mechanisms (e.g., access cards, biometric devices, mantraps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the data centers. Portals and mantraps have been installed as anti-tailgating measures in most of data center lobbies. Entry to and exit from the data centers is through either a portal or mantrap where present. In data centers without portals or mantraps, the security officer monitors the entrance to prevent tailgating. Where present, the portal/mantrap bypass doors are only used in the event an individual is unable to use the portal or mantrap in case of emergency. Examples include handicap, phobia, or other restrictions on a case-by-case basis. Tours and emergency data center security operations crews will be permitted to use the portal bypass door, when necessary.
AODocs	N/A because all our data is hosted on the Google Cloud Platform infrastructure.	
Virtru	We require 2 Factor and Private Keys to authenticate and Virtrual Private Clouds for purposes of Inter-machine communication	
Salesforce	A customer's instance (org) of Salesforce is an aggregate of the raw data. The data model is very complicated, normalized, and the rows are identified by base62 encoded keys (primary and foreign). Re-establishing data ownership and a business context for the data would be very difficult to do at the database level. In order to reassemble any given customer's application (org), someone would need access to our source code in order to reassemble the raw data in a manner that could be interpreted and understood, and would need the entire set of tapes or disks/arrays supporting a given Instance, as the data for any one customer is spread across several tapes/disks. Data center engineers with physical access to the servers do not have logical access to the production environment and administrators with logical access to the systems do not have physical access to the data centers.	
ServiceNow	ServiceNow's architecture is built on a ServiceNow fully owned operated private cloud. This private cloud hosts the ServiceNow platform and applications that are offered to its customers under a subscription service model. The ServiceNow private cloud operates out of colocation data centers that provide robust physical and environmental controls, with ServiceNow staff exclusively providing the logical management. Access to the private cloud where customer data is hosted is only granted to ServiceNow staff based on their roles and job requirements. ServiceNow does not outsource any function that would give a third party access to customer data. ServiceNow's private cloud is a highly standardized environment from the identically configured cages in the data centers through to the consistent logical infrastructure. This private cloud is home to just ServiceNow, limiting the private cloud's footprint to only those technologies required to support this service. This allows for highly restricted networking rule sets regarding ingress and egress requirements and facilitates the ability for hardened systems, only allowing for the small number of necessary services, protocols and ports to be enabled. A ServiceNow instance represents an isolated logical environment consisting of application nodes in the web application tier and a dedicated database. Each customer will receive at least two instances, a production High Availability (HA) instance and a sub-production instance without HA. Each instance is accessed via a unique Domain name in the form of 'customername.service-now.com' (for a production instance) and 'customername-dev.service-now.com' as a sub-production example.	

	There is no comingling of any customer data between instances and there is no single shared multi-tenant databases, with data from multiple customers stored therein.	
QTS	QTS cloud employs security controls as needed to protect the confidentiality and integrity of the information being transmitted by utilizing Cisco AnyConnect VPN Client with SSL (TLS and DTLS) and IPSec (Internet Key Exchange Version 2 [IKEv2]). DTLS provides an optimized connection for latency-sensitive traffic, such as VoIP traffic or TCPbased application access, TLS (HTTP over TLS/SSL) ensures availability of network connectivity through locked down environments, including those using web proxy servers. IPSec/IKEv2 provides an optimized connection for latency-sensitive traffic when security policies require use of IPSec and complies with applicable federal laws, executive orders, directives, policies, regulations, standards, and guidance. The QTS Federal Cloud Infrastructure (QTS cloud) is divided into two separate, isolated firewalled environments, each having its own security boundaries, which are physically and logically separated. These are the QTS cloud Hypervisor Management Layer and the QTS cloud Service Delivery Layer. QTS cloud's Hypervisor Management Layer management is made available through dynamic FIPS 140-2 validated L2TP/IPSEC or SSL 3. 0/TLS 1. 0 encrypted VPN tunnels, which are authenticated against the RSA SecurID multi-factor authentication security appliances. Once fully authenticated, only a limited RDP session to the physical bastion host (which is also protected by the RSA SecurID multi-factor authentication security appliances) via jump domains is allowed, which prevents the presentation of information systems management related functionality at an interface for general users. QTS cloud's Service Delivery Layer management is also made available through FIPS 140-2 validated L2TP/IPSEC or SSL 3.0/TLS 1. 0 encrypted VPN tunnels, which are authenticated against the RSA SecurID multi-factor authentication security appliances. Connection to the QTS cloud Service Delivery Layer is only available through dedicated site-to-site 140-2 validated L2TP/IPSEC or SSL 3. 0/TLS 1. 0 encrypted VPN tunnels or Trusted Internet Connection (TIC) monitored dedicated datelines to federal customer datacenters, which prevents the presentation of information systems management related functionality at an interface for general users. QTS cloud's Hypervisor Management Layer management is made available through dynamic FIPS 140-2 validated L2TP/IPSEC or SSL 3. 0/TLS 1. 0 encrypted VPN tunnels, which are authenticated against the RSA SecurID multi-factor authentication security appliances.	
SAP	Ariba	The Cisco Secure ASA5555 Firewall is a dedicated firewall appliance that delivers strong security and performance and creates almost no network performance impact. The product enforces secure access between an internal network and Internet, extranet, or intranet links. Ariba uses Cisco Secure ASA5555 Firewall hardware and Cisco Router access lists to control the traffic to and from the Internet, between Ariba Corporate and the Ariba system, and between servers in Ariba. The firewall servers are configured for Fail-Over/Hot Standby Setup. Additionally, Ariba uses internally developed Ariba SafeGuard software to protect customer data from unauthorized Ariba Corporate users, allowing only Ariba Operations personnel access for limited periods of time. Specifically, firewall servers are used in each level of data communication within Ariba: Between the Internet and web servers Between the web servers and the application servers Between the application servers and the database servers

		These ASA5555 Firewall servers allow Ariba Operations to rigorously protect Ariba from unauthorized access, providing full firewall security protection. The Equinix Data Center utilizes an array of security equipment, techniques, and procedures to control, monitor, and record access to the facility, including customer cage areas. All areas of the center are monitored and recorded using CCTV, and all access points are controlled. The Data Center is staffed with 24-hour security officers. Visitors are screened upon entry to verify identity, and escorted to appropriate locations. Access history is recorded for audit purposes.
	Fieldglass	Please see the Fieldglass Security and Hosting Overview provided in the Supplemental Information section of this response.
	Hanna	The fundamental security architecture of the SAP Cloud infrastructure is the principal of a private cloud. Customers receive an isolated, logical grouping of several virtual machines and physical systems in dedicated customer private networks. Customer private networks are segregated from each other using virtual local area networks (VLAN) technology. Customer systems are deployed in the respective customer private network. Though customers are only able to view or access systems within their assigned customer private network. Design of customer private networks has to be defined in a workshop between SAP and the customer. Multiple customer private networks might be required to separate different tier levels or to implement customer data flow restrictions. SAP HANA Enterprise Cloud administrative tasks will be done using management networks. Administrative access to the management networks from the SAP internal networks is only possible using dedicated jump hosts with strong authentication. Security of the SAP internal network including SAP end user equipment is ensured using solutions like network admission control, Intrusion Prevention Systems, network filtering, strong authentication for remote access, internet content filtering, anti-virus scanner.
	SuccessFactors	We serve our customers and end users from secure data centers around the world. Physical security features at these facilities include a 24x7x365 manned security station and biometric and man-trap access controls. The systems at these facilities are protected by firewalls and encryption technology. Operational redundancy features include redundant power, on-site backup generators, and environmental controls and monitoring. We employ a wide range of security features, including two factor authentication, data encryption, encoded session identifications and passwords. Our hosting providers conduct regular security audits of our infrastructure. We also employ outside vendors for 24x7x365 managed network security and monitoring. Every page we serve is delivered encrypted to the end user via a Transport Layer Security or TLS. We also use encryption technology in our storage systems. We continuously monitor the performance of our cloud offerings using a variety of automated tools. The architecture is designed with built-in redundancy for key components. We load balance at each tier in the network infrastructure. We also designed our application server clusters so that

		servers can fail without interrupting the user experience, and our database servers are clustered for failover. We regularly back up customer data. We have implemented a multi-tiered architecture leveraging a strategy of "defense in depth" with 6 tiers of virtual networks (VLAN) for separation at each delivery layer. Network traffic is logged and monitored with live monitoring through an Intrusion Detection System (NIDS), and controlled through a series of switches and routers whereas data must pass through each tier in order to get to the next tier. In addition to Physical (site) security, the logical network stratification includes the following: Tier 1 (External VLAN/firewall) - The first tier consists of the external network and perimeter firewalls. These provide an initial layer of defense and protect the following layers from unauthorized access. Note that port 443 (HTTPS for web traffic) is the only port open. Tier 2 (Internal VLAN/firewall) - A de-militarized zone (DMZ) exists with load balancers. The DMZ provides a second line of defense while the load balancers are the first layer of scalability for the service delivery. The DMZ functions as a ""neutral zone"" between the network and the outside public network. Tier 3 (Web VLAN) - The Web tier presents the User Interface to the application, and separates the application, reporting and utility servers from the other tiers. Tier 4 (Application VLAN) - The Application tier contains the business logic and transaction servers, and is managed through clustered, high availability (HA) servers. Pre-configured as "Pods", additional servers can be added as needed to provide scalability and performance. Tier 5 (Database VLAN) - The database tier is protected by an additional set of perimeter firewalls. The database processing is executed on database servers leveraging a multi-tenant, fully qualified database schema. Tier 6 (Storage VLAN) - Data is persisted to disks with include a Storage Area Network (SAN). Prior to store, data is encrypted by way of data appliance with AES-256 bit encryption.
VMware	VMware IaaS Services At the tenant level firewall services are provided via the vCloud Networking & Security Edge Gateways for customers to configure and maintain. Firewall policies can be used to restrict and manage public/Internet-based traffic and create DMZ zones for multi-tier applications. Firewall policies can also be used to configure access policies between internal IP networks and VxLAN segments. Stateful inspection firewalling can be applied on the external interface of the vCNS Edge Gateway. VMware architects, provisions, monitors and manages the vCloud Hybrid Service infrastructure and surrounding components. As described in the AT 101 (ISO 27001) report, access points such as delivery and loading areas and other points where unauthorized persons may enter the premises are controlled and, if possible, isolated from information processing facilities to avoid unauthorized access. The details of this control are not disclosed publicly. VMware AirWatch We implement multiple security measures to protect hosted servers, including physical and logical controls. Due to FOIA requirements and the competitive EMM marketplace, we cannot provide specific architecture details at this time.	

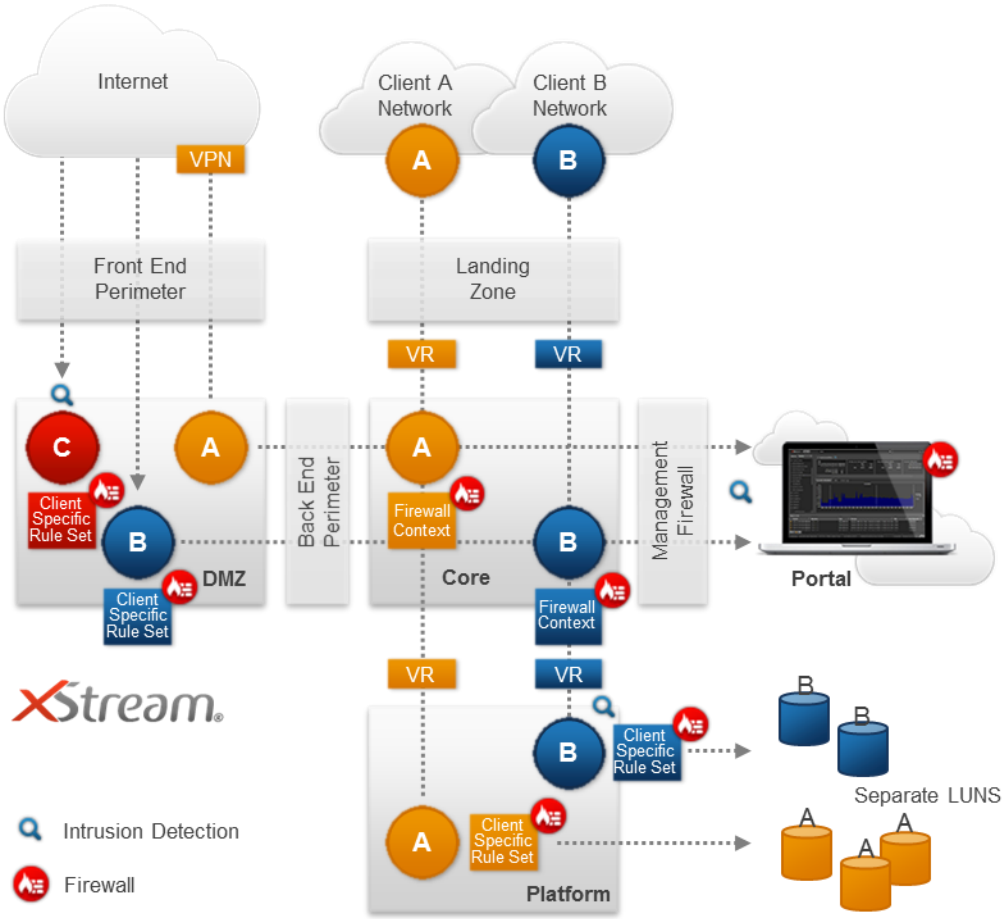
FireEye	High-level architecture diagrams following industry best practices utilizing both virtual and physical controls are available and contained in the SOC 2 report.
VirtueStream	Virtustream utilized a virtual local area network (VLAN) and virtual route forwarding (VRF) to logically segregate all customers in the IaaS environment. Every customer chooses their own IP Address range, as there is no ability to overlap IP Addresses between customers. In addition, every customer is logically separated with Firewall Context with their own rule, where by default everything is denied except specific rule.

8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).

CA	APM	Only SaaS is provided, network diagram can be provided upon signing NDA
	MAA	Only SaaS is provided, network diagram can be provided upon signing NDA
	CA Agile	These can be provided when a NDA is in place.
	ASM	Only SaaS is provided, network diagram can be provided upon signing NDA
Salesforce	Salesforce offers market leading PaaS and market leading SaaS solutions. Salesforce does not provide IaaS as a direct service offering to our customers, it is an underlying part of our PaaS and SaaS offerings. The Salesforce Platform is built for cloud computing, with multitenancy inherent in its design. To meet the high demands of its large user population, Force.com's foundation is a metadata-driven software architecture that enables multi-tenant applications. Force.com combines several different persistence technologies, including a custom-designed relational database schema, which are innately designed for clouds and multitenancy—no virtualization required. Force.com's core technology uses a runtime engine that materializes all application data from metadata—data about the data itself. In Force.com's well-defined metadata-driven architecture, there is a clear separation of the compiled runtime database engine (kernel), tenant data, and the metadata that describes each application. These distinct boundaries make it possible to independently update the system kernel and tenant-specific applications and schemas, with virtually no risk of one affecting the others. Every logical database object that Force.com exposes is internally managed using metadata. Objects, (tables in traditional relational database parlance), fields, stored procedures, and database triggers are all abstract constructs that exist merely as metadata in Force.com's Universal Data Dictionary (UDD). For example, when you define a new application object or write some procedural code, Force.com does not create an actual table in a database or compile any code. Instead, Force.com simply stores metadata that the system's engine can use to generate the virtual application components at runtime. When you need to modify or customize something about the application schema, like modify an existing field in an object, all that's required is a simple non-blocking update to the corresponding metadata. Because metadata is a key ingredient of Force.com applications, the system's runtime engine must optimize access to metadata; otherwise, frequent metadata access would prevent the service from scaling. With this potential bottleneck in mind, Force.com uses massive and sophisticated metadata caches to maintain the most recently used metadata in memory, avoid performance-sapping disk I/O and code recompilations, and improve application response times.	

	The multitenant architecture and secure logical controls address separation of Customer Data. The Salesforce infrastructure is divided into a modular architecture based on "instances". Each instance is capable of supporting several thousand customers in a secure and efficient manner. Salesforce uses the instance architecture to continue to scale and meet the demands of our customers. There are appropriate controls in place designed to prevent any given customer's Salesforce instance from being compromised. This functionality has been designed and undergoes robust testing through an on-going process by both Salesforce and its customers.	
QTS	The QTS cloud makes use of unique managed service provider architecture layer(s). Information systems, particularly those based on cloud architecture models, are made up of different service layers. The layers of the QTS cloud that are defined in its System Security Plan, and are not leveraged by any other Provisional Authorizations, are: Infrastructure as a Service (IaaS). Note: Please refer to NIST SP 800-145 for information on cloud computing architecture models.	
SAP	Ariba	Ariba recognizes that security is a critical component of effective electronic commerce architecture and takes necessary security measures to protect any information passed between buyers and suppliers. Ariba implements security using a variety of hardware, software, and procedural best practices. Full details about our security mechanisms and procedures are available in Chapter 3 of the Ariba Cloud Technical Infrastructure Whitepaper.
	Hanna	N/A, HANA Enterprise Cloud is a private managed cloud
	SuccessFactors	We understand the critical importance of information protection and recognize the contribution that information security makes to an organization's strategic initiatives and overall risk management. We have implemented security controls and practices designed to protect the confidentiality, integrity, and availability of customer information. We continually work to strengthen and improve those security controls and practices as well. The current best practices associated with information security involve a layered approach, what the industry calls "defense in depth." Regardless of the software delivery model, security cannot be implemented at a single "make or break" point. For a SaaS provider to facilitate data security for sensitive information, it must have a comprehensive, multifaceted security program in place. We take a holistic approach to information security, implementing a multilayered defense at all the touch points in the information flow—both the physical and logical, applied across the database, middleware, application, and network and communication layers—to offer complete data privacy, transparency, and audit controls.
VMware	Compliance Reference Architecture Framework (RAF) that provides a consistent method for VMware, its partners, and customers to assess and evaluate the impact of regulations on virtual and cloud environments. The intent of the RAF is to provide a single framework for VMware, its partners, and organizations to address a variety of compliance requirements across an IT infrastructure. This includes: Product Applicability Guide (PAG), Architecture Design Guide (ADG), and a Validated Reference Architecture (VRA).	
FireEye	High-level architecture diagrams following industry best practices utilizing both virtual and physical controls are available and contained in the SOC 2 Type 2 report.	
VirtueStream	Virtustream Cloud Platform Security (for the Infrastructure-as-a-Service environment) is designed, built, and operated to provide highest level of infrastructure security available. **Proposed State of Utah Security Architecture**	

Figure 1. xStream Enterprise Architecture



State of Utah end users would access the hosted SAP environments via a MPLS connection (Provided by State of Utah). Additionally a VPN connection has been sized at 100Mbps however this can be decreased or increased depending on the exact requirements.

State of Utah end users accessing our enterprise platform would first hit the landing zone in a dedicated virtual local area network (VLAN) and dedicated virtual route forwarding (VRF). The next hop into the enterprise platform is a dedicated firewall (FW) context on a Cisco Firewall services module. After traversing the core, traffic hits another dedicated VRF and drops into the platform network and compute (CPU and Memory essentially a blade server) layer. All traffic is VLAN separated. At each compute host, a hypervisor based firewall and intrusion protection system (IPS) provides a dedicated client rule set to further ensure network security. All traffic transitioning from one zone to another are monitored by Intrusion Detection and Intrusion Prevention systems.

Traffic coming in via the internet hits the front-end perimeter with load balancing modules and multi-context Cisco firewalls. All traffic then passes through intrusion detection system and intrusion protection systems. As in the enterprise compute layer, every host in our demilitarized zone (DMZ) has a hypervisor-based firewall and IPS with dedicated client rule sets. Again, all traffic is VLAN separated as well.

Traffic that needs to traverse from DMZ to the enterprise runs through another dedicated FW context and IDS/IPS.

All of the State of Utah environments and data will be hosted in Virtustream's data centers within the continental United States.

Standard Services used in Virtustream's management environment and in all client environments including the following:

	• All Virtustream employees use Mandatory Strong 2 factor authentication (2FA OTP) Administrative Access to all systems. • Dedicated VLAN network segmentation and dedicated Virtual Route Forwarding (VRF) are used extensively to segregate environments and zones. • Perimeter Firewalls are used to segment internal and external environments as well as segregate security zones. Configuration, monitoring, auditing and logging are included. • Virtual Machine-based Firewall and Intrusion Prevention System (IDS) is installed on every virtual machine in the environment and is protected with Juniper's Security Gateway virtual firewall application and monitored service. Security Services that are standard components for Virtustream's management environment and are Optional Services for client environments including the following: • Managed Two-Factor Authentication ("2FA") is in use for all application systems. • Intel TxT Enabled Servers and Trusted Boot/Bios monitoring with Attestation Server and OS and VM support, including Geolocation and Geofencing according to NIST 7904 guidelines. • Secure operating system (OS) builds based on DoD Secure Technology Implementation Guide (STIG) guidelines are used to build Virtustream's Management and Administration Servers. • Server/File Integrity Monitoring (FIM) is installed in the PCI and VFC clouds. • Patching Regimen: Virtustream patches host servers, network devices, security devices, servers and related services in the Management Network on a specified routine (monthly or quarterly, depending on release schedules), or when there is a CERT or other authorized source of patch that requires immediate attention. Based on urgency and risk of the issue we will schedule the patch as appropriate and use change control. • Scanning regimen: vulnerability scanning is done on a monthly basis with additional 3rd party vulnerability scans done monthly. Additional scans are done when made aware of new vulnerabilities. Issues are classified and addressed according to Risk Classifications and are addressed with ITIL v3 change control processes. • Managed IDS signatures are routinely updated and the logs are monitored. • Anti-Virus is managed on all Management servers in Enterprise, PCI and, VFC clouds. • Logging Service of all servers, network devices, and security devices to a centralized log server system. • Governance Risk Compliance: We use a complete Enterprise Risk Management toolset to manage compliance reporting and continuous monitoring to all of our supported compliance frameworks. Virtustream's facility monitoring systems are complete as per specifications in NIST 800-53r3/4. We use site assessment methodologies and checklists as detailed in NIST 800-42. Our systems and facilities are monitored 24/7 for any exceptions or trends. Our tools, processes and CONUS (Continental USA) personnel monitor network, power, cooling, humidity, water leakage, fire suppression, power systems (utility power, UPS systems and generators) and site access. Virtustream's Physical Access Control Security is designed to protect the confidentiality, integrity, and availability ("CIA") of the cloud platform system and its data with the following security components: • Limited and controlled room access. • Logged and monitored access of all access control events. • Video surveillance and review of all access control events. • Biometric access control required to gain access to the Data Center. • US Data Center staff is limited only to US Citizens.

	• Locked racks and rooms with key log out/in process. • Data destruction policies and procedures. • Asset in/out policy and procedures. Physical access by authorized staff is controlled by badge systems and biometric access systems. All access of any kind is recorded and logged. Access lists are reviewed every 90 days. Employees that do not have a reason to have physical access are removed from our access management systems. Multiple high resolution and IR enhanced CCTV Cameras monitor our datacenters at all egress and ingress points as well as other sensitive areas. Security video footage is stored in a secure area for 90 days. Approved Visitor Access requires VISITOR Badges and bright lanyards that are specifically different from employee badges. Visitors are required to produce and surrender a state or government issued photo ID during the visit, have a pre-approved reason for the visit, and have the escort witness the sign in and out procedure. Visitors are escorted continuously through approved areas of the facility. Visitors are not allowed access to following areas of the data center under any circumstances: • Cloud hosting areas. • Networking and telecommunication areas. • Guard areas. • Power vaults.

8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.

FireEye	Background verification for employment candidates is a mandatory component of FireEye's hiring process. All personnel are required to sign a confidentiality and non-disclosure agreement agreeing not to disclose proprietary or confidential information including client information to unauthorized parties. Security awareness training program is in place to maintain the skill level of personnel regarding security and privacy expectations and best practices. All FireEye personnel at all levels are trained and notified of information security and privacy requirements and personnel responsibilities.
VirtueStream	Virtustream employees who are assigned to IaaS must pass a Virtustream background investigation. In addition, Virtustream employees assigned to the IaaS must adhere to any requirement by customers to pass federal, state, or local background investigations if they are to provide managed services to the customer zone which includes access to sensitive data.

8.6.12 Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.

CA	At CA Technologies, we comply with a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. We ensure the maintenance of vulnerability management programs, implement strong access control measures, regularly monitor and test networks and adhere to the highest industry compliance and security policies. CA offers a variety of SaaS solutions, details for each offering has been provided in Exhibit 1 and 2 of this proposal.
Google	All connections from customer end point devices to Google's Front End Servers are encrypted with enforced HTTPS sessions using Forward Secrecy. Google websites and properties use robust public key technologies: 2048-bit RSA or P-256 ECDSA SSL certificates issued by a trusted authority (currently the Google Internet Authority G2).

	All data in transit between Google's Data Centers traverses across Google's private fiber network using a customized, proprietary encryption technology. Google hard drives leverage technologies like FDE (full disk encryption) and drive locking, to protect data at rest. These methods of encryption are fully managed by Google and Google's Key Management Servers based on 128-bit or stronger Advanced Encryption Standard (AES). Encryption Keys and Ciphers Supported by Google Protocols TLS 1.2 TLS 1.1 TLS 1.0 SSL 3.04 QUIC Cipher suites ECDHE_RSA with AES ECDHE_RSA with 3DES ECDHE_ECDSA RSA with AES RSA with 3DES Signing keys RSA 2048 ECDSA P-256 Hash functions SHA384 SHA256 SHA1 MD5
Salesforce	Government Cloud Encryption Capabilities: As part of the Salesforce Government Cloud, Salesforce is capable of responding to FIPS 140-2 cryptographic implementations for data being transferred between the State's web browser and Salesforce. Data that resides within Salesforce's protected boundary does not use FIPS 140-2 validated encryption as compensating/mitigating controls are in place to protect data. Additional information is provided below. Data In Motion: Salesforce employs cryptographic mechanisms to protect information during transmission. All transmissions between the user and Salesforce are encrypted by default with a 2048- bit Public Key. Our service uses International/Global Step Up certificates. We support one- way TLS, in which customers create secure connections before sharing private data. Secure routing and traffic flow policies ensure that customer traffic is encrypted entering Salesforce until the load balancer decrypts the traffic. The load balancers decrypting the traffic are FIPS 140-2 compliant and are located inside of the Salesforce Government Cloud isolation boundary. Data At Rest: NIST SP 800-53 Rev. 4 states in SC-28, "Information at rest refers to the state of information when it is located on a secondary storage device (e.g., disk drive, tape drive) within an organizational information system." SC-28 also states, "Organizations may choose to employ different

	mechanisms to achieve confidentiality and integrity protections, as appropriate." All secondary storage media (hard drives, disk drives, and tapes) containing customer data are maintained within Salesforce's secure production data centers until the media has been sanitized and destroyed. Salesforce relies on physical access controls as a compensating control to protect the data. For primary data storage, Salesforce provides customers with a built-in capability to apply field-level encryption, using 128-bit keys with AES encryption, for a selection of custom fields included in the Force.com Platform and Salesforce Services. Field-level encryption ensures the data associated with designated fields is encrypted in storage.	
SAP	Ariba	Sensitive data elements, including PCI Primary Account Numbers and system account parameters for internal application communications, are stored in Ariba databases encrypted by the AES (Advanced Encryption Standard) and Triple DES (Data Encryption Standard) encryption algorithms with a minimum key length of 128 bits. Encryption technology is also applied for the client connection to the Web site and to the hosted application passwords in storage. Customer user passwords are one way hashed using SHA256 and salted with random data. Limited Ariba Operations personnel have data query access and monitoring rights for the Ariba Hosting program.
	Fieldglass	
	Hanna	SAP provides for enterprise-grade and industry-standard security. SAP HANA Enterprise Cloud datacenters are enterprise-class security with enterprise-class protection including data encryption, network encryption, firewalling, network isolation, and intrusion detection. HANA data is protected in multiple different ways. SAP HANA Enterprise Cloud is a managed cloud service that employs either a VPN or MPLS connection for transit. By default VPN is encrypted and MPLS can be encrypted. The customer procures the method of connection. At installation, HANA data can be encrypted using a feature called Data Volume Encryption. This encryption protects data in the persistence layer. Storage volume access is restricted to the customer account that created the volume, thus denying all other customer accounts the permission to view or access the volume that includes data isolation, masking, zoning and Logical Unit (LUN) binding. Strict user and access management, authorization management according to the need-to-know principle for administrative accounts, and security logging and security monitoring for critical activities or access, also protect data stored in HANA.
	Hybris	The Hybris platform uses SSL (https) for both the web application tier (browsers and WebService APIs) as well as communicating with back office systems. Data at rest is something that has to be taken into consideration in the application requirements by the partner/customer or PS teams. If encryption is required the application teams need to work on implementing the methods to encrypt and secure the data, for example encrypting data fields in the database.
	SuccessFactors	Each customer's data is maintained in a separate database schema eliminating data segmentation breaches. Each schema has separate authentication credentials and assigned resource profile to restrict access rights and resource consumption. Encryption for data at rest uses the AES256 cipher. All application access is encrypted-in-transit over HTTPS with 128-bit TLS encryption.

FireEye	At rest: Data are collected using automated batch and real-time processes and by manual personnel-driven actions via an Analyst facing Portal. Any information that is collected may be stored temporarily within appliances attached to our customers' networks and may subsequently be transmitted back to one or more FireEye datacenters. Data transmitted from a customer's network to a datacenter travels over a strong encryption Virtual Private Network ("VPN") established by the appliances. At transit: FireEye's network sensors are configured to collect full packet capture of customer network streams, including those originating from or destined to potentially malicious IP addresses, matching signature-based network indicators of compromise, results of domain name lookups, and full e-mail messages including headers, content and attachments. This information is primarily stored on-site on the appliances and only meta data matching FireEye / Mandiant indicators of compromise are sent to FaaS.
VirtueStream	Virtustream's use of Intel® Trusted Execution Technology (Intel® TXT), a hardware-root of trust security feature, and Intel® AES-NI encryption acceleration helps secure and protect virtualized environments against malware and provides more of the critical infrastructure and data protection assurances needed to enable trusted multi-tenancy in the cloud. Virtustream offers solution for data-at-rest and data-in-transit encryption solution for our customers as optional service, as most of our customer environment is only accessible via private network and only to the internal users of the customer. Solutions available to our customer as follows. 1. IPSEC VPN Tunnel for data-in-transit and 2. VM level encryption for files and databases 3. Encrypted Backup (all backups are encrypted by default) The technologies of encryption available throughout the entire data lifecycle and all are FIPS 140-2 compliant. a) DB and File System Encryption b) Encrypts file system and volume data transparently to: i) Applications ii) Databases iii) Storage Infrastructure c) Integrated Key Management d) High Efficiency Encryption i) Centralized Key Management ii) Policy Management iii) Detailed Auditing iv) Highly Available v) FIPS 140-2 Certified Hardware Appliance vi) Very Low Encryption Penalty due to Intel AES-NI enabled chip sets used e) Encryption of Virtual Machine, OS and App i) Integration of SafeNET Protect-V ii) Logging of all image access f) Encryption in Archive g) Implements Encryption, Access Control, Auditing on Host (LUW) h) Kernel Level Driver – Win i) File System – Unix/Linux j) Support for file systems and raw partitions k) Highly efficient block encryption

8.6.13 Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.

CA	CA Technologies abides to contractual requirements for notification, in addition to working with legal to ensure compliance with regulatory requirements. There may be cases where incident analysis completion is a requirement for confirming the breach, and / or its impact and data leakage boundary. Prior to completion of this activity, CA may not have the needed conclusions for customer communication. Once subscriber data has been identified as part of the investigation, said subscribers will be notified as soon as possible and not longer than 5 days. A report of the incident will be available and distributed to clients within 30 days. Please note that none of the offerings proposed as considered payment products and are not intended for use of storage of cardholder data.	
Google	Google will take and implement appropriate technical and organizational measures to protect Customer Data against accidental or unlawful destruction or accidental loss or alteration or unauthorized disclosure or access or other unauthorized processing. If Google becomes aware of a Data Incident, Google will promptly notify Customer as permitted by law of the Data Incident, and take reasonable steps to minimize harm and secure Customer Data. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address provided by the Purchasing Entity in connection with the Agreement or, at Google's discretion, by direct communication (e.g., by phone call or an in-person meeting).	
Salesforce	Salesforce will promptly notify the State (within 48 hours, reflected in a negotiated agreement between the parties) in the event Salesforce becomes aware of an actual or reasonably suspected unauthorized disclosure of Customer Data. Notification may include phone contact by Salesforce support, email to the State's administrator and Security Contact (if contact is submitted by State and contact information is kept up to date), and public posting on trust.salesforce.com.	
SAP	Ariba	Ariba has developed a computer security incident response team. Following policies and procedures, this team responds to suspected security incidents to mitigate risks and damage. The team conducts response and forensic analysis of systems and network traffic. This information can be used to assist with prosecution if a security breach is detected and the offender caught.
	Fieldglass	SAP Fieldglass' security team is responsible for managing security incidents and all communication is conducted via the respective account managers to ensure timeliness. The process is defined within the Incident Response Management Standard. Customers are notified of an incident within 48 hours.
	Hanna	SAP will notify via defined communication channels within 36 hours of a confirmed data security breaches to the affected customers. The report will detail the following information: • Details relating to the security incident that has occurred, known at the time of notification. • IT infrastructure and/or application affected by the security incident. • Overview of the performed mitigation actions to restore the security, documented within the incident report form. • All further applicable requirements by country regulations "on obligation to notify" will be met.
	Hybris	Since we do not allow for CC data to be transmitted, stored or processed in our environment, we regularly scan the customer environment in case this is done without our consent. However, we do have a CSIRP in place, in which we would notify the customer and our internal Forensics team in the event that a customer environment should be breached.
	SuccessFactors	Upon the occurrence of a data breach, initial communication is distributed to the appropriate individuals and an escalation process is followed. Upon

		becoming aware of the incident, measures are promptly taken by the team to resolve the situation. All affected customers should be informed within at most 36 hours of confirming a potential breach in the privacy of their data. Following incident resolution, follow-up is required to ensure that the incident has been resolved effectively and that the threat is no longer present. We are aligned with ISO 27k standards for event and incident management and have formal incident management policies and processes in place. These policies and procedures are tested in the ISO 27k and SOC 2 audits.
FireEye	FireEye has a documented policy for incident management that has been approved by management and communicated to appropriate constituents and owners. It is continuously maintain and reviewed annually. The plan has a reporting structure and escalation path. An incident response team with defined roles and response related qualifications are available 24x7x365. The team maintains chain of custody for evidence during the incident investigation. There is a process for reporting client notification for regulatory, legal and contractual issues after a breach if a breach were to be confirmed. If a confirmed breach were to occur a management team would review all the factors and develop a remediation plan to mitigate.	
VirtueStream	There are two primary Incident types; Security Incidents, where there is a possible breach in systems or data integrity, and Services, where there is in impacted or affected service. Although there is some overlap, generally any security-related incident should be classified as a Security Incident and the response must be managed using the 'Virtustream Information Security Procedure – Security Incident Response Plan'. The purpose of this security incident response plan is to provide general guidance to Virtustream staff- both technical and managerial – to enable quick and efficient recovery from security incidents; respond in a systematic manner to incidents and carry out all necessary steps to correctly handle an incident; prevent or minimize disruption of critical computing services; and minimize loss or theft of sensitive or mission critical information including sensitive credit card data. The plan is also a guide to sharing information with other stakeholder organizations who might be impacted by such security incidents such as the credit card associations and law enforcement. The Security Incident Response Plan (SIRP) provides guidance to prepare for, respond to, and recover from potential incidents. Policy statements surrounding the IR-Plan are provided to ensure continued upkeep and standardized use. The SIRP guidance at the procedural level defines the roles, responsibilities, communication methods and flows, contact information, types of potential incidents, and immediate actions that are to be taken upon an incident's identification, and elaborates with subsequent recovery steps. Virtustream's Incident Response Policy requires the implementation and testing of a generalized plan that adheres to the International Standards Organization 27002 guidance for incident management and response, but meets specific requirements for compliance such as PCI-DSS. The Plan covers the corporate environment associated with Virtustream's IT assets, the local IT resources and the IT resources at Virtustream's Data Center. It consists of a series of guidelines (Incident Response Guidelines or "IRG") that should generally be followed as appropriate for the circumstances as when a security incident occurs or as part of the ongoing maintenance of this plan. As the incident progresses and has more impact (i.e. severity level increases), the escalation process will be used to engage appropriate resources. Incidents should be handled at the lowest escalation level that is capable of responding to the incident with as few resources as possible in order to reduce the total impact, and to keep tight control. The Table below defines the escalation levels with the associated team involvement.	

8.7 Migration and Redeployment Plan

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

The end of life activities for each Purchasing Entity will vary based on the type of service they are currently using and the service that they will be moving too. All Purchasing Entities will be notified in advance of any end of life service so that the Purchasing Entity can work with Carahsoft and the service providers to develop a plan exporting and transitioning data.

8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

At all times during the course of the Service, the Purchasing Entities will have access and ownership of their data. The Purchasing Entity is free to download or access the data through a variety of means based on the service at any time during their service period.

8.8 Service or Data Recovery

8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.

a. Extended downtime.

CA	APM	If unable to resolve in a timely manner, all customers will be notified via email to the registered admin
	MAA	Customers are kept abreast with progress during incidents, including outages. CA utilizes best-of-breed notification system which enables customer contacts to self-subscribe to different types of notifications that they would be interested in. A DR plan has been created should the extended down time result in DR declaration.
	CA Agile	We would failover to our warm data center in order to restore access to the application as quickly as possible. This is done according to our Disaster Recovery Plan
	ASM	If unable to resolve in a timely manner, all customers will be notified via email to the registered admin. Failover from the primary to DR site may be utilized if the extended amount of time warrants declaration of DR.
Google	Due the redundant nature of the Google infrastruture there is no expectation of any extended downtime. If a data center in use by any of your end users suffers a catatrophic failure, Google's dynamic health monitoring would just reroute the session to a different data center.	
AODocs	All the AODocs data is hosted on the Google Cloud Platform infrastructure. AODocs does not manage any physical infrastructure. Due the redundant nature of the Google infrastruture there is no expectation of any extended downtime. If a data center in use by any of your end users suffers a catatrophic failure, Google's dynamic health monitoring would just reroute the session to a different data center.	
Virtru	Notify users that Virtru service is unavailable, and recommend that they use their offline encryption tools and backups to perform emergency functions.	
Salesforce	Salesforce has maintained high levels of availability across all Salesforce instances since inception. As the only on-demand vendor to provide daily service-quality data on a public Web site (http://trust.salesforce.com), Salesforce proves that we are the leader in availability. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best	

	redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live and historical statistics on the Salesforce system performance are publicly published at http://trust.salesforce.com/trust/status. The persistence layer underlying Salesforce Platform is proven database technology that powers all of Salesforce's products today, serving more than 150,000 organizations and over 4 billion transactions per day with an average request response time of less than .25 seconds, all with an average up time of 99.9+ percent.
ServiceNow	ServiceNow's data centers and cloud-based infrastructure have been designed to be highly available. All servers and network devices have redundant components and multiple network paths to avoid single points of failure. At the heart of this architecture, each customer application instance is supported by a multi-homed network configuration with multiple connections to the Internet. Production application servers are load balanced within each data center. Production database servers are replicated in near-real time to a peer data center within the same geographic region. ServiceNow leverages this Advanced High Availability (AHA) architecture for customer production instances in several ways: •In the event of the failure of one or more infrastructure components, service is restored by transferring the operation of customer instances associated with the failed components to the peer data center. •Before executing required maintenance, ServiceNow can proactively transfer operation of customer instances impacted by the maintenance to the peer data center. The maintenance can then proceed without impacting service availability. This approach means that the transfer between active and standby data centers is being regularly executed as part of standard operating procedures – ensuring that when it is needed to address a failure, the transfer will be successful and service disruption minimized. RTO is 2 hours. RPO is 1 hour. See the "ServiceNow Security, Operations, and Compliance White Paper" included with this response for more information.
QTS	In the rare instance of failure of the commercially-delivered electrical power, back-up systems at each QTS data center start instantaneously. Batteries provide power for the first 12-15 seconds while on-site diesel generators spin up to synchronize their output with the battery-supplied feed. Once on-line, the generators can supply power indefinitely, and the IT equipment on the data floor as well as critical infrastructure components are all unaffected. While the basics of reliable power seem simple, none of this is taken for granted. Battery banks are sized to provide 15 minutes of power, well beyond the 15 seconds that it typically takes generators to come on line. Inspections are conducted daily and quarterly to ensure that the battery banks are prepared at all times. The diesel generators are inspected by running them each month to circulate and condition the fuel, then running them annually under the full simulated load of the current IT equipment on the data center floor. Factory technicians inspect and maintain the generators semi-annually. Quantities of fuel sufficient to support 48-72 hours of

	operation without resupply are stored on-site, and re-supply contracts are in place with multiple providers to have fuel delivered as soon as the generators come on line.	
SAP	Ariba	Ariba has implemented two sites within each region. In North America the sites are currently located in San Jose, California and Sterling, VA. In Europe the sites are located in St. Leon-Rot, Germany and Amsterdam, Netherlands. The act of failing over from one site to another has a design goal for its Recovery Time Objective (RTO) of no more than four hours. The design goal for the Recovery Point Objective (RPO) is five minutes. Disaster recovery options are included for all Ariba Cloud Services. In the event of a fail-over to the disaster recovery site, no customer changes are required as all URLs that customers use to reach the applications will continue to work. Ariba will notify customers via their email addresses in the event of unplanned downtime. Internally, Ariba uses a documented system recovery plan that outlines the approach and steps for recovering the applications. This document defines roles and responsibilities in the event of disaster: Local Ariba staff maintains the hardware remotely. Ariba maintains the application software. Processes are in place to keep database and fileservers in sync between primary and backup data centers. The failover process of all parts of the infrastructure is automated. In the event of a catastrophe, Ariba will declare the primary data center "down" and locally the script will be run to switchover and start the applications at the remote data center. Ariba tests power outage backup scenarios and the Disaster Recovery Plan on a periodic basis to ensure it is up-to-date, successful, and effective.
	Fieldglass	Customers are notified of unscheduled downtime immediately via email. Updates are frequently emailed out until the issue has been resolved. Customers are notified of scheduled downtime 5 days prior via email.
	Hanna	In case of a disaster depending on the infra & technical architecture defined during HEC technical assessment workshop, systems could fail over to HA node. If DR (optional offering) is selected, the systems could move to secondary DC that where contracted with a DR option & HEC declaring DR. Regular system downtime for patching etc. is planned in advance with the customer and typically follows customers maintenance schedules.
	Hybris	SAP Hybris offers continuous 24/7 systems monitoring in-place, which automatically notifies you, SAP Hybris support and optionally your designated implementation partner in the event of any monitored system problem. Tools used for monitoring include HP Sitescope and Nagios. This service ensures quick response times to emergency problems. Standard monitors are in place for basic site availability. Customer can utilize additional 3rd party monitoring services should it wish to add additional monitoring. Upon request, monthly or quarterly reviews are offered to review performance over the period. When a system problem occurs, in addition to monitor alerts sent to the customer, SAP Hybris support may send emails to a designated customer notification email address to provide status, updates or further detailed information. In addition, a support ticket would be created which would include such information.
	SuccessFactors	Our infrastructure architecture is designed with high availability in mind, and engineered for resiliency. All major components are redundant, including power, HVAC, fire suppression, and the physical components of our network. Production data centers have strict access controls, and are continuously

		staffed and monitored to help prevent acts of sabotage or vandalism. All production data centers are ANSI/EIA/TIA-942Tier III/IV facilities, and are ISO 27001 certified. Production data centers are also geographically dispersed to help prevent a single event from affecting more than one data center. In the event a production data center has an outage we failover to an alternate data center in the same geographic region to minimize impact to customers. Our Cloud Operations teams are also geographically dispersed, working in offices in the US, Europe, South America, and India. Should an office be impacted by an environmental event or pandemic, other offices can continue operations. Aspects of the plan are described in the SOC reports, Disaster Recovery Plan ("DRP") and Business Continuity Plan ("BCP") solutions are dependent on several factors. The customer may be responsible for parts of the recovery/continuity activities.
VMware	VMware vCloud Air leverages proven VMware High Availability technology to minimize the risk of extended downtime. In the unlikely event that an extended outage does occur, VMware will support guide the customer's efforts to restore services to an alternative vCloud Air or vCGS datacenter. We will also provide remedies in the form of service credits as outlined in the following VMware vCloud Air, vCGS, Vmware AirWatch and VMware Identity Manager SLAs.	
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.	
VirtueStream	In the event of extended downtime affecting production systems, Virtustream and customer would jointly evaluate the situation and mutually decide on failover declaration, whereby Virtustream would then execute the failover plan to restore customer operations to the secondary data center.	

b. Suffers an unrecoverable loss of data.

CA	APM	Customer data is isolated within dedicated schemas with nightly backups. The maximum data loss would be the previous 24hrs.
	MAA	MAA data is backed up fully daily. The maximum data loss would be the previous 24hrs.
	CA Agile	We have implemented a physical standby database in both hot/Live site as well as warm/standby sites using Oracle Data Guard with real-time apply to achieve the stated recovery objectives.
	ASM	Customer data is isolated within dedicated schemas with nightly backups. The maximum data loss would be the previous 24hrs.
Google	Google performs real time data replication to avoid unrecoverable data loss. Customers that configure the retention policies in Google Apps Vault can ensure that end users can not inadvertently or maliciously delete email in advance of any defined retention schedules.	
AODocs	AODocs data are stored in Google AppEngine and Google Drive: - The data stored in Google AppEngine are backed up every day. The application is hosted on Google Cloud Platform infrastructure and benefits from the network security described in this whitepaper: https://cloud.google.com/files/Google-CommonSecurity-WhitePaper-v1.4.pdf - Data stored in Google Drive is managed by Google within its multiple servers location. Altirnao does not manage this infrastructure. Google Drive can be backed up by third party tool such as Backupify.	

Virtru	Notify users that data within Virtru is unavailable, and recommend that they use their offline encryption tools and backups to perform emergency functions.	
Salesforce	To maximize availability, the service is delivered using multiple world-class data centers supporting primary and replicated disaster recovery instance, plus a separate production-class lab. The infrastructure utilizes carrier-class components designed to support millions of users. Extensive use of high-availability servers and network technologies, and a carrier-neutral network strategy, help to minimize the risk of single points of failure, and provide a highly resilient environment with maximum uptime and performance. The Salesforce services are configured to be N+1 redundant at a minimum, where N is the number of components of a given type needed for the service to operate, and +1 is the redundancy. In many cases, Salesforce has more than one piece of redundant equipment for a given function.	
ServiceNow	Please see our response for 8.8.1a	
QTS	QTS cloud developed a OPS_POL_54_QTS-FC_Contingency_Planning_Policy (v1.2 – 2/6/14), detailing the policies, procedures, roles and responsibilities of key personnel in the event of an emergency and/or disaster.	
SAP	Ariba	Our SLA provides tenant remuneration for losses they may incur due to outages within the infrastructure.
	Fieldglass	The maximum data loss timeframe is guaranteed to be less than three hours; however, offsite backups are performed every 15 minutes so the timeframe is actually much shorter.
	Hanna	Data loss is defined by RPO & RTO. HEC has a maximum RPO of 30 mins & RTO of 12 hours.
	Hybris	For a cloud solution, data backup and restore is handled by SAP. SAP shall follow its archiving procedures for Customer Data as set out in the SAP Hybris Commerce, cloud edition Services Description. In the event of any loss or damage to Customer Data, SAP shall use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back- up of such Customer Data maintained by SAP in accordance with the archiving procedure described in its SAP Hybris Commerce, cloud edition Services Description. SAP shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, (except those third parties sub- contracted by SAP to perform services related to Customer Data maintenance and back-up).
	SuccessFactors	Our SLA provides tenant remuneration for losses they may incur due to outages within the infrastructure.
VMware	VMWare IaaS Services As discussed in detail in section 8.8.2.1.a below, VMware IaaS services are architected to minimize the risk of unrecoverable data loss. In addition option services such as vCloud Air Data Protection can be leveraged to further mitigate any risk. VMware's vCloud Air policy regarding data loss can be found in the vCloud Air Terms of use. VMware's vCloud Government Service policy regarding data loss can be found in the vCloud Government Service Terms of Service AirWatch Hosted Services AirWatch Business Continuity and Disaster Recovery strategies include data and hardware redundancy, network configuration redundancy and backups, and robust, regular testing exercises. AirWatch features active-passive configurations for high availability and redundancy with all components made to failover with minimal downtime. Load balancing capabilities are deployed across multiple data centers to ensure timely server recovery. AirWatch also incorporates replication technology featuring SQL log shipping or network SAN byte replication to prevent data loss.	

	• Due to FOIA restrictions and the competitive nature of the EMM marketplace, we cannot provide specific details regarding recovery strategies or timelines.
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.
VirtueStream	Multiple copies of customer data exist in multiple datacenters – in the primary datacenter, there is the production copy and a local backup. The local backup is replicated to a secondary datacenter and the production datastores associated with coreVM's are also replicated at regular intervals to the secondary datacenter. If NASPO feels that additional steps/redundancy are required to maintain recoverability, Virtustream is open to discussion.

c. Offeror experiences a system failure.

CA	APM	Disaster to the CA Technologies corporate network in New York will not affect customers' service. Secondary services, such as domain name services will be routed through the secondary CA Technologies network in Illinois. CA has a BCP plan in place to direct its services. The SaaS environment is separate from the CA corporate network and a service specific disaster recovery plan is in place.
	MAA	Customers would be notified in advance, and given ample time to retrieve their data.
	CA Agile	We enable all of our employees with the ability to be able to work remotely and provide remote network access to ensure business functions can continue. All corporate infrastructure has redundate systems that can be utilized in the event of failure.
	ASM	Customers would be notified in advance, and given ample time to retrieve their data manually or via the ASM API.
Google	Google's corporate network is separate from it's production infrastructure. Google is a global organization that has support personnel located at key office installations and tests our business continuity programs annually. These tests are to validate that if corporate headquarters is off the grid that criticial business functions can be picked up by other staff.	
AODocs	AODocs runs 100% over Google's Cloud Platform infrastructure that is naturally redundant, and all AODocs internal systems such as technical support, email, collaboration, source code hosting, etc are run on cloud based services. AODocs personnel can work from any physical location without any business disruption and they do work from remote locations on a regular basis. If one of the AODocs facilities were to be temporarily unavailable due to a natural disaster, AODocs personnel would be able to perform their work without significant interruption.	
Virtru	Notify users that Virtru is or will be permanently unavailable, and recommend that they use their offline encryption tools and backups to perform emergency functions.	
Salesforce	Please see response to items a. and b. above and d. and e. below. Salesforce has documented Disaster Recovery and Business Continuity plans for critical business functions. The Disaster Recovery and Business Continuity plans are tested at least annually. A post mortem documenting the results of the disaster recovery tests can be provided to customers with a signed NDA in place. Business continuity plans are updated each year, including the list of business processes, recovery time objectives, and key resources. Senior management is included in this process. Business continuity plans are exercised on an annual basis. Action items and lessons learned are tracked from each incident and exercise conducted. Action items are prioritized and tracked until	

	closed. Salesforce has developed additional procedures, processes and plans, including a Pandemic plan. Salesforce also recommends customers also devise their own backup strategy for their data, as there is a fee for customers to request for restoration from Salesforce backups. Salesforce provides multiple ways for our customers to obtain periodic backups of its data. We offer a weekly export service (WES) for those customers requiring a local backup copy of their data or a data set for import into other applications (such as an ERP system). Salesforce also supports data replication, which allows customers to store and maintain a local, separate copy of their organization's Salesforce data including the META data (logins, etc.) for specialized uses, such as data warehousing, data mining, custom reporting, analytics, and integration with other applications. Data replication provides customers with local control and the ability to run large or ad hoc analytical queries across the entire data set.	
ServiceNow	Please see our response for 8.8.1a	
QTS	QTS has established an alternate processing site including necessary agreements to permit the resumption of information system operations for essential missions and business functions within [Assignment: organization-defined time period consistent with recovery time objectives] when the primary processing capabilities are unavailable. The QTS cloud hosting facilities in Richmond, VA (RIC1) and Atlanta, GA (ATL1) have agreements with each other to restore services in the event that one of the sites becomes unavailable. Both facilities are QTS managed facilities and are always available to meet the recovery time and recovery point objectives for the system. Agreements are in place to allow QTS to access resources at the alternate processing site physically and via the QTS client network. Richmond and Atlanta Datacenters are independently operated datacenters that offers disaster recovery services to customers. The contingency approach ensures that hardware and software components needed for recovery efforts are already at the alternate facility. QTS ensures that equipment and supplies required to resume operations are available at the alternate site or contracts are in place to support delivery to the site in time to support the organization-defined time period for resumption. Network circuits, networking infrastructure, storage, virtual servers, and management components required to resume operations are available and configured at the alternate site.	
SAP	Ariba	"Ariba modules automatically persist object state to the underlying relational database as users work. When a user performs a significant action, for example, adding an item to an order, performing an approval, etc., the Ariba application tier is aware of the change and automatically saves the relevant object state to the database. This provides transparent persistence of the user's work without the user having to “save” or “submit” changes to avoid losing work in the event of failure or session timeout. This in turn means that the loss of any connections between the tiers or failure of one of the tiers will not leave data in an inconsistent state. While object data is cached in the middle tier for performance, the official record is stored in the database to avoid any potential data loss or corruption. This means that recovery for Ariba modules is implicit and automatic. When the modules start, they retrieve the state of the various business objects from the underlying database as needed for user sessions. If an Ariba module fails, there is no special application recovery process other than restarting the module. The Ariba module will automatically connect to the database and as clients login and commence working, all required business object data will be retrieved from the database."

	Fieldglass	Fieldglass' business continuity program (BC Program) was established to ensure that, after a complete disruption of its Chicago and/or Naperville, Illinois offices, all employees and the functions for which they are responsible, are capable of continued operations in less than one business day. This includes office space as well as all equipment and supplies needed to continue its operations without an interruption in customer services. Fieldglass' BC Program is integrated into all facets of the company due to the criticality of the product that it sells and supports. As such, representatives from all areas of the company are responsible for ensuring that they are familiar with their duties and responsibilities during a disruption and how to recover their areas after the disruption occurs.
	Hanna	Service Level Credits Where SAP fails to meet a Service Level, SAP will be liable to Customer for the corresponding Service Level Credit as set out in this section. The Service Level Credit is calculated as the sum of the Service Level Credits for both DEV/QAS and PRD for the TA Service Level defined in section 5.1 above. SAP will deduct the amount of any Service Level Credits owed to Customer from the next invoice (or, if there is no such invoice, by bank transfer to such bank account as Customer may specify in writing). Customer agrees that under no circumstances will the total maximum Service Level Credits: (i) for any one month, exceed 100% of the Service Fee for that month; and, (ii) for any given contract year, exceed in the aggregate an amount equal to one- third of the annual Service Fee charged for the contract year (or one third of the total Service Fee charged if the Term as defined in the applicable Order Form is less than one (1) year). Customer acknowledges that the Service Level Credits defined hereunder are the sole remedy for SAP's failure to meet the specified Service Level. 5.6 Termination for Service Level Failure Customer may terminate the applicable Order Form with thirty (30) day's termination notice in writing to SAP, if SAP misses a Service Level as specified in this Supplement for three (3) months in sequence. Customer may exercise this termination right only within thirty (30) days after receipt of the respective Service Level report that documents the applicable Service Level failure that would cause such termination right to accrue in Customer.
	Hybris	SAP isn't likely to go out of business in the near future. However, our contract states the following: Upon expiration or termination of the Agreement, SAP may destroy or otherwise dispose of any of Customer Data in its possession unless SAP (i) is requested by Customer to extend the term of the Order Form as permitted in the Order Form to allow Customer to retrieve Customer Data, or (ii) receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. SAP shall use reasonable commercial efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding and owed at termination. Customer shall pay all reasonable fees and expenses incurred by SAP in returning or disposing of the Customer Data.

VMware	AirWatch Hosted Services AirWatch Business Continuity (BC) strategies include clear policies and procedures as well as robust, regular testing exercises. Our BC recovery strategies for support and maintenance include provisions for workforce mobility, secondary support locations, and defined leadership roles and responsibilities for all recovery staff. • Multiple Support Locations – AirWatch maintains a Global Support Team, which spans multiple offices around the world. This ensures that if a disaster occurs at one of our offices, our remaining Support Team members can provide assistance to our customers. • Mobile Workforce – Should an AirWatch office become inaccessible, all AirWatch employees are equipped with laptops and can access necessary internal resources. • Defined Leadership – During a disaster, roles and responsibilities are assigned to key personnel, and a recovery manager provides leadership and documents the continuity process. Additionally, emergency contact numbers for key personnel are provided for all vendors and support staff.
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.
VirtueStream	Virtustream has built redundancy into all layers of the physical infrastructure in order to deliver SLAs up to 99.999% and mitigate the risks of a system failure. Additional levels of protection include regular system backups (stored locally and replicated offsite) as well as automatic storage replication to a secondary data center to facilitate the ability to restore operations in the event of a system failure.

d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.

CA	APM	CA provides an SLA of 99.8% uptime, which can result in unforeseen outages of ~1.5 hours per month. In the event of a failure to meet a SLA threshold , Customer is entitled to a number of days of credit.
	MAA	Using DB clustering technologies, multiple copies of data are maintained helping in recovery of the data.
	CA Agile	We can meet this requirement.
	ASM	Data is replicated from the primary (production) to secondary (DR) continuously. In the event of catastrophic loss of live data a failover to the DR site would be necessary.
Google	Google's RTO is zero.	
Virtru	See 'Virtru Incident & Breach Policy'	
Salesforce	Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, and backed up at the primary data center. Backups are performed daily at primary data center facility without stopping access to the application. For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO). Additional details can be provided with the execution of an NDA between Salesforce and your Agency.	
ServiceNow	Please see our response for 8.8.1a	
QTS	As defined in QTS OPS_POL_54_QTS-FC_Contingency_Planning_Policy (v1.2 – 2/6/14), QTS cloud has identified the following potential accessibility problems: • Network Outage – Short Term • Network Outage – Long Term • Facility Power or Environmental Outage – Short Term	

	• Facility Power or Environmental Outage – Long Term • Serious Facility Damage – Short Term • Serious Facility Damage – Long Term or Permanent Both the RIC2 and ATL1 QTS cloud Infrastructure is an Active/Active system and can operate independently of each other indefinitely. If QTS cloud determines that any single event (network, power, facility damage) presents a long-term threat, QTS immediately conducts an emergency meeting and plan to remedy or relocate infrastructure to a viable facility."	
SAP	Ariba	Ariba has implemented two sites within each region. In North America the sites are currently located in San Jose, California and Sterling, VA. In Europe the sites are located in St. Leon-Rot, Germany and Amsterdam, Netherlands. The act of failing over from one site to another has a design goal for its Recovery Time Objective (RTO) of no more than four hours. The design goal for the Recovery Point Objective (RPO) is five minutes.
	Fieldglass	Fieldglass offers the following: • RTO = No more than 48 hours • RPO = No more than 6 hours. Warm site replica with 100% processing power of original site. Disaster recovery site can run without need from resumption.
	Hanna	See our RTO and RPO info below
	Hybris	For a cloud solution, data backup and restore is handled by SAP.SAP shall follow its archiving procedures for Customer Data as set out in the SAP Hybris Commerce, cloud edition Services Description. In the event of any loss or damage to Customer Data, SAP shall use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back- up of such Customer Data maintained by SAP in accordance with the archiving procedure described in its SAP Hybris Commerce, cloud edition Services Description. SAP shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, (except those third parties sub- contracted by SAP to perform services related to Customer Data maintenance and back-up). Both IDS and IPS are included the SAP Hybris Commerce, Cloud Edition The security infrastructure includes firewall security and hardened security policies on all servers. Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. SAP Hybris utilizes technologies from leading security firms for Log Management and File Integrity Management. SAP Hybris employs two-factor authentication across its network. SAP Hybris undergoes vulnerability and penetration testing. SAP Hybris validates against requirements for PCI DSS 2.0. The infrastructure also includes Web Application Firewalls and DDoS Mitigation Services. In addition, security policies and change management policies are in-place ensuring that all access and changes to customer systems and information is accessible only by SAP Hybris staff with access authorization. Security of the software application which is controlled by the Customer (or its implementation partner) remains the responsibility of the Customer. Upon expiration or termination of the Agreement, SAP may destroy or otherwise dispose of any of Customer Data in its possession unless SAP (i) is requested by Customer to extend the term of the Order Form as permitted in

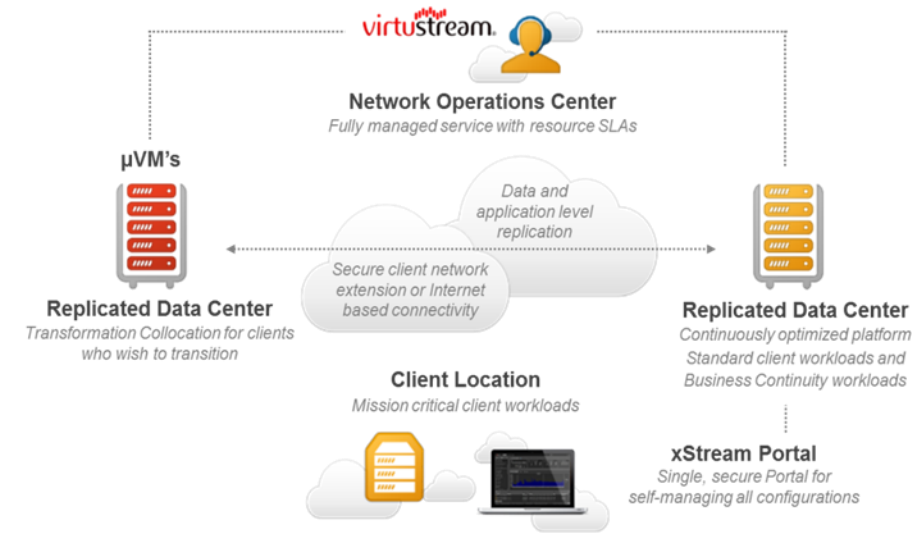
		the Order Form to allow Customer to retrieve Customer Data, or (ii) receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. SAP shall use reasonable commercial efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding and owed at termination. Customer shall pay all reasonable fees and expenses incurred by SAP in returning or disposing of the Customer Data.
	SuccessFactors	RPO and RTO are defined in the general terms and conditions
VMware	VMware Response: VMware IaaS Services VMware DR service. We can discuss specific recovery information under NDA to participating entities during task order negotiations as required. AirWatch Hosted Services We can discuss specific recovery information under NDA to participating entities during task order negotiations as required.	
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.	
VirtueStream	Basic Plus microVM's are designed for mission-critical workloads and for systems that require DR, addition of reserved compute capacity in a secondary datacenter (i.e. Reserve uVM) and automatic storage replication to facilitate the ability to restore operations in the event of an outage at the primary data center. RPO and RTO for core microVM's are 15 minutes and 2 hours respectively.	

e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

CA	APM	Recovery Point Objective (RPO): Maximum data loss: 24 hours Data that is uploaded, but not backed up within the 24 hours may have to be re-entered Recovery Time Objective (RTO): 72 hours
	MAA	Recovery Point Objective (RPO): Maximum data loss: 24 hours Data that is uploaded, but not backed up within the 24 hours may have to be re-entered Recovery Time Objective (RTO): 72 hours
	CA Agile	RTO: 2 hours RPO: 12 hours
	ASM	Recovery Point Objective (RPO): Maximum data loss: 24 hours Data that is uploaded, but not backed up within the 24 hours may have to be re-entered Recovery Time Objective (RTO): 24 hours
Google	RPO/RTO objectives are zero hours.	
AODocs	AODocs is hosted on Google App Engine which is designed to be highly available. Our standard SLA is 99.5% . Specific financial penalties can be discussed as part of the AODocs license contract. Google App Engine is running in multiple datacenters on multiple continents.	

	AODocs data is backed up on a daily basis, and backups are stored on the highly redundant Google Cloud Storage. Backups are retained for at least 90 days	
Virtru	See 'Virtru Incident & Breach Policy'	
Salesforce	For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO). Additional details can be provided with the execution of an NDA between Salesforce and your Agency.	
ServiceNow	Please see our response for 8.8.1a	
QTS	QTS DRaaS will support all of your mission-critical application needs and enables you to achieve a RTO within minutes and RPO of just seconds.	
SAP	Ariba	See above
	Fieldglass	Fieldglass offers the following: • RTO = No more than 48 hours • RPO = No more than 6 hours. Warm site replica with 100% processing power of original site. Disaster recovery site can run without need from resumption.
	Hanna	For disaster Recovery, SAP HEC offers the following RTO & RPO 1. HANA Database RTO - 12 hours, RPO - 30 minutes 2. Sybase ASE Database RTO - 12 hours, RPO - 30 minutes
	Hybris	In the case of catastrophic failure to your primary production data center, we offer anywhere from best efforts to enhanced DR solutions. Enhanced DR options translates to either RTO of 8 hours and RPO of 1 hour for a warm standby solution, or RTO of 30 minutes to RPO of 30 minutes for a hot-site. Customers have 3 choices in DR sites: • as part of our base offering, best effort DR, we would bring your site back up in an alternate datacenter which is a minimum of 500 miles away from the primary datacenter. We would actually push your project server images to the alternate datacenter, but we would still need to set up your various interfaces, 3rd party services, etc, which could day a few days. • 2nd would be to have your DR site managed by hybris Managed Services. • 3rd would be to use your own DC as a DR site, We would need to set up a technical call with our combined teams to synch up on the replication strategies. • Our DR services utilizes VMware Site Recovery Manager with storage-based replication. • For enhanced DR, we would include one annual DR test, but more can be added if required. It also includes a customer specific DR and Business Continuity plan.
	SuccessFactors	Within the contract/subscription agreement, there are provisions for data recovery in the event of disaster. SLA's for RTO (Recovery Time Objective) and RPO (Recovery Point Objective) are defined in the contract. We will prioritize data recovery based upon our contractual obligations for each customer, concerning RTO and RPO.

VMware	VMware IaaS Services Provide the RPO and RTO for DR, point to SLAs for others. RTO – 4 hours or less RPO – 15 minutes to 24 hours – time is configurable by user but there is a bandwidth consideration for shorter replication times. VMWare AirWatch AirWatch Business Continuity (BC) and Disaster Recovery (DR) strategies include data and hardware redundancy, network configuration redundancy and backups, and robust, regular testing exercises. • Business Continuity – Our BC recovery strategies for support and maintenance include provisions for workforce mobility, secondary support locations, and defined leadership roles and responsibilities for all recovery staff. o Multiple Support Locations – AirWatch maintains a Global Support Team, which spans multiple offices around the world. This ensures that if a disaster occurs at one of our offices, our remaining Support Team members can provide assistance to our customers. o Mobile Workforce – Should an AirWatch office become inaccessible, all AirWatch employees are equipped with laptops and can access necessary internal resources. o Defined Leadership – During a disaster, roles and responsibilities are assigned to key personnel, and a recovery manager provides leadership and documents the continuity process. Additionally, emergency contact numbers for key personnel are provided for all vendors and support staff. • High Availability and Disaster Recovery – AirWatch features active-passive configurations for high availability and redundancy with all components made to failover with minimal downtime. Load balancing capabilities are deployed across multiple data centers to ensure immediate server pick up, ensuring zero end user downtime. AirWatch also incorporates replication technology featuring SQL log shipping or network SAN byte replication to prevent data loss. Due to FOIA restrictions and the competitive nature of the EMM marketplace, we cannot provide specific details regarding recovery strategies or timelines.
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.
VirtueStream	Virtustream's solution will have a Recovery Point Objective (RPO) of 2 Hours and Recovery Time Objective (RTO) of 30 Minutes for all disaster recovery enabled workloads. The Virtustream Cloud has been designed to deliver continuous operations. The platform is architected to be highly available, with SLAs as up to 99.99%. All infrastructure systems are run in at least an N+1 model and have been designed with no single points of failure. All of the data center facilities and infrastructure has redundant power supplies connected to separate circuits from separate power feeds. Every device is connected via redundant pathways at a LAN/SAN/WAN layer. State of Utah can choose any of our FedRAMP Data Centers to host their applications and the DR location. For illustrative purposes, we have assumed the primary data center will be USDC02 and DR data center would be USDC01. The State of Utah solution has been designed with all workloads running in our San Francisco (USDC02) data center. In the unlikely event of a disaster at the USDC02 facility, State of Utah's production services will be brought back online in the secondary data center located in Northern Virginia (USDC01). The target RPO is 30 minutes for virtual machines with a 2 hour RTO. All production workloads in the primary node will have reserved compute capacity in the secondary node when deployed using Reserve µVMs and replicated storage. All virtual machine disaster recovery services are based on storage replication. The primary and secondary data centers are interconnected by diverse private 10 Gbps Sonet rings from separate Tier 1 providers – AboveNet and Level 3. Data is replicated asynchronously and continuously between the two data centers.

	Virtustream also performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process. **Figure 2. Integrated Disaster Recovery** Virtustream's cloud platform includes integrated disaster recovery (30 Min RPO & 2 Hr RTO) and backup. 

8.8.2 Describe your methodologies for the following backup and restore services:

a. Method of data backups

CA	APM	Backups are stored on disk only
	MAA	Backups are stored on disk only, sync'd between data centers for DR purposes.
	CA Agile	Full database backups are taken once per week, both to onsite and offsite (our warm data center, not a separate 3rd party) systems. Incremental backups are run nightly. Backups are retained for 21 days after which time they are simply aged out and over-written. In addition, snapshots of database transactions are taken every hour to an disaster recovery site allowing for emergency disaster recovery with maximum of 1.5 hours of data loss due to catastrophic onsite failure (fire in cage, natural disaster, etc. at data center). Backups are tested monthly and a full disaster recovery process to the offsite application cluster is tested semi-annually.
	ASM	Backups are stored on disk only, sync'd between data centers for DR purposes.
Google	Keeping in mind that Google stores customer data in encrypted chunks or shards on several servers at several data centers backups should not be considered customer specific. Daily backups of each server are performed to encrypted tapes at each data center.	
Virtru	We perform live database replication to a separate redundant database in Oregon and offline as well in a separate Amazon AWS Region	
Salesforce	Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, backed up at the primary data center, and then cloned to the disaster recovery data center. Disaster recovery tests verify our projected recovery times and the integrity of the customer data.	

	Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Tapes never leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process. The backup retention policy is 90 days (30 days for sandboxes). Deleted / modified data cannot be recovered after 90 days (30 days for sandboxes). If customers want a longer retention, they can use the weekly export feature available in the system.	
ServiceNow	While Advanced High Availability as described in 8.8.1 is the primary means to recover data and restore service in the case of a service disruption, in certain cases it is desirable to use ServiceNow's more traditional data backup and recovery mechanism. This data backup and recovery system works in concert with AHA and acts as a secondary recovery mechanism. ServiceNow stores production instances in two geographically separate regional data centers, with sub-production instances hosted in a single data center. Backups of the two production databases and the single sub-production database are taken everyday for all instances throughout the private cloud infrastructure. The backup cycle consists of four weekly full backups and the past 6 days of daily differential backups that provide 28 days of backups. All backups are written to disk, no tapes are used and no backups are sent off site. All the controls that apply to live customer data also apply to backups. If data is encrypted in the live database then it will also be encrypted in the backups. Regular, automated tests are run to ensure the quality of backups. Any failures are reported for remediation within ServiceNow.	
QTS	QTS operates and manages high-performance, multi-tenant platforms on which customer system and data file backups can be created and retained for rapid restore of files/volumes. Data can be stored on tape or disk, depending on QTS location, and can reside locally in a QTS data center or off-site. If there is a need for off-site data retention, the backup medium is tape. QTS can also replicate the backed up data from the primary site to a secondary (remote) site to address geographically remote storage and DR requirements. Secure: QTS utilizes a separate, secure gigabit backup network with private VLAN security. Physical security is monitored using a priority badge access system to limit access to the tape libraries, disk arrays, servers, and network infrastructure. From the application, the backup software controls access to the data stored on tape, and access security is limited to QTS staff only. Scalable: QTS backup systems are highly scalable, and capacity can be quickly added as needed.	
SAP	Ariba	Our primary data center is Equinix, in San Jose; CA. Ariba's backup data center is CenturyLink in Sterling, VA. We make many copies of our data to insure no data loss happens: Data is stored in databases on high-availability storage disk-based system in primary datacenter Data is copied as backup to high-availability disk storage in the primary datacenter Data is copied to tape and kept in the primary data center Data is copied to tape and kept in an off-site tape storage facility (Iron Mountain) in Union City Data is replicated to databases high-availability storage disk-based system in the backup datacenter Data is copied as backup to high-availability disk storage in the backup datacenter Data is copied to tape and kept in the backup datacenter

		Data replication to the remote datacenter happens in near-real time. Data is backed up to the backup disks multiple times a day (in each location) Data is written to tape once a day (in each location) These processes and procedures are audited against the ISAE 3402 standard. Our auditor verifies we can restore from these backup methods.
	Fieldglass	All data in the Fieldglass system is stored within our clustered databases. Full backups daily, 15 minute incremental backups, and replication from center to center of backup data continuously.
	Hanna	The backup of SAP systems in HEC is executed on EMC DataDomain deduplication storage. This is done using EMC Networker for backup and administration. The backups on Site A are also replicated to remote Site B.
	SuccessFactors	Data backup is undertaken as follows: storage system snapshots every 24 hours, nightly incremental database backups, and weekly full database backups. These are all standard and provided as part of our hosted service. All backups are stored on disk in the primary and backup data center facilities for 30 days. Database backups are encrypted and stored at a customer's "primary" location, as well as the "alternate" warm-site location for redundancy and disaster recovery purposes. If the customer's primary location is defined as the data center in Amsterdam, NL, then copies of their database would be encrypted and streamed in a secure manner to the data center based in St Leon-Rot, DE, and vice versa. The backup is stored on Storage Area Network systems encrypted with AES-256 bit by encryption appliance. Backups are retained for 30 days. Our Log File Retention Policy is designed to meet or exceed the most stringent industry standards. Archiving of data is the customer's responsibility.
VMware	VMware will provide the following services to participating entities with respect to Data Recovery: •Data protection, such as routine backups, for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware. •Data and infrastructure restoration for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware. Participating entities will be responsible for the following services with respect to Data Recovery: •Data protection, such as routine backups, for the data and content accessed or stored on vCloud Air virtual machine's or storage devices, configuration settings, etc. •Data, content, virtual machine and configuration restorations for assets accessed or stored on your vCloud Air account. Data Protection is an optional service that provides secure, image-based backup and recovery capabilities that enable you to protect important virtual machine data and content hosted in your vCloud Air IaaS environment. Through the Data Protection administration interface available in the vCloud Air Console, vApps and their virtual machine members can be selected for policy-based backup and recovery operations. Data Protection feature subscription and activation may be requested via My VMware and is subject to additional service fees based on the amount of backup data capacity. Backup data capacity for the service is measured in front end terabytes (FETB). Once activated, vApps and their virtual machine members may be registered and unregistered with Data Protection features on a self-service basis through the vCloud Air Console. As part of this service, VMware will: •Implement and maintain central service components (backup software appliances, backup and archival storage media and associated network topologies) needed to support Data Protection features. •Perform routine configuration, maintenance and optimization services on behalf of the Data Protection environment and in conformance with industry best practices.	

	•Allocate requisite backup storage based on capacity selections made at the time of subscription enrollment. •Guarantee storage locality per geographical region for all backup data. •Provide necessary Data Protection service reporting as it is requested. Participating entities will be responsible for: •Subscribing to Data Protection as an add-on feature via My VMware and selecting an amount of backup storage capacity commensurate with your requirements. •Creating custom backup protection policies that may include, but are not limited to: affinity settings per VDC, scheduling, and retention periods. •Registering and unregistering individual vApps and their virtual machine members for scheduled backups using Data Protection. •Performing any on-demand backups per vApp and its virtual machine members. •Performing in-place or out-of-place restores per vApp and/or individual virtual machine. •Managing any in-guest recovery tasks, including restore operations at the operating system, file systems and/or any application level. •Managing backup storage capacity and consumption that may include, but is not limited to: activity reporting, ordering additional storage capacity via My VMwareTM and deleting any backup data in inventory to free up space.
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.
VirtueStream	Virtustream performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process. Virtustream provides OS level files are protected with a File System backup and then protect the application with an integrated solution. Some of the databases would dump to a flat file format and those files would be protected with the standard file system backup.

b. Method of server image backups

CA	APM	N/A
	MAA	Automation tools are used to manage the configuration of MAA internal servers, and can be used for recovery.
	CA Agile	Systems are not backed up as we have determined rebuilding is faster than restoring. We manage systems through Chef and the configuration cookbooks are backed up.
	ASM	Automation tools are used to manage the configuration of ASM internal servers, and can be used for recovery.
Virtru	All images are backed up onto cloud storage on two separate provider systems	
Salesforce	Each server has been allocated a different volume group so it can fail over to its backup server within the instance independently of the others.	
ServiceNow	Please see our response to 8.8.2a	
QTS	Your data storage requirements are growing exponentially and a scalable comprehensive solution for storage and data protection is absolutely necessary in today's marketplace. Implementing and managing this necessary storage infrastructure to meet both your application and compliance requirements can be extremely time consuming and costly. Outsource your storage needs to QTS. With our portfolio of high-performance and cost-effective managed storage services, your data will be secure and guaranteed to be available when you need it. By leveraging market leading hardware and software, coupled with certified processes and personnel, QTS delivers dependable, auditable solutions.	

<table>
<tr><td></td><td colspan="2">Managed SAN (Shared and Dedicated)- a fast, reliable Fibre Channel (FC) and iSCSI SAN attached storage solution that easily scales to meet your business requirements.

SAN-to-SAN Replication - provides block level asynchronous replication of your Managed SAN FC service between two of our state-of-the-art data centers for your disaster recovery needs.</td></tr>
<tr><td rowspan="3">SAP</td><td>Ariba</td><td>See above</td></tr>
<tr><td>Fieldglass</td><td>Fieldglass does not run server image backups. All systems are designed to be created through a series of templates and scripts.</td></tr>
<tr><td>Hanna</td><td>The defined backup package includes a file system, operating system files, and the database backup. The frequency in which the backup is executed varies for each of the components mentioned above. This depends on the standard HEC service schedules and the service levels agreed on with the customer.</td></tr>
<tr><td>VMware</td><td colspan="2">VMware will provide the following services to participating entities with respect to Data Recovery:
•Data protection, such as routine backups, for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware.
•Data and infrastructure restoration for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware.
Participating entities will be responsible for the following services with respect to Data Recovery:
•Data protection, such as routine backups, for the data and content accessed or stored on vCloud Air virtual machine's or storage devices, configuration settings, etc.
•Data, content, virtual machine and configuration restorations for assets accessed or stored on your vCloud Air account.
Data Protection is an optional service that provides secure, image-based backup and recovery capabilities that enable you to protect important virtual machine data and content hosted in your vCloud Air IaaS environment. Through the Data Protection administration interface available in the vCloud Air Console, vApps and their virtual machine members can be selected for policy-based backup and recovery operations.
Data Protection feature subscription and activation may be requested via My VMware and is subject to additional service fees based on the amount of backup data capacity. Backup data capacity for the service is measured in front end terabytes (FETB). Once activated, vApps and their virtual machine members may be registered and unregistered with Data Protection features on a self-service basis through the vCloud Air Console.
As part of this service, VMware will:
•Implement and maintain central service components (backup software appliances, backup and archival storage media and associated network topologies) needed to support Data Protection features.
•Perform routine configuration, maintenance and optimization services on behalf of the Data Protection environment and in conformance with industry best practices.
•Allocate requisite backup storage based on capacity selections made at the time of subscription enrollment.
•Guarantee storage locality per geographical region for all backup data.
•Provide necessary Data Protection service reporting as it is requested.

Participating entities will be responsible for:
•Subscribing to Data Protection as an add-on feature via My VMware and selecting an amount of backup storage capacity commensurate with your requirements.
•Creating custom backup protection policies that may include, but are not limited to: affinity settings per VDC, scheduling, and retention periods.
•Registering and unregistering individual vApps and their virtual machine members for scheduled backups using Data Protection.</td></tr>
</table>

	•Performing any on-demand backups per vApp and its virtual machine members. •Performing in-place or out-of-place restores per vApp and/or individual virtual machine. •Managing any in-guest recovery tasks, including restore operations at the operating system, file systems and/or any application level. •Managing backup storage capacity and consumption that may include, but is not limited to: activity reporting, ordering additional storage capacity via My VMwareTM and deleting any backup data in inventory to free up space.
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.
VirtueStream	OS level files are protected with a File System backup and then protect the application with an integrated solution where available. Otherwise databases would dump to a flat file format and those files would be protected with the standard file system backup. Additionally, core microVM's are automatically replicated to a secondary datacenter for DR purposes.

c. Digital location of backup storage (secondary storage, tape, etc.)

CA	APM	Backups are securely replicated to an alternate location (within the same geographic location (e.g. N. America))
	MAA	Daily differential and full backups reside in the primacy site with weekly data backups residing offsite.
	CA Agile	Backups are stored in our warm data center.
	ASM	CA has an alternate site approximately 900 miles from our primary site.
Google	Tape	
Virtru	All backup storage is hosten in two separate cloud storage regions	
Salesforce	Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Tapes never leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process.	
ServiceNow	Please see our response to 8.8.2a	
QTS	Managed Tape Rotation and Off-site Storage This service provides off-site storage for data backup, and helps many customers who must store data separately from a primary IT site to comply with various laws and regulations. QTS has contracted Iron Mountain — a nationally recognized leader in off-site data storage services — to move the data storage media (tapes) to and from a secure, off-site location. The service enables data security, integrity, and restoration in the event of an outage. Off-site data storage via tape ensures that a customer's information is securely stored in multiple locations. In the event of an emergency, QTS and Iron Mountain deliver the customer's media back to their IT environment or wherever they request delivery. Secure: QTS staff adheres to storage-industry best practices and security procedures. QTS facilities have earned SSAE16-SOC1 accreditations. All media is maintained in a secure environment and locked in secure media containers during transition from the QTS environment to the off-site storage location. Compliance and Tracking: QTS's partnership with Iron Mountain provides the ability to offer logging and tracking information about the customer's off-site media via the SecureSync Web portal.	
SAP	Ariba	See above

	Fieldglass	Fieldglass houses all backup data vaults within its production data centers. Replicas of the vault are performed continuously across data centers more than 1,000 miles apart.
	SuccessFactors	All data is backed up to the secondary site and can be restored from there in the event of a disaster recovery event at the primary site.
VMware	VMware vCloud Air Data Protection provides backup storage to disk	
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.	
VirtueStream	Virtustream performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process. Backup data is stored on local enterprise class disk storage systems and can be replicated to systems in a secondary Virtustream datacenter. All of Virtustream backup is disk based solution. Encryption keys are generated at the time of backup application install on the Client VM(s). Encryption keys are at least AES-128 but can be AES-256. Keys are stored on the backup system databases using the encryption key management tool, the data about the keys on the database is in a unreadable format and cannot be decrypted	

d. Alternate data center strategies for primary data centers within the continental United States.

CA	APM	The location where data is stored is generally in the country where the contract is executed.
	MAA	The MAA service is currently available from one data center only.
	CA Agile	We have a hot/warm data configuration with both data centers located within the US but ~1300 miles apart.
	ASM	ASM has a warm standby with near time data replication between the data centers.
Google	Google does not use the N+1 data center assignment due to the risk of cascading failures. Google's infrastructure makes a dynamic decision for each unique login session which data center is the closest, most highly available data center and which data centers will be used as secondary and tertiary. This assignment would shift for that session throughout the day based on availability and is done completely seamless to the end user.	
Virtru	We utilize multiple availability zones in AWS, and backup all data stored in our database to separate datacenters	
Salesforce	Customer Data for customers in Salesforce's Government Cloud is stored in two of our U.S. data center locations. The Salesforce service performs near real-time replication at each data center and annual disaster recovery tests for the service verify the projected recovery times and data replication between the production data center and the disaster recovery center. The disaster recovery site is a 100% replica of the primary production site of capacity (host, network, storage, data). Data is transmitted between the primary and disaster recovery data centers across encrypted links. Additionally, back-ups of data are performed and data is retained on backups at the geographically separated disaster recovery data center location.	
ServiceNow	Please see our response to 8.8.2a	
QTS	The QTS cloud alternate storage sites are located at the following data centers: Richmond, VA, Atlanta, GA, and Suwanee, GA. The entire QTS cloud is a unified standalone Active cloud architecture and is backed up in both Atlanta and Richmond to include: Customer data in the Service Delivery Hypervisor Cluster, and; Cloud Hypervisor Management Infrastructure and Configuration backups.	

	The QTS cloud Security documentation is backed up in alternate site located Suwanee, GA to include: Software/operating Systems, Configuration Data and Security Documentation QTS cloud Management Infrastructure and Configuration Data: Richmond, VA: The Richmond Cloud Management Layer (Cloud Hypervisor Management Cluster) and Customer data in the Service Delivery Hypervisor Cluster, and Configuration data is backed and staged locally in Richmond on the management layer then backed up across the Site-to-Site Management VPN to Atlanta, GA. This process is separate and independent of the Customers Service Delivery Layer. Atlanta, GA: The Atlanta Cloud Management Layer (Cloud Hypervisor Management Cluster) and Configuration data is backed and staged locally in Atlanta on the management layer then backed up across the Site-to-Site Management VPN to Richmond, VA. This process is separate and independent of the Customers Service Delivery Layer. This process maintains both local and remote management layer data and configuration backup for both locations. Suwanee, GA: software/operating systems, configuration data and security documentation at Rocstor Rocsecure Amphibious X7s with Secure-Encrypted Two-Factor Authentication, Utilizing AES-256 CBC Real-Time Hardware Encryption, with NIST and FIPS 140-2 Certified Cryptographic Modules, in a firerated safe located at Suwanee, GA.	
SAP	Ariba	We have a warm site for failover. Equinix (Our primary data center) is located in San Jose, California and our disaster recovery site is located at CenturyLink Data Center in Sterling, Virginia. The act of failing over from the main data center to the recovery site data center has a design goal recovery time objective (RTO) of four hours. The design goal Recovery Point Objective (RPO) is five minutes. In the event of a fail-over to the disaster recovery site location, all URLs that customers use to reach the San Jose data center will continue to work. We will notify customers via their email addresses in the event of unplanned downtime. Internally, we use a documented system recovery plan that outlines the approach and steps for recovering the applications. The document defines roles and responsibilities in the event of disaster: Local staff maintains the hardware remotely We maintain the application software Processes are in place to keep database and fileservers in sync between primary and backup data centers In the event of a catastrophe, we will declare the primary data center ""down"" and our local staff will follow a script to start the applications at the remote data center We test power outage backup scenarios and the Disaster Recovery Plan on a periodic basis.
	Fieldglass	Please see the answer to Question 8.8.2A. above. Fieldglass' backup data center is located in San Jose, CA.
	Hanna	The backup of SAP systems in HEC is executed on EMC DataDomain deduplication storage. This is done using EMC Networker for backup and administration. The backups on Site A are also replicated to remote Site B. For example, site A &B may be Santa Clara, CA and Sterling, VA, respectively.
	Hybris	In the case of catastrophic failure to your primary production data center, we offer anywhere from best efforts to enhanced DR solutions. Enhanced DR

		options translates to either RTO of 8 hours and RPO of 1 hour for a warm standby solution, or RTO of 30 minutes to RPO of 30 minutes for a hot-site. Customers have 3 choices in DR sites: • as part of our base offering, best effort DR, we would bring your site back up in an alternate datacenter which is a minimum of 500 miles away from the primary datacenter. We would actually push your project server images to the alternate datacenter, but we would still need to set up your various interfaces, 3rd party services, etc, which could day a few days. • 2nd would be to have your DR site managed by hybris Managed Services. • 3rd would be to use your own DC as a DR site, We would need to set up a technical call with our combined teams to synch up on the replication strategies. • Our DR services utilizes VMware Site Recovery Manager with storage-based replication. • For enhanced DR, we would include one annual DR test, but more can be added if required. It also includes a customer specific DR and Business Continuity plan.
	SuccessFactors	Each client has a designated primary and backup data center which is geographically separated as well as existing on different power and telecommunications grids.
VMware	Customers can purchase Rackware to provide geographical HA and COOP, but this service is not provided as a core capability of vCA or vCGS. VMware AirWatch AirWatch backs up the production environment from the primary US data center to the secondary US data center. Due to FOIA restrictions and the competitive nature of the EMM landscape, we cannot provide additional backup scheduling or image security procedures.	
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.	
VirtueStream	State of Utah can choose any of our FedRAMP Data Centers to host their applications and the DR location. For illustrative purposes, we have assumed the primary data center will be USDC02 and DR data center would be USDC01. The State of Utah solution has been designed with all workloads running in our San Francisco (USDC02) data center. In the unlikely event of a disaster at the USDC02 facility, State of Utah's production services will be brought back online in the secondary data center located in Northern Virginia (USDC01). The target Recovery Point Objective (RPO) is 30 minutes for virtual machines with a 2 hour Recovery Time Objective (RTO). All production workloads in the primary node will have reserved compute capacity in the secondary node when deployed using Enterprise Reserve µVMs and replicated storage. All virtual machine disaster recovery services are based on storage replication. The primary and secondary data centers are interconnected by diverse private 10 Gbps Sonet rings from separate Tier 1 providers – AboveNet and Level 3. Data is replicated asynchronously and continuously between the two data centers. Virtustream also performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process.	

8.9 Data Protection

8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.

CA	APM	All data is encrypted via TLS Mutual Auth during transit

	MAA	HTTPS/TLS encrypts the data in-transit. Sensitive data rest is encrypted using native encryption of SQL and NoSQL vendors.
	CA Agile	All data in transit is encrypted - we support TLS 1+. For data at rest we have both database and disk level encryption. DB encryption utilizes Oracle TDE w/ AES-256.
	ASM	All data transmitted between data centers is encrypted in-transit. HTTPS/TLS is used by the ASM dashboard and API.
Google	All connections from customer end point devices to Google's Front End Servers are encrypted with enforced HTTPS sessions using Forward Secrecy. Google websites and properties use robust public key technologies: 2048-bit RSA or P-256 ECDSA SSL certificates issued by a trusted authority (currently the Google Internet Authority G2). All data in transit between Google's Data Centers traverses across Google's private fiber network using a customized, proprietary encryption technology. Google hard drives leverage technologies like FDE (full disk encryption) and drive locking, to protect data at rest. These methods of encryption are fully managed by Google and Google's Key Management Servers based on 128-bit or stronger Advanced Encryption Standard (AES). Encryption Keys and Ciphers Supported by Google Protocols TLS 1.2 TLS 1.1 TLS 1.0 SSL 3.04 QUIC Cipher suites ECDHE_RSA with AES ECDHE_RSA with 3DES ECDHE_ECDSA RSA with AES RSA with 3DES Signing keys RSA 2048 ECDSA P-256 Hash functions SHA384 SHA256 SHA1 MD5	
AODocs	All data in transit is encrypted via SSL/TLS Vendor interfaces are available only via HTTPS Email is exchanged via SMTP/TLS All AODocs data are stored in Google AppEngine.	
Virtru	AES-256 in CBC mode, TLS 1.2 ECDHE	
Salesforce	Encryption Capabilities Salesforce has many customers that are subject to laws pertaining to the processing of personally identifiable information (PII) or personal data. Salesforce offers its customers a broad spectrum of functionalities and customer-controlled security features that its customers may implement in their	

	respective uses of the Salesforce services. Salesforce believes that these provide its customers the flexibility to comply with laws with stringent privacy and security requirements. Data In Motion All transmissions between the user and the Salesforce Services are TLS encrypted with a 2048-bit Public Key. The Services use International/Global Step Up TLS certificates, with AES 256-bit encryption by default. Data At Rest Salesforce includes a feature to encrypt custom text fields (ECF): The fields can be masked appropriately for specific data types (i.e., credit card number, Social Security Number, National Insurance Number, Social Insurance Number). Access to read the masked parts of the fields is limited by the ""View Encrypted Data"" permission, which is not enabled by default. Customers can manage their encryption key based on their organization's security needs and regulatory requirements. Encrypted fields are encrypted with 128-bit keys and use the AES (Advanced Encryption Standard) algorithm. Additional Salesforce Encryption Capabilities Apex Code extends the powerful and proven success of the Force.com platform by introducing the ability to write code that runs on Salesforce servers. This language makes possible the development of a new class of application and features deployed entirely on demand. Using Apex, your Agency can create user interface classes that utilize the Apex crypto class to encrypt field level data up to AES 256-bit encryption. Third Party Encryption Solutions (Additional License Option) Should additional encryption be required, third party solutions such as CipherCloud, Skyhigh, and PerspecSys are available on the Salesforce AppExchange. These solutions offer data loss prevention, user activity and monitoring, malware protection, as well as data protection with encryption and tokenization. Data can be encrypted and masked at rest, keys managed and stored in Salesforce, and compliance controls to prevent unauthorized access to data and keys.
ServiceNow	ServiceNow makes use of encryption for both data in transit and data at rest. ServiceNow provides optional capabilities with regard to the encryption of data at rest within the system, which customers can apply at their own discretion. Encryption in Transit ServiceNow customers access their instances over the Internet using forced Transport Layer Security (TLS) encryption (AES128/256) for all user access. The level of encryption is based on the browser and must be configured by the customer as ServiceNow does not modify any browser settings. All attempts to access ServiceNow over HTTP are redirected to HTTPS. Integration Encryption For integrations such as LDAP and Web Services, ServiceNow provides customers with the ability to encrypt traffic. LDAP can be configured to run over SSL, this requires customers to provide a certificate for the specific LDAP server. Certificates may also be stored within an instance to allow encrypted transmission for Web Services integrations. FTPS and SCP can be used as file transfer methods to securely transfer files to ServiceNow. Email Encryption Customers may configure their instance to generate emails to their users from the instance. ServiceNow provides the capability to receive email over TLS. Customers are able to configure their

	email system to send email to ServiceNow over TLS and ServiceNow will receive that email over TLS. Encryption at Rest ServiceNow can provide three types of encryption for data at rest that are implemented by the customer or by customer request in the case of edge encryption and dedicated hardware. •Column encryption of customer added fields and attachments: Provides data encryption using AES128/256 or 3DES symmetric key encryption. The customer provides the keys for this encryption. Data stored in these fields cannot be searched or reported on and this does not support out of the box fields. •Edge Encryption Proxy: With optional additional cost Edge Encryption, the customers create and control their encryption keys within their own network. Edge Encryption includes a proxy application that resides in a customer's network. This encrypts data before it is sent (also encrypted in transit) from the customer's environment to the ServiceNow instance. The data always remains encrypted whilst stored in the instance and the data along with the keys and the encryption configuration is never accessible by ServiceNow. Requests for encrypted data must also be made through the proxy application and is therefore decrypted only within the customer's network before being sent to their end users client browser. Please note that data encrypted with Edge encryption cannot be used by back-end scripts or processes and searching and reporting behavior is also modified through its use. •Full disk encryption: Provides via self-encrypting hard drives with AES256 bit encryption. This encryption capability is only available through the purchase of dedicated ServiceNow hardware at an additional cost. This delivers "at-rest" protection only and is focused solely on preventing data exposure through the loss or theft of hard disks holding customer data. Wherever possible, ServiceNow leverages existing FIPS 140-2 certified technologies.	
Docusign	Secure, private SSL 256 bit viewing session Anti-tampering controls Signature verification of signing events Unalterable, systematic capture of signing data Digital certificate technology Customer configurable data retention program	
SAP	Ariba	We enforce minimum AES 128-bit encryption using Transport Layer Security (TLS) for all sessions. We encrypt only PCI-DSS data in the database where appropriate and in support of PCI-DSS compliance. All backup media is encrypted using AES 256-bit cipher prior to transporting to off-site storage
	Fieldglass	Our application provides a high level of application-level security through a combination of encryption, page-level access checking, document envelopes, and activity logging. Application security is handled through a combination of programming checks, application server configuration, and database server configuration. Fieldglass uses 2048-bit SSL (HTTPS) encryption for all data transmissions over the public Internet, including data shared between the product and end users and data shared between the product and back-end systems. Data is decrypted on the internal VLAN to allow IDS monitoring. Passwords are hashed using a one-way hash based on the SHA-256 encryption algorithm. The hash value is saved within the database; not the password. The base Fieldglass application does not require data that would require breach notifications if compromised. While customers should not store sensitive personal data, custom fields may be defined by the customer that can be encrypted with AES-256 to capture any pertinent and permissible data points. These fields can also be optionally masked from view while entering and viewing the fields in the application.

	Hanna	Initial encrypted data load - physical encrypted data transfer possible Encrypted connection to HEC DC - SAP solutions support various VPN-device vendors and specifications that can be used to setup a secure and encrypted tunnel between cloud solutions from SAP on the customer network segment and the customer site. Optional Data at Rest encryption - HANA encryption at Rest activated during system build upon request. Moreover data at rest is properly protected against unauthorized access, these controls include •Physical security controls in SAP HEC Datacenters in place •Physical separation of "online" storage and backup (physically separated DC sections) •Strict User and Access Management (segregation of duties) •Authorization Management according to the need to know principle also for administrative accounts, e.g. DBAs have limited authorizations to perform DB operation only •Security Logging and Security Monitoring for critical activities / access Optional encryption in transit can be configured on customer request which requires a different subset of DC's from delivery perspective.
	Hybris	Encryption is provided through SSL connectivity at the web application layer as well as VPN secure encrypted tunnel for back-office integration connectivity. Further encryption capabilities are available through the hybris Advanced Security Module (optional).
	SuccessFactors	All data in the system is treated as highly sensitive information. The application and infrastructure offers Strong Encryption, Encryption in Transit and Encryption at Rest, including the following (some of these are options that are not included in the base services): Transport Layer Security (TLS) technology, consisting of a public key and a private key, to protect sensitive information. The public key is used to encrypt information and the private key is used to decipher it. When a Web browser points to a secured domain, a handshake authenticates the server (website) and the client (browser). An encryption method is established with a unique session key. Customers may then begin a secure session that facilitates message privacy and integrity. Hitachi SAN storage arrays provide a reliable safe, secure data storage environment. We use AES-256 bit encryption to secure data at the block level of our storage systems. Backups are performed ""disk to disk"". Data is transported over 3DES VPN and stored on encrypted disk using Data Domain replication technology
VMware	VMWare IaaS Services Data in transit will be encrypted based upon the customers selected method of transport (SSL or IPSEC VPN). Data at rest encryption is the responsibility of the customer. By example HyTrust is an endpoint encryption choice for many vCloud Air customers. VMWare AirWatch AirWatch leverages strong, non-proprietary encryption algorithms to protect applicable data at rest and in transit. Due to FOIA restrictions and the competitive nature of the EMM landscape, we cannot provide specific encryption algorithms and protocols.	
FireEye	Each of the FireEye offered solutions have their own implementations and practices concerning encryption:	

	1.Email Threat Prevention (ETP) ETP offers TLS encryption support for data in transmission. ETP only stores email found to contain malware or malicious content and does not encrypt this data. 2.Mobile Threat Prevention (MTP) All data in transit is protected using standard TLS encryption. The database itself is not encrypted. However, all systems are under strict security and access control rules, in compliant with SOC 2 regulations. 3.Threat Analytics Platform (TAP) All data in-transit between a customer environment and TAP instance in Amazon AWS is encrypted with a 256-bit Twofish key. No customer data is stored on disk, however data stores leverage Amazon AWS S3 encryption settings. 4.FireEye as a Service (FaaS CV) FireEye appliance communications, and FireEye as a Service (FaaS) non-person entity (NPE) secured inter-process communications employs industry standard HTTPS encrypted web interfaces, and multifactor SSH management access for the end-to-end protection of sensitive customer data. In addition, FaaS communicates with FireEye appliances with additional layers of protected symmetric key exchanges protecting and establishing encrypted channels for inter-device information.
VirtueStream	Encryption keys are generated at the time of backup application install on the Client VM(s). Encryption keys are at least AES-128 but can be AES-256. Keys are stored on the backup system databases using the encryption key management tool. The data about the keys on the database is in an unreadable format and cannot be decrypted.

8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.

Carahsoft would be willing to sign Business Associate Agreements or similar agreements that are set forth with a purpose of protecting customer data.

8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.

Agreed and understood. Carahsoft and its' subcontractors will not use any government data for purposes other than those outlined within the frameworks of this contract.

8.10 Service Level Agreements

8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.

CA	APM	The target availability SLA of 99.8% is standard and not negotiable
	MAA	The target availability SLA of 99.8% is standard and not negotiable
	CA Agile	The target availability SLA of 99.8% is standard and not negotiable
	ASM	The target availability SLA of 99.8% is standard and not negotiable
Google	Google maintains a single SLA for all customers.	
AODocs	AODocs maintains a single SLA for all customers.	
Virtru	Agreement can be negotiated for certain large customers.	

Salesforce	Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA it will be negotiated separately. The persistence layer underlying Salesforce Platform is proven database technology that powers all of Salesforce's products today, serving more than 150,000 organizations and over 4 billion transactions per day with an average request response time of less than .25 seconds all with an average up time of 99.9+ percent. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live and historical statistics on the Salesforce system performance are publicly published at http://trust.salesforce.com/trust/status. Salesforce has maintained high levels of availability across all Salesforce instances since inception. As the only on-demand vendor to provide daily service-quality data on a public Web site (http://trust.salesforce.com), Salesforce proves that we are the leader in availability. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance.	
ServiceNow	ServiceNow's SLA is not negotiable. ServiceNow delivers the same level of world-class support to all customers as described in the "Subscription Service Guide" included with this response. ServiceNow's homogeneous private cloud environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible. The ServiceNow environment is a private cloud, fully owned and operated by ServiceNow. ServiceNow's experience & understanding of its private cloud and the benefits provided by a consistent infrastructure and standardized processes allow it to provide a high level of security, availability, and performance in a cost effective and reliable manner.	
Docusign	Yes SLA's can be modified per contractual agreement.	
SAP	Ariba	Our SLAs are not negotiable. As mentioned above, the SAP Ariba Cloud Service Level Agreement includes a 99.5% uptime.
	Fieldglass	Our SLA is designed to (i) meet the expectations of our customers and (ii) fit with our operational protocols and capabilities. Because of this our ability to make significant changes to the SLA is limited. However, we are always willing to work with a customer to try and determine how our SLA can address a particular business.
	Hanna	Our SLAs are not negotiable for Support. Under our SLA, System Availability is 99.5% during each month for productive systems. Customers may claim a credit of 2% of Monthly Subscription Fees for each 1% below SLA (not to exceed 100% of Monthly Subscription Fees). This credit may be applied to a future invoice relating to Cloud Service that did not meet the System Availability SLA.
	Hybris	Our SLAs are not negotiable for Support. Under our SLA, System Availability is 99.5% during each month for productive systems. Customers may claim a credit of 2% of Monthly Subscription Fees for each 1% below SLA (not to exceed 100% of Monthly Subscription Fees). This credit may be applied to a

		future invoice relating to Cloud Service that did not meet the System Availability SLA.
	SuccessFactors	Our SLAs are not negotiable for Support. Under our SLA, System Availability is 99.5% during each month for productive systems. Customers may claim a credit of 2% of Monthly Subscription Fees for each 1% below SLA (not to exceed 100% of Monthly Subscription Fees). This credit may be applied to a future invoice relating to Cloud Service that did not meet the System Availability SLA.
VMware	VMware's SLAs are specific to the product or service, and are subject to the product's Terms of Service (which are also provided). The SLA is specific to the product rather than to the customer, to define the expected availability and recourse should the product not meet the stated availability levels. VMware's existing customers include Federal, State and Local government customers as well as commercial customers, who successfully utilize our products in accordance with the current SLA and Terms of Service and their applicable, mandatory laws and regulations. Accordingly, VMware is confident that the existing SLA meets the state and local government requirements, as it is being utilized currently. VMware IaaS Services To best work with our customers and improve our terms in alignment with market requirements, VMware is willing to review the terms of its SLA during negotiations of the Participating Addendum to identify how the existing SLA meets the state's applicable and mandatory laws and regulations. If it becomes apparent to the parties that it is necessary to revise VMware's SLA to comply with the state's applicable and mandatory laws, VMware will enter into discussions about how to best address these requirements Vmware SaaS Services VMware AirWatch AirWatch Service Level Agreements are non-negotiable. AirWatch has a guaranteed uptime SLA of 99.9%. Please refer to the AirWatch Hosted Services Policy for additional information. VMware AirWatch acknowledges that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the mandatory minimum requirements and technical specifications of the RFP.	
FireEye	SLAs are negotiable.	
VirtueStream	Virtustream's Service Level Agreement is generally not negotiable. Our SLAs are one of the strictest in the market place. To change the SLA would mean either changing the design or create operational disruption and higher cost by engaging in non-standard processes and practices. For example, Virtustream's SLA for Tier 1 storage is 10 ms latency. For Virtustream to change this latency means changing the design for Tier 1 storage.	

8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

Below is a sample of Virtustream's Service Level Agreement:

SERVICE LEVEL FRAMEWORK
The service levels ("Service Levels") applicable to the Services specified in Sections 1 and 2 are set forth in Schedule B to this SD ("Service Levels for Cloud Platform Services"). The framework that governs all Service Levels is set forth in this Section.
Commencement of Service Levels
Commencing thirty (30) days from the Service Start Date (as set forth in the applicable Order Form), Virtustream's performance of the Services will meet each applicable Service Level. If Virtustream's performance of the Services

does not meet the applicable Service Level, then Virtustream will use commercially reasonable efforts to restore its performance to meet such Service Level.

Service Level Reports

Service Levels will be calculated and measured monthly by Virtustream on a calendar month basis and reported each month for the previous month. The reports will be provided to Customer by the tenth (10th) working day of the month following that to which such report relates, commencing on the second (2nd) month following the Service Start Date and each month thereafter. The monthly service level report will contain at least the following items: (i) Uptime statistics for the month concerned; (ii) an analysis of reported incidents over the previous month, broken down by type for discussion; (iii) action plans for items giving rise to concern; (iv) comments and observations on any issues arising from Virtustream's performance monitoring activities; (v) recommendations on service delivery strategies to maintain or enhance the service level; and (vi) review of general business requirements ("Service Level Report"). Cloud Platform Services (CPS) has its own specific service levels as described in this document. Cloud Cover Services (CCS) has service levels that pertain to the CCS offerings and are reported separately. Not all Virtustream customers have CCS but all Virtustream customers use CPS.

Service Level Review Meetings

Monthly Service Level review meetings will be conducted by Virtustream with Customer where the monthly Service Level report specified above will be discussed. If any of the Service Levels measured over the previous calendar month period is not achieved in that month, then Virtustream will include the steps taken to rectify the problem in the next monthly Service Level Report. In addition, the issue shall be an agenda topic for discussion at the next monthly service review meeting. Additionally, after restoring service or otherwise resolving any immediate problem as specified in this SD, if Virtustream fails to provide Services in accordance with the Service Levels, Virtustream shall:

a.Promptly investigate and report on the causes of such problem;

b.Provide a Root Cause Analysis of such failure as soon as practical after such failure or at Customer's request;

c.Correct such problem that is Virtustream's fault or responsibility, as soon as reasonably practicable and coordinate the correction of such problem if Virtustream does not have responsibility for the cause of such problem.

d.Advise Customer of the status of remedial efforts being undertaken with respect to such problem;

e.Demonstrate to Customer's reasonable satisfaction that the causes of such problem (that is Virtustream's fault or responsibility) have been or shall be corrected on a permanent basis; and

f.Take corrective actions to prevent any recurrence of such problem (that is Virtustream's fault or responsibility).

Root Cause Analysis

Promptly following Virtustream's failure to meet a Service Level, Virtustream will perform a root cause analysis to determine the reason for that failure. Upon Virtustream's determination of the cause of such failure, it will provide to Customer a preliminary report citing the cause of such failure. If Virtustream determines that the failure was due to Virtustream, an additional report will be provided that details the root causes of the failure, and which details any measures that should be taken to minimize the possibility that such failures will re-occur. Virtustream will correct the problem and use reasonable commercial efforts to minimize the re-occurrence of such failures.

Service Level Exceptions

Virtustream shall not be liable for any failure to meet the Service Levels, to the extent such failure was caused by one or more of the following:

a.A failure of Customer or any of its employees, agents or contractors (including any of Customer's third party service providers) to perform any of its responsibilities under this SD;

b.Any act or omission of Customer or any of its employees, agents or contractors (including Customer's third party service providers or other third parties acting on behalf of Customer);

c.Any hardware, software or other product of a third-party or Customer equipment;

d.Any failure of Customer to secure the proper access rights or maintenance and support services with respect to any component of the Services (e.g., hardware, software, network, maintenance) for which Virtustream does not bear operational responsibility;

e.Downtimes resulting from a Virtustream's scheduled maintenance windows;

f.Customer's reprioritization of the tasks to be performed by Virtustream where such reprioritization causes Virtustream to miss a Service Level;

g.Viruses; provided that the infected Virtustream-provided system had virus protection for which the virus protection software updates were up to date;

h.An election by Customer to purchase a base commitment that is not sufficient to run Customer's system (e.g., If a customer elects to size a µVM pool that is insufficient to run the designated workload);
i.Issues occurring outside of standard working hours (as defined for business level customers) — for which the Service Level Objectives (SLOs) do not apply;
j.Cloud Cover Services (CCS) offerings — for which the Service Level Objectives (SLOs) do not apply;
k.Resolution delays due to lack of client response and/or Customer provided credential based information;
l.Priority levels not agreed upon by both customer and supplier;
m.Claims of performance degradation not substantiated through Customer provided diagnostic testing results.

8.11 Data Disposal

Specify your data disposal procedures and policies and destruction confirmation process.

The disposal of data will vary based on the type of service that is being provided to the Purchasing Entity by Salesforce. As an example, please see Salesforce response for disposal of government data: Data Disposal and Destruction
In the event of termination of the Salesforce service, requests by your Agency made within 30 days after the effective date of termination or expiration of the Subscription Agreement, Salesforce will make your data available to you for export or download. Once the export has been completed, an email will be sent to you containing a link where you can download a .zip file that contains multiple .csv (spreadsheets) files, each representing your Salesforce objects. Your data on disk is flagged within the database and set to inactive status or what can be referred to as a ""soft delete."" This data is no longer available or accessible to the application but is backed up in the full database backup process. The data remains in this state for 180 days; this is done in the event that the customer decides to resume services or needs the data for a legal reason. At 180 days, the data is marked for deletion (""hard delete"") and will be deleted after 30 more days. Once this ""hard delete"" is executed the customer data is physically deleted and non-recoverable from the database. Following the purge, the data will remain on backup for an additional 90 days prior to being overwritten and unrecoverable.

Media Sanitization
Salesforce has an established process for sanitizing media consistent with industry guidelines and consistent with NIST SP 800-88 Guidelines for Media Sanitization [MP-6].

8.12 Performance Measures and Reporting

8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.

CA	APM	CA SaaS production environments have an SLA at 99.8% uptime calculated arrear monthly. 1hr response for P1 issues.
	MAA	CA MAA SaaS production environments have an SLA at 99.8% uptime calculated arrear monthly. 1hr response for P1 issues.
	CA Agile	For Rally SaaS Unlimited Edition customers, our goal is to provide 99.9% up-time during each calendar quarter. If in any calendar quarter an up-time of 99.5% is not met and our customers were negatively impacted (for example, were unable to login to Rally), we will provide a service credit equal to one month of fees for use of the Rally Service.
	ASM	CA SaaS production environments have an SLA at 99.8% uptime calculated arrear monthly. 1hr response for P1 issues.

Google	Google Apps services will be operational and available to the customer at least 99.9% of the time in any calendar month. If Google does not meet the Google Apps SLA, the customer will be eligible to receive service credits.	
AODocs	Altirnao agrees to use commercially reasonable efforts to meet or exceed the Availability Service Level. The Availability Service Level means the Service is available for use by Users for not less than 99.5% of the time excluding the Exclusion Events (as defined below).	
Virtru	Virtru provides the same SLA as Gmail	
Salesforce	Salesforce has maintained high levels of availability across all Salesforce instances since inception. As the only on-demand vendor to provide daily service-quality data on a public Web site (http://trust.salesforce.com), Salesforce proves that we are the leader in availability. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. The persistence layer underlying Salesforce Platform is proven database technology that powers all of Salesforce's products today, serving more than 150,000 organizations and over 4 billion transactions per day with an average request response time of less than .25 seconds all with an average up time of 99.9+ percent. Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA it will be negotiated separately.	
ServiceNow	ServiceNow's Availablity SLA Is 99.8%, excluding Excused Downtime of up to two hours per month. This is achievable through the use of the Advanced High Availability (AHA) architecture described in 8.8.1 that provides failover capabilities for maintenance and service disruptions to minimize downtime.	
Docusign	DocuSign offers carrier class bank grade, "always on" availability. This means DocuSign has eliminated monthly maintenance (taking 0 minutes of planned downtime per year). We are a multi-year 99.99% operation. Please view the DocuSign Trust site (trust.docusign.com) for additional information.	
QTS	TIA 942 requirements for the design, construction, and management of Tier III facilities is the design basis for all QTS data centers. Using best-of-breed technologies, QTS's highly trained, certified data center professionals tailor efficient and reliable solutions to meet individual customer requirements. Primary commercial power is delivered to facilities through diverse, redundant paths to eliminate single points of failure between the nearest electrical substation (usually on-site) and each piece of customer IT equipment. QTS allows users to inspect the engineering drawings to validate that truly redundant N+1 architectures are in place and that the 99.999% uptime guarantee is supported by sound engineering and operational policies. Meaningful Service Level Agreements are backed by financial penalties spelled out in tailored Master Service Agreements with each customer.	
SAP	Ariba	Our data centers have 99.99% uptime. Our application maintains a 99.% official SLA with the last 12 months seeing 99.98% uptime.
	Fieldglass	For customers hosted in US data centers, we commit to a 99% availability standard. For customers who choose to be hosted in EU data centers, our availability standard is 96.7%. If we fail to meet the availability standard, the

		customer may be entitled to receive a credit equal to two percent (2%) of its transaction fees for the service for that month for each one percent (1%) (or portion thereof) by which we fail to achieve such level, up to one hundred percent (100%) of the fees for such month.
	Hanna	The SAP HEC offers a 99.5% uptime availability SLA for production (PRD) instances and a 95% uptime availability for quality assurance (QAS) and development (DEV) instances. This means that after taking in to account the monthly maintenance window, the TOTAL solution will be available 99.5% of the time - not that we expect it, but this equates to about 3 hours of unscheduled downtime per month. The concept of "total solution" is important because the HEC provides Holistic Solution Availability - our single SLA covers the FULL SOLUTION STACK which means it covers the Infrastructure, Operating System, local DB, the HANA in-Memory DB, and the Application layers. We do not offer individual SLAs on individual layers because if one layer fails, the entire solution is down
	Hybris	The environment is completely redundant and based on a high availability architecture. The hybris private cloud is based on VMWare virtualization and is fully load-balanced. Customer systems reside on a redundant server infrastructure ensuring that if one server (or part of the server infrastructure) fails, a backup is in place to ensure that systems remain operational. The infrastructure is load-balanced ensuring high availability of the system during peak usage periods. The load-balancing allows the systems to support large volumes of simultaneous users balancing the load of activity across multiple servers ensuring peak performance of all systems. Redundancy of Infrastructure Components: • Multihome connectivity to the Internet backbone. Multiple connections to the internet, allows optimizing the best route as well as redundancy. • At an individual component level, all devices have dual physical power connections to protect against any individual power supply failure • Redundant Firewalls • Redundant Routers, • Redundant Load balancers • Virtualized Application and Web servers • Clustered Database - active active cluster mode for enhanced redundancy • High performance SAN storage- from Netapp, with built in redundancy at the disk level (NetApp proprietary RAID technology, similar to a RAID 5) • The data centers provide diverse power (Uninterruptible Power Supply), backup generators and air conditioning systems required to ensure equipment remain online with optimal performance 24/7/365. • SLA: contractually we provide a guarantee on the performance of your application at 99.9% availability.
	SuccessFactors	We contractually guarantee a minimum of 99.5% system uptime, with the exception of regularly scheduled and emergency maintenance.

VMware	VMware's SLAs for vCloud Air. Our Availability Commitment ranges from 99.99% - 99.95 based on the Class of Service. The SLAs are subject to the terms of the applicable Terms of Service for the VMware vCloud Air Service Offerings. Dedicated Cloud 99.99%, Virtual Private Cloud 99.95%, Data Protection 99.95%, Disaster Recovery 99.95%, Virtual Private Cloud On-Demand 99.95% Availability Commitment. IaaS Object Storage: Object Storage powered by Google CLoud Platform (standard) 99.9%, Object Storage powered by Google (durable reduced availability) 99.0% and Object Storage (nearline storage) 99%. vCloud Government Service Dedicated Cloud 99.95% and Virtual Private Cloud 99.9% Availability Commitment.
FireEye	FireEye undertakes all reasonable efforts to ensure the availability for 99.9% of the time during each calendar month. In the event the solution does not meet the monthly service availability, FireEye will provide a credit as outlined in the SLA.
VirtueStream	Virtustream solution for VM workload includes the uptime of 99.99%.

8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.

CA	APM	Uptime SLA target is 99.8% CA runs test scripts using application monitoring tools on the Production system to verify that the CA SaaS service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the service.
	MAA	Uptime SLA target is 99.8% CA runs test scripts using application monitoring tools on the Production system to verify that the CA SaaS service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the service.
	CA Agile	See above.
	ASM	Uptime SLA target is 99.8% CA runs test scripts using application monitoring tools on the Production system to verify that the CA SaaS service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the service.
Google	Google Cloud Platform SLA: Google's Cloud platform has SLAs ranging from 99.9 - 99.95% uptime.	
Salesforce	Please see response to 8.12.1 above. Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA it will be negotiated separately. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live and historical statistics on the Salesforce system performance are publicly published.	
ServiceNow	DEFINITIONS (a) "Available" means that the Subscription Service can be accessed by authorized users.	

	(b) “Excused Downtime” means: (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow’s control, including without limitation modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow’s direction, a Force Majeure Event, general Internet outages, failure of Customer’s infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks. (c) “Maintenance Time” means the time the Subscription Service is not Available due to service maintenance. (d) “Availability SLA” means the percentage of total time during which Customer’s production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime. AVAILABILITY If Customer’s production instances of the Subscription Service fall below the Availability SLA of ninety-nine and eight-tenths percent (99.8%) during a calendar month, Customer’s exclusive remedy for failure of the Subscription Service to meet the Availability SLAs is either: (1) to request that the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA; or (2) to request that ServiceNow issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA (determined at the deemed per minute rate ServiceNow charges to Customer for Customer’s use of the affected Subscription Service), which Customer may request ServiceNow apply to the next invoice for subscription fees. REQUESTS Customer must request all service credits or extensions in writing to ServiceNow within thirty (30) days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period Customer’s production instances of the Subscription Service was not Available. The total amount of service credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. ServiceNow may delay issuing service credits until such amounts reach one thousand U.S. dollars ($1,000) or equivalent currency specified in the applicable Order Form.	
Docusign	Our industry-leading, global support model is there to back you up, no matter where you do your business. We provide you access to the expertise you want, whether through our communities, our knowledge base and on-demand training, or our team of experienced technical support professionals, who know you and your solutions.	
QTS	99.999% uptime guarantee. Meaningful Service Level Agreements are backed by financial penalties spelled out in tailored Master Service Agreements with each customer.	
SAP	Ariba	We guarantee a 99.5% system availability percentage during each month for production versions, with the exception of regularly scheduled and emergency maintenance.
	Hanna	Technical Availability for PRD systems - 99.5% Technical Availability for non PRD systems - 95% SAP shall track and report to Customer the “Technical Availability” in a monthly summary report. SAP HEC can offer a contractual SLA of 99.7 on a case by case basis.
	Hybris	SLA: contractually we provide a guarantee on the performance of your application at 99.9% availability.

	SuccessFactors	We guarantee a 99.5% system availability percentage during each month for production versions, with the exception of regularly scheduled and emergency maintenance.
VMware	AirWatch Service Level Agreements are non-negotiable. AirWatch has a guaranteed uptime SLA of 99.9%. Please refer to the AirWatch Hosted Services Policy for additional information. VMware AirWatch acknowledges that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the mandatory minimum requirements and technical specifications of the RFP.	
FireEye	FireEye cloud solutions are available 99.9% of the time in any calendar month, other than mutually agreed upon and scheduled downtime.	
VirtueStream	Virtustream IaaS Compute is comprised of computing resources hosted in secure data centers that replace the physical computing hardware traditionally housed on Customer site. These resources include physical servers which are logically divided into VMs (virtual machines), each with an allocation of CPU and memory, and linked to storage. Terms used in the detailed descriptions below: •µVM. Pronounced "micro VM," this is Virtustream's fine-grained unit of measurement designed to accurately measure the actual consumption of cloud resources. A µVM is a unit of computing resources, comprised of CPU, memory, storage IOPS, and associated local network bandwidth. The usage of each µVM resource component (CPU, memory, storage input/output, and network bandwidth) is measured at five minute intervals — one unit each for 200MHz of CPU, 768MiB of memory, 40 storage fabric input/output operations per second (IOPS), and 2Mbps of local network bandwidth. The highest of the four is averaged per hour, and the hour values averaged across the month to determine the overall µVM usage for the month. Note: The measurement is performed at the aggregate level — across Customer's entire µVM resource pool. Bandwidth usage is only within the data center. •Basic Plus uVM. These terms differentiate the two ways Virtustream offers µVMs services. "Basic Plus" µVM services are limited to a single Virtustream data center and have 99.99% availability for the Customer's committed level. "Reserve" µVM service is an equivalent quantity of Basic Plus µVMs reserved at Customer-designated secondary Virtustream data center for on-going operation during disaster events and during scheduled disaster recovery (DR) exercises. In both cases, overage resources required ("surges") up to 20% above the committed level from the contract /order form are provided at the same availability level. If Customer experiences consistent overage above this level, then Customer should reset the committed level. •High Memory. Virtustream offers competitive pricing on compute services for applications that require large amounts of memory (64GiB or more). •Enterprise These terms identify the "zones" within which µVMs are made available for consumption. The "Enterprise" zone is for use by non-Internet facing workloads. Systems deployed into the Enterprise zone are not directly accessible from the Internet. Enterprise Basic Plus µVM (IC-uVM-BASP-ENT) Enterprise Basic Plus µVMs reside in a single Virtustream data center, in the Enterprise zone. Resource availability is 99.99%, and only at the designated data center. Overage resources required ("surges") up to 20% above the committed level from the contract /order form is provided at the same availability level. If Customer experiences consistent overage above this level, then Customer should reset the committed level. Service Level. 99.99% availability for the Customer's committed level. Billing. Monthly, based on resource usage. Tier 0 Block Storage - Local Only (IC-STO-TOA-LOC) Block storage with a Latency Service Level of 3ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month.	

	Tier I Block Storage - Local Only (IC-STO-T1A-LOC) Block storage with a Latency Service Level of 10ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month. Tier II Block Storage - Local Only (IC-STO-T2A-LOC) Block storage with a Latency Service Level of 20ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month. Tier III Block Storage - Local Only (IC-STO-T3A-LOC) Block storage with a Latency Service Level Objective of 40ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month. Tier 0 Block Storage - Replicated (IC-STO-TOA-REP) Data storage with a Latency Service Level of 3ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated. Tier I Block Storage - Replicated (IC-STO-T1A-REP) Data storage with a Latency Service Level of 10ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated. Tier II Block Storage - Replicated (IC-STO-T2A-REP) Data storage with a Latency Service Level of 20ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated. Tier III Block Storage - Replicated (IC-STO-T3A-REP) Data storage with a Latency Service Level Objective of 40ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated.

8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.

CA	APM	CA Support can be engaged by telephone or online via CA Support Online at http://www.support.ca.com. CA Support is available 24x7x365. Technical support will be delivered in accordance with customer preference, and will likely include both telephone and email communications. CA Support Online is available 24 hours per

		day and allows customers to manage their cases (i.e. log, view, set severity level, update and close cases). CA Support Online also provides various other useful features, for example: a knowledge base search; product and documentation downloads; fixes, service pack and patch downloads; support utilities; automated notifications; access to communities, beta programs; subscriptions for hyper notifications, etc. While working with CA Support engineers on cases, email communications and a remote access capability can also be used to deliver support services. Secure File Transfer Protocol (FTP) and a secure FTP web client allow for the protected transfer of case file attachments to CA Support, with the web client additionally providing case file transfer protection from CA Support. Files are encrypted and stored securely while on CA systems. Optionally unsecure FTP transfers also are supported."
	MAA	CA Support can be engaged by telephone or online via CA Support Online at http://www.support.ca.com. CA Support is available 24x7x365. Technical support will be delivered in accordance with customer preference, and will likely include both telephone and email communications. CA Support Online is available 24 hours per day and allows customers to manage their cases (i.e. log, view, set severity level, update and close cases). CA Support Online also provides various other useful features, for example: a knowledge base search; product and documentation downloads; fixes, service pack and patch downloads; support utilities; automated notifications; access to communities, beta programs; subscriptions for hyper notifications, etc. While working with CA Support engineers on cases, email communications and a remote access capability can also be used to deliver support services. Secure File Transfer Protocol (FTP) and a secure FTP web client allow for the protected transfer of case file attachments to CA Support, with the web client additionally providing case file transfer protection from CA Support. Files are encrypted and stored securely while on CA systems. Optionally unsecure FTP transfers also are supported."
	CA Agile	Support is available 24/7 and a contact number will be provided upon completion of the contract.
	ASM	CA Support can be engaged by telephone or online via CA Support Online at http://www.support.ca.com. CA Support is available 24x7x365. Technical support will be delivered in accordance with customer preference, and will likely include both telephone and email communications. CA Support Online is available 24 hours per day and allows customers to manage their cases (i.e. log, view, set severity level, update and close cases). CA Support Online also provides various other useful features, for example: a knowledge base search; product and documentation downloads; fixes, service pack and patch downloads; support utilities; automated notifications; access to communities, beta programs; subscriptions for hyper notifications, etc. While working with CA Support engineers on cases, email communications and a remote access capability can also be used to deliver support services. Secure File Transfer Protocol (FTP) and a secure FTP web client allow for the protected transfer of case file attachments to CA Support, with the web client additionally providing case file transfer protection from CA Support. Files are encrypted and stored securely while on CA systems. Optionally unsecure FTP transfers also are supported."
Google	Customers are entitled to direct Google support in additional to whatever Support Services the reseller has to offer. Google has a published Technical Services Support Guide for both Google Apps and Google Cloud Platform that describe the hours of operation, how to get after hours	

	support, how to set the priority on a case, how to contact Google, and what the target response times are.
AODocs	Customers are entitled to direct AODocs support in additional to whatever Support Services the reseller has to offer.
Salesforce	Salesforce is proposing the Premier+Success Plan. Your Agency can cover all of its bases with this plan: support, training, and administration. It's what the + is all about. The Premier+ Success Plan gives you all the benefits of our Premier success plan, including a support rep assigned to your organization, priority case routing, 1-hour response time, 24x7 phone support, unlimited usage of our entire online course library, plus one very helpful addition: access to your own team of expert Salesforce administrators. This lets you focus on design and management while we support your configuration. The Premier+ Success Plan includes: ● Unlimited access to our entire online course catalog of 100+ courses ● 24x7 toll-free phone support ● Priority case queuing and routing ● Quick 1-hour response time ● An assigned support account rep ● Force.com code troubleshooting ● Customizable end-user course templates ● Premier Success Review to measure usage and trends ● Access to our pool of Salesforce Certified Administrators who can configure and maintain your Salesforce edition ● Premier Success Review to measure usage and trends ● Includes administration services: Get configuration help. Request 100+ routine configuration updates like creating users, reports, workflow, and dashboards. You take online administration training to learn the basics, then you tell us your business requirements. Our team of certified administrators updates your Salesforce system. Subject to the Government Cloud Premier+ Success Plan outlined above, access to systems and permissions which could permit access to Customer Data inside of the Salesforce Government Cloud storing U.S. government, U.S. government contractors, and FFRDC Customer Data will be restricted to Qualified U.S. Citizens. Qualified US Citizens are individuals who are United States citizens, and are physically located within the United States when accessing the Salesforce Government Cloud systems; and have completed a background check as a condition of their employment with Salesforce.Severity Levels & Response TimesIssues will be categorized and handled according to an assigned severity level, as follows: Level 1 - Critical Response time: 1 Hour* Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available. Level 2 - Urgent Response time: 2 Hours* Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests such as requests for feature activation or a data export. Level 3 - High Response time: 4 Hours**

	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable. Level 4 - Medium Response time: 8 Hours** Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable. *24/7 Severity 1 and 2 coverage includes weekends and holidays **Severity 3 and 4 target response times include local business hours only and exclude weekends and holidaysOverview of Support Escalation PathAn issue is received by Tier 1 Support Rep who will document details and attempt to resolve. In the event that the problem cannot be resolved at this level, case will be escalated to a Tier 2 Support Rep for further analysis. Occasionally, a Case may be received for which technical understanding or indicated fix exceeds the responsibility of Support. These issues are quickly brought to the attention of R&D through the Tier 3/QA channel. Throughout the lifecycle of the case, customer will receive regular updates from the case owner at regular intervals based on case severity. Customers can work with their Support Account Specialist (SAS) if assigned through the purchase of Premier Support as a point of escalation should the need arise. Step-by-step escalation path: •Case is logged via Help Portal, Phone or through Live Chat •Depending on the functional area of the case a Tier 1 Support Rep from the appropriate skill group responds to the user confirming that the issue has been received and is in process. •Tier 1 analyzes the issue from the perspective of customer provided information in the case. •Tier 1 makes contact (phone or email) with the customer and gathers more information including any access needed to reproduce the problem. •With all necessary information gathered, Tier 1 will attempt to resolve the issue with the customer. •When resolution cannot be immediately achieved, Tier 1 Support Rep will escalate to a Tier 2 Support Rep in the same skill group. Tier 2 Support Rep will take all steps necessary to reproduce, understand and resolve the issue. •Technical Issues that cannot be resolved by the Tier 2 Support Rep are escalated to Tier 3. This escalation will provide a deeper layer of analysis with the possibility of escalation to QA/Development for Application issues and Escalation to Operation Services for Infrastructure issues as needed. •Functional Issues that cannot be resolved by Tier 3 are escalated to Product Management. •If it is an application Issue, necessary Development work will be performed, tested and a patch created. •Issue Fix Submitted to Operations for Infrastructure issues. •Issue Fix deployed. •Tier 2 Support Rep confirms success of Bug Fix in addressing the problem. •Tier 2 Support Rep contacts customer and confirms that the issue is Resolved. •Case is closed"
ServiceNow	Customer Support is provided by ServiceNow 24 hours a day, 7 days a week, including all holidays. Customer may contact ServiceNow using one of the following means: •Support Portal at https://hi.service-now.com/. Customer may get login access to this self-service portal by contacting its ServiceNow administrator. •Phone using one of the numbers at http://www.servicenow.com/support/contact-support.html. Customer shall contact ServiceNow's authorized reseller in accordance with its agreement with the reseller.

	See the "Customer Support Policy" contained within the "Subscription Service Guide" included with this response for more information.
Docusign	Enterprise Premier support provides 24x7 Live Phone Support.
QTS	Dedicated support staff is available 24x7x365 to generate and track incidents to resolution QTS Customer Portal provides round-the clock visibility into your environment
VMware	Global Support Services
FireEye	FireEye offers 24/7 technical support and its technical support centers around the globe in a follow-the-sun model. •Milpitas, CA, USA (UTC -7 hours) •Reston, VA, USA (UTC -4 hours) •Dublin, Ireland (UTC) •Singapore (UTC +8 hours) •Sydney, Australia (UTC +10 hours) FireEye Support is available via telephone, email, live chat, and web. Phone: U.S: +1 877-347-3393 (877 FIREEYE) Email: Support@FireEye.com Web Support: https://www.fireeye.com/support/get-support.html Support Programs: https://www.fireeye.com/support/support-programs.html
VirtueStream	Virtustream will work collaboratively with State of Utah to develop / maintain a relationship structure that leads to quick resolution, regularly scheduled status meetings, and quarterly business reviews. Virtustream will assign multiple key personnel to State of Utah including an Executive level sponsor. The primary point of contact will be Virtustream's Technical Account Manager (TAM). The TAM is responsible for daily activities/interaction and understanding/ensuring State of Utah's objectives are met at a minimum. Optimizations and other improvements to processes/standard operating procedures are delivered by the TAM in coordination with other Virtustream staff working behind the scenes. The TAM will coordinate day-to-day operation, service level management and SL reporting. The following outlines Virtustream's approach to service desk escalation and issue resolution. Escalations within Virtustream Virtustream will provide Level 0 and Level I support and first call resolution where possible, as determined by Virtustream. Where first call resolution is not possible, the Virtustream Service Desk provides incident management for Incidents and Urgent Service Requests escalated to Level II and Level III resources as defined below. In the event that Virtustream's Response to an Incident is not acceptable to the Customer, Customer can contact the Virtustream Service Desk and request escalation to the head of the Service Desk. Virtustream shall, upon receipt of any such request, immediately escalate the issue to the head of the Service Desk or technical team as appropriate. Service Request Prioritization Service Requests are assigned a priority of either 'Urgent' or 'Standard' and are queued for fulfillment with the corresponding priority. All Service Requests will be reviewed by the Virtustream Service Desk, who will determine the appropriate priority to assign with collaboration of Customer. Incident Prioritization All Incidents that are reported to the Virtustream Service Desk, or that Virtustream otherwise becomes aware of, will be initially assigned a priority by the Virtustream Service Desk as set forth below. Internal escalation for Incidents to Level II and Level III resources are based on the priority level assigned to the Incident.

Incident Prioritization			
Priority/ Severity	**Definition**	**Response Time Service Level**	
1	Major part of the system is unavailable/not operating correctly, affecting multiple users. No workarounds in place and business operations are not possible. **Or** Incident has a critical impact on the business (e.g., loss of the Exchange Production server impacting all users).	**30 minutes**	Response time will be within indicated time beginning from when the customer creates a ticket or a monitoring event is validated. Additional resources are engaged via Virtustream's on Call Process.
2	Part of the system is unavailable/not operating correctly, affecting users in a single function. No workarounds in place and business operations in this function are not possible/severely impacted. **Or** Incident has a serious impact on part of the business (e.g., a configuration change is impacting a small subset of users).	**60 minutes**	
3	Part of the system is unavailable/not operating correctly, affecting users in a single function. Workarounds in place, but business operations are impacted, although not severely. **Or** Incident has a temporary impact on users and is non critical or is a development issue (e.g., email is slow to deliver)	**4 hours**	
4	Incident that is causing inconvenience to the business, but not impacting operations. **Or** Incident has a minor impact on users or business, or issue is a request for further information	**1 business day**	

Virtustream will assign a Technical Account Manager starting on day 1 of the contract. The Cloud Platform, Cloud Cover (managed services), and Cloud Security team's will also be assigned to State of Utah upon execution of the contract. All of the individuals assigned to the State of Utah account have significant years of experience in their fields.

The TAM assigned to State of Utah will provide reports ad hoc but also on a quarterly basis. The quarterly business reviews include but are not limited to performance measurements, service requests. On a monthly basis, the TAM will provide a consumption report detailing the items consumed by each virtual machine. This delivers a very granular cost breakdown to State of Utah which will allow the data to be carved multiple ways. Also, information can be gathered by the State of Utah team any time they want from the xStream portal. State of Utah can also issue a ticket to Virtustream operations center to request information as well. The TAM will conduct scheduled meetings and be in constant contact with State of Utah. The TAM is an extension of the State of Utah team.

Virtustream defines a Root cause analysis (RCA) as the formal process, documented in writing by Virtustream and approved by Customer, to be used by Virtustream to diagnose problems at the lowest reasonable level which includes a report of the corrective action to be taken and defined timelines for corrective actions, which shall eliminate, to the extent reasonably possible, repeat failures. The following details the RASCI for RCA's:

	Role/Function	Customer	Virtustream
	Request Root Cause Analysis tickets by contacting the Virtustream TAM (Customer requests Incident report/Problem record)	R/A	S
	Document, track and manage all Problem tickets using ITSM system	S	R/A
	Provide Problem management review and Root Cause Analysis (RCA) for all in-scope P 1 Incidents (preliminary report within 48 hours; final within 15 calendar days)	S	R/A
	Provide Problem management and RCA of identified Problems (e.g., reoccurring events, alerts) - investigate and diagnose	S	R/A

8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

CA	APM	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the contract.
	MAA	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the SaaS Listing.
	CA Agile	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the contract.
	ASM	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the SaaS Listing.
AODocs	If AODocs does not meet the SLAs, the customer will be eligible to receive a service credit.	
Virtru	Email support@virtru.com	
ServiceNow	ServiceNow or its authorized reseller, as applicable, will use reasonable efforts to meet the target response times and target level of effort stated in the "Customer Support Policy" contained within the "Subscription Service Guide" included with this response for more information.	
SAP	Ariba	As part of the Cloud subscription, Ariba provides Customer Support services to help diagnose, troubleshoot and resolve functional and technical problems for all users. Ariba's award winning customer service staff can be contacted via phone (toll free), email or Web form Monday-Friday, 24/5 in multiple time zones and languages. Ariba Connect, our online support portal provides 24/7 support for service and enhancement requests. Customers may also choose to purchase ExpertCare. ExpertCare provides each customer with a named contact within Ariba that acts as an ExpertCare Manager for the customer and is knowledgeable about customer specific business process, configurations and customizations.
	Fieldglass	Our best practice is that the program office (managed by the State of Utah or your chosen MSP) provides first-level support for end users including hiring managers, approvers, suppliers, etc. Fieldglass' multi-lingual helpdesk is available by phone, email or web form 24x7x365. Our English language helpdesk is located at our corporate headquarters in Chicago. Merlin Information Systems Ltd., a UK entity, provides helpdesk service in French, German and Japanese from its Manila,

		Philippines and Debrecen, Hungary locations. We are prepared to assist with technical, functional or administrative questions about the Fieldglass application.
	Hanna	Customer key users have several options to communicate incidents into SAP Managed Cloud Delivery. Primary entry point: The best and easiest way to get an incident resolved is by creating and sending incidents directly to SAP Managed Cloud Delivery Service Teams via the SAP Support Portal. This communication channel ensures that all support teams are notified and therefore is the most preferred way to contact SAP on support/service related issues. Alternative option to the primary entry point: Customer key user can also communicate incidents by telephone via the SAP Customer Interaction Center (CIC) (e.g. in case of facing challenges in submitting an incident via the SAP Support Portal). Exceptional option: During business hours, customer key user may also communicate urgent incidents by contacting designated SAP Managed Cloud Delivery service contacts like Customer Engagement Service Manager (CESM) to create an incident on behalf of the customer. However – as already mentioned - this is not the preferred way of communication, but only should be applied in exceptional cases. Support times are contractually agreed upon with each individual customer organization. The SAP Managed Cloud Delivery (MCD) Service Desk and the Service Teams are spread across Europe, Americas and Asia.As a result of the global set-up across several time zones, SAP MCD Service Desk is able to provide worldwide 24/7 support to customers, throughout the entire year and according to the “Follow-The-Sun-Principle”.
	Hybris	Key service levels are delivered through service level objectives, which provide for uptime of 99.9 for the hosted environment. Furthermore, monitoring is in place to report and alert upon uptime and response times of the environment to ensure best possible performance. The following support is specifically for the SAP Hybris Commerce, Cloud Edition. Customers can contact SAP Hybris Commerce, Cloud Edition technical support by toll-free telephone number or e-mail 24 hours per day, seven days per week. Based on the priority level, SAP Hybris’s support personnel will attempt to provide Customer with remote assistance for reported issues. Contact information for technical support is as follows: Toll-Free Telephone Number: 888-944-2664 ext 6 In the event that Customer contacts SAP Hybris support, SAP Hybris shall respond to such reports as follows: Priority Level : Characteristics Response Time Resolution Time Objective

		Priority Level 1 Fatal Issue: Problem causing the Customer Website to cease from operating. This situation is generally described as a total failure. 25 Minutes (7x24) 2 hours Priority Level 2 Major Issue: Problem causing the Customer Website to experience major problems with it ability to operate. This situation exists when the Customer Website is partially failing however it is still able to function. 25 minutes (7x24) 12 hours Priority Level 3 Degradation of Performance: Problem affecting only certain non-critical functions of the Customer Website. This situation is occurring when the Customer Website is usable but has certain limited functions. 2 hours 1 business day Priority Level 4 Minor Issue: This situation includes all other non-critical problems. It is present when the Customer Website is usable however the problem results in a minor issue affecting it. 2 hours 3 business days Upon receipt of a service call classifying the priority level, SAP Hybris will deploy commercially reasonable efforts to respond and assist in the resolution of the problem. Application support for code developed by Customer or its implementation partner will be provided by Customer or Customer's implementation partner. If SAP hybris provides SAP Hybris Commerce, Cloud Edition support to a Customer as requested by Customer, and it is subsequently revealed that SAP Hybris was not responsible for the problem or the problem was not classified correctly by the customer, Customer will pay SAP Hybris on a time and materials basis for such support and assistance.
	SuccessFactors	
VMware	Our Availability Commitment for VMware AirWatch is 99.9%. The SLAs are subject to the terms of the applicable Terms of Service for VMware AirWatch. If the Availability of a class of service that you purchase is less than the associated Availability Commitment, then you may request Service Credits for that affected class of service. Availability in a given month is calculated according to the following formula: "Availability" = ((total minutes in a calendar month – total minutes Unavailable) / total minutes in a calendar month) x 100 A class of service will be considered "Unavailable," subject to the Service Level Agreement Limitations set forth below, if VMware's monitoring tools determine one of the following events has occurred ("SLA Event"). The total minutes that a class of service is Unavailable for a particular SLA Event is measured from the time that VMware validates the SLA Event has occurred, as defined below, until the time that VMware resolves the SLA Event such that the Service Offering is Available to you. If two or more SLA Event occurs simultaneously, the SLA Event with the longest duration will be used to determine the total minutes Unavailable.	

	1. Each of the following will be considered an SLA Event for the Dedicated Cloud, Virtual Private Cloud, or Virtual Private Cloud OnDemand Services: a) Any of the network interfaces of the Service Offering Network are unavailable for more than three (3) consecutive minutes. The "Service Offering Network" means the network that extends from the network interfaces of physical host servers for a class of service to the outside network interfaces providing the Service Offering's public internet connectivity. b) The data store(s) associated with your block level storage for a class of service are unavailable for more than three (3) consecutive minutes. c) The self-service console, available at https://vchs.vmware.com, cannot successfully authenticate a simulated user for more than five (5) consecutive minutes. d) Your running virtual machines for a class of service become inaccessible for more than five (5) consecutive minutes due to physical host server failures. 2. Each of the following will be considered an SLA Event for the Data Protection Service: a) The backup storage repository associated with your Data Protection service is unavailable for more than three (3) consecutive minutes. b) The start time associated with your backup scheduling window is missed for longer than thirty (30) consecutive minutes. c) The standard 24-hour recovery point objective (RPO) is missed for any virtual machines actively enrolled in the service. d) Any restore operation for a virtual machine fails to complete due to backup infrastructure failures. 3. Each of the following will be considered an SLA Event for the Disaster Recovery Service: a) Any of the network interfaces of the Service Offering Network are unavailable for more than three (3) consecutive minutes. b) The data store(s) associated with your block level storage for replication is unavailable for more than three (3) consecutive minutes. c) The self-service console, available at https://vchs.vmware.com, cannot successfully authenticate a simulated user for more than five (5) consecutive minutes. d) Your failed-over virtual machines for a class of service become inaccessible for more than five (5) consecutive minutes due to physical host server failures. e) Any built-in service functions for failover testing, planned migration, or live failover and recovery result in virtual machine replicas not powering on in less than 4 consecutive hours from the time a request is acknowledged and approved by VMware. 4. The following will be considered an SLA Event for the Object Storage service: a) A more than five (5) percent Error Rate for more than ten (10) consecutive minutes – where "Error Rate" means the number of valid requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of valid requests during each five-minute period.
FireEye	FireEye shall use commercially reasonable efforts to correct any reproducible programming error in the Software attributable to FireEye, employing a level of effort commensurate with the severity of the error, provided, however, that FireEye shall have no obligation to correct all errors in the Software.

8.12.5 Describe the firm's procedures and schedules for any planned downtime.

CA	APM	Planned downtime is scheduled, and customers are notified
	MAA	Customers are notified at least two weeks in advance for planned downtime.
	CA Agile	Regularly scheduled maintenance (planned downtime for upgrades and maintenance) where the customer has been given at least eight (8) hours notice does not count as downtime. Unscheduled maintenance, in which the Rally Service is unavailable and

		advance notice was not provided to customers, will be counted against the up-time SLA.
	ASM	Customers are notified at least two weeks in advance for planned downtime.
Google	Google's maintenance routines are done in a manner that ensures there is no need to schedule any downtime.	
AODocs	AODocs's maintenance routines are done in a manner that ensures there is no need to schedule any downtime.	
Salesforce	There are two types of maintenance at Salesforce: System Maintenance and Release Maintenance. System Maintenance is for sustaining the performance, reliability, security, and stability of the infrastructure supporting our services. When maintenance is scheduled, the specific timing and availability to be expected during that time will be communicated to all customers approximately one week in advance of the maintenance window upon login to Salesforce and via a posting to http://trust.salesforce.com/trust/maintenance. In the event of planned maintenance where the services will be unavailable for more than four hours, or that requires customer action in advance, Salesforce endeavors to communicate via email several months in advance. Please Note: If emergency system maintenance is required, customers may be notified less than one (1) week in advance. Major Release Maintenance is for upgrading the services to the latest product version to deliver enhanced features and functionality. Major release dates and times are posted on http://trust.salesforce.com/trust/maintenance approximately one month before release to Sandbox instances. An email notification and blog post regarding Sandbox preview instructions is also sent approximately one month prior to upgrading Sandbox instances. Email notification of major release dates is sent one month prior to upgrading non-Sandbox instances. The Release Notes document describing the new features and functionality is posted in Help & Training one month prior to upgrading non-Sandbox instances. Final release reminders are communicated to all customers approximately one week prior via email and upon logging into Salesforce. Major release maintenance occurs three times per year. The instance will be unavailable for up to five minutes during the release window. Patch Releases and Emergency Releases are used to deliver scheduled and ad hoc application fixes. Patch releases are scheduled weekly and are usually deployed to instances on Tuesday, Wednesday or Thursday, with release to Asia-Pacific instances the following day. Emergency releases are conducted on an as-needed basis and can occur any day of the week. Whenever possible, patches and emergency releases are deployed during off-peak hours and without downtime.	
ServiceNow	ServiceNow notifies customers at least 10 days prior to scheduled maintenance for infrastructure network, hardware or software that might impact service. ServiceNow targets no more than two hours of downtime due to scheduled maintenance per month.	
Docusign	Continuous availability is a necessity for mission-critical business applications in a global world. It's also a key component of the xDTM standard. Zero maintenance downtime means that DocuSign is always available, regardless of the time-of-year, day-of-week, time zone or country. DocuSign's Carrier Grade System Architecture, a first in SaaS, eliminates maintenance downtime, and ensures the highest level of performance resiliency and data integrity. This is accomplished through a combination of advanced high availability architecture, native DocuSign engineering, and both specialized and commodity hardware and software components.	
SAP	Ariba	Scheduled downtime windows for maintenance, upgrades or new releases are provided in the Service Level Agreement. Our uptime percentage takes scheduled maintenance into account.

	Fieldglass	Fieldglass' maintenance windows are as follows: • Friday maintenance window of 11:00 p.m. – 2:00 a.m. Central (Daylight Savings Observed) • Extended maintenance windows are taken with five days advance notice and are typically as follows: - Second Friday of each of the following months: March, July, and November - Critical service packs, security issues, and other emergencies will still be taken if needed with communication as reasonable
	Hanna	SAP performs periodic scheduled maintenance activities to maintain security patching levels, application transports, fixes, network maintenance, and other scheduled proactive activities during scheduled maintenance window (agreed to by the customer). The predefined maintenance window is 4 hours per month (for example first friday of every month) SAP may perform additional maintenance services on the Customer's Computing Environment in agreement with Customer, with at least ten (10) Business Days prior notice (which notice may be by email to Customer's nominated contact or posting) of the date and anticipated length of the maintenance window, and provided that SAP adheres to Customer's reasonable requirements as to the timing and duration of any such maintenance. SAP reserves the right to apply critical application and operating system security patches in compliance with the SAP Global Security Team's reasonable recommendations. SAP will use reasonable endeavours to provide Customer with forty-eight (48) hours advance notice regarding the critical patch deployment unless a shorter notice period is required in order to address a critical security issue. Non critical security issues shall be dealt with by Scheduled Maintenance
	Hybris	Typically they are two-hour maintenance windows, with no downtime or on occasion maintenance periods require between 2 to 10 minutes of downtime. Other rare periods which may require further maintenance could have downtime between 30 min to 4 hours.
	SuccessFactors	To address issues such as security patches, hot fixes, updates, equipment upgrades, etc., we has established maintenance windows to perform scheduled maintenance. Scheduled maintenance events typically occur during only one of these windows, roughly every 6-8 weeks. A 14-hour/week window will be used for all critical / most emergency patches and all bug fixes (will include tech stack and application patch sets). We define scheduled downtime maintenance windows as: Midnight to 7 a.m. Fri-Sat local time + midnight to 7 a.m. Sat-Sun local time (dependent upon the data center where the customer data is hosted) We will provide customers with at least a 2 days' notice if a larger maintenance window is needed. Typically, for HCM / LMS products, customers receive a 3-5 day notification (via popup on login). When the system is not available during the maintenance there is a notification page displayed for the outage timing. We plan maintenance events conservatively, and use them sparingly.
VMware	VMware IaaS Services Customers are notified in advance of any expected downtime with vCloud Air services. In the event of an unexpected outages or disruption to the service, customers will be notified via their preferred contact means as soon as possible as per the terms outlined in the Service Level Agreement. VMWare AirWatch	

	We maintain standard SLAs with our customers to provide for downtime • SLAs are defined within the AirWatch Hosted Services Policy Per our Hosted Services Policy, we provide outage credits in the event of a service interruption: • ""AirWatch warrants it will provide Availability of the Hosted Services 99.9% of the calendar month (the "Service Level"). To the extent that the Hosted Services fail to conform to the Service Level, Customer may request service credits ("Outage Credits") as provided herein. A failure or lack of Availability for any period of time of at least one minute during which Customer is unable to utilize the Hosted Services due to AirWatch's failure to provide Customer with the specified services constitutes an "Outage". All Outage measurements will be rounded up or down to the nearest one minute increment, with increments equal to or greater than 30 seconds being rounded up to the next minute. Outage Credits are based on cumulative periods of Outage over a calendar month. Final determinations of the length of the cumulative periods of Outage over a calendar month shall be based on AirWatch's internal monitoring equipment and records. Outage Credits will be taken against only the Hosted Service fees for the month in which the Outage occurred.""
FireEye	FireEye undertakes reasonable efforts to ensure that the service availability maintains a minimum of 99.9% availability. However there are circumstances where the system will be down due to the following: a) "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer. Customers receive notification and announcements for any scheduled maintenance period. b)"Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance.
VirtueStream	Virtustream planned downtimes start with the weekly change board meeting by the Platform Operations group. All requested changes whether requested by customers or by the operations staff are reviewed, if approved then scheduled. Depending on the nature of the change, routine and planned, the affected customers are notified as early as possible and adjusted based on customer needs. For example, if the scheduled downtime falls on a weekend that a customer plans to do their quarterly close, Virtustream will reschedule. An emergency/urgent change may have less notice for the customers. But in all cases, customers will be notified of the upcoming downtime multiple times, start of the downtime will be specified and the expected duration. Once the downtime is complete, another notification will go out to the affected

8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.

CA	APM	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in contract. Defined, monetary penalties are provided in the SaaS Listing document.
	MAA	Defined monetary penalties are provided in the SaaS Listing document
	CA Agile	See 8.12.4
	ASM	Defined, monetary penalties are provided in the SaaS Listing document
Google	Customers will be eligible to receive a service credit.	
AODocs	Customers will be eligible to receive a service credit.	
Salesforce	Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, and backed up at the primary data center. Backups are performed daily at primary data center facility without stopping access to the application.	

	For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO). Additional details can be provided with the execution of an NDA between Salesforce and your Agency. In terms of remedies, the Salesforce Service Terms incorporated as part of the End User Licensing Agreement indicate the following regarding Termination allowing customers to terminate the contract at time of renewal: ""User subscriptions will automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless You give Your Reseller notice of termination at least 30 days prior to the end of the relevant subscription term.""	
ServiceNow	See 8.12.2 for the Availability SLA.	
Docusign	See 8.12.4.	
SAP	Ariba	Please see the details provided in 8.12.4 response.
	Fieldglass	Please see the answer to Question 8.12.4, above.
	Hanna	Penalties and remediation for SLA violations are detailed in the Statement of Work.
	Hybris	Our SLA provides tenant remuneration for losses they may incur due to outages within the infrastructure.
VMware	For VMware there is a service credit reimbursement structure outlined above. We have detailed recovery procedures that include defined steps, roles and responsibilities and accountable personnel to help ensure streamlined disaster recovery. As conversations progress, AirWatch can provide specific details regarding our disaster recovery timelines and strategies.	
FireEye	FireEye has established formal Business Continuity and Disaster Recovery plan, as well as Incident Response and Recovery Plans to help maximize availability of critical customer-impacting services.	

8.12.7 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

CA	APM	A report of the Service's measured monthly SLA is available to Customer upon request
	MAA	Reports are generated periodically and ad hoc. Customers can use their support.ca.com credentials to access private trust site which contains SLA details for the subscribed service.
	CA Agile	Realtime and historical system status can be viewed at https://status.rallydev.com
	ASM	Reports are generated periodically and ad hoc.
Google	Google does not produce customer specific performance reports. The web based Apps Status Dashboard displays real time System Availability Details. Customers can works with their Google reseller to design a reporting system using Google Sheets based on which incident actually impacts their end users. Service availability issues are isolated to specific applications and specific geographically locations and thus would not impact all of your users or your account at all.	
AODocs	AODocs does not produce customer specific performance reports. Customers can visit the AODocs status page: status.aodocs.com. AODocs provides a set a usage reports and AODocs team can also work with the customer to build specific reports	
Virtru	We have realtime monitoring of both server side operations and client side interactions.	
Salesforce	System Performance ReportsOur track record speaks for itself—Salesforce has maintained high levels of availability across all Salesforce instances since inception. As an on-demand vendor	

	providing daily service-quality data on a public website (http://trust.salesforce.com), Salesforce proves that it is a leader in availability. And by making its track record completely transparent, salesforce.com proves it is worthy of customers' trust. A few metrics that we maintain (and publish publicly via our trust.salesforce.com website) are: -Daily Transaction Counts -Daily Transaction Speeds Salesforce is hitting almost 4 billion transactions a day. These transactions are a mix of user interacting with the system and API calls where other systems are bi-directionally interacting with Salesforce. Our Average Transaction Time hovers between 150 and low 200 milliseconds. Some additional published metrics are uptime & availability, planned maintenance windows, and any performance degradation. The Purchasing Entity can view all of this information and more by going to trust.salesforce.com. Customers can also log a case to request system uptime reports for the last 6 months and last 12 months, however, system reports are not automatically distributed.	
ServiceNow	Administrators can view a wide range of performance metrics for their instance and for the machine on which the instance is running, displayed in a graphical format. Add these graphs and their controls to a home page to monitor the performance of instances. Some of these graphs are intended for use by ServiceNow Technical Support to troubleshoot performance issues or help tune your system for maximum efficiency. Each graph enables admins to filter the data by using different measurements, such as maximum and minimum values, means, and medians. The available graphs reflect performance in eight functional areas of ServiceNow. •Database •Discovery •Disk Partitions •Linux Stats •Logging •MySQL Overview •Node Metrics •Replication •ServiceNow Servlet	
Docusign	For real-time data, please visit the DocuSign Trust site (trust.docusign.com) for additional information.	
SAP	Ariba	We provide a monthly report to customers describing the system availability percentage. Depending on the cloud service, these reports are made available either by email, through the cloud service or through an online portal.
	Fieldglass	Fieldglass executes comprehensive performance testing prior to each release to production. Performance testing is executed in accordance with the Fieldglass Performance Testing Standards document. Types of testing performed include regression, load, stress, and endurance. Results are reviewed and approved by senior members of development, QA, IT, and the Chief Architect. Our standards document can be shared upon request while under NDA. During peak periods, Fieldglass will see 12,000 concurrent users with page response times averaging 400-700ms. Across all of 2015, we have a 99.4% success rate in meeting or exceeding all monthly customer SLAs for page response times.
	Hanna	Performance reports on HEC are available to the customer via the SAP One Portal page. It provides the customer among other things: operational info about systems being managed, incident management, security management, user specific settings, planned downtime, etc.

	SuccessFactors	Customers can view hosting performance and availability information real-time at the following link: https://support.successfactors.com/Service_Status.
VMware	VMware IaaS Services VMware vCloud Air provides Web-based capacity reporting via the MyVMware portal. For detailed performance reporting, participating entities may wish to acquire VMware vRealize Operations suite, which is a non-Web based software product which provides real-time and historic performance statistics for vCloud Air. VMWare AirWatch We can provide sample performance testing documents that validate our ability to handle anticipated workload under real-world conditions as conversations progress. We have a dedicated team for scalability and performance testing. They work with both internal teams and customers to conduct testing.	
FireEye	This is not applicable as each of the FireEye offerings are classified as SaaS. The performance of the FireEye cloud environments are continuously monitored and managed by the cloud service operations (CSO) team to ensure secure operation and availability.	
VirtueStream	Service Levels will be calculated and measured monthly by Virtustream on a calendar month basis and reported each month for the previous month. The reports will be provided to Customer by the tenth (10th) working day of the month following that to which such report relates, commencing on the second (2nd) month following the Service Start Date and each month thereafter. The monthly service level report will contain at least the following items: (i) Uptime statistics for the month concerned; (ii) an analysis of reported incidents over the previous month, broken down by type for discussion; (iii) action plans for items giving rise to concern; (iv) comments and observations on any issues arising from Virtustream's performance monitoring activities; (v) recommendations on service delivery strategies to maintain or enhance the service level; and (vi) review of general business requirements ("Service Level Report"). Cloud Platform Services (CPS) has its own specific service levels as described in this document. Cloud Cover Services (CCS) has service levels that pertain to the CCS offerings and are reported separately. Not all Virtustream customers have CCS but all Virtustream customers use CPS.	

8.12.8 Ability to print historical, statistical, and usage reports locally.

CA	APM	A report of the Service's measured monthly SLA is available to Customer upon request
	MAA	Same as above.
	CA Agile	This is available upon request.
	ASM	Customers are sent monthly SLA reports.
Google	See 8.12.7	
AODocs	See 8.12.7	
Virtru	We may be able to publish reports locally for customers.	
Salesforce	Trust.salesforce.com is the Salesforce community's home for real-time information on system performance and security. On this site you'll find: ● Live and historical data on system performance ● Up-to-the minute information on planned maintenance ● Phishing, malicious software, and social engineering threats ● Best security practices for your organization ● Information on how we safeguard your data	

	In addition to the Salesforce Trust site (http://trust.salesforce.com/trust/status) to monitor uptime and performance, your Agency will also have access to a System Overview, which will help you monitor performance and usage of your own Salesforce org. This overview includes: Schema - # and % of custom objects and data storage Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used License Usage API Usage - # and % of requests in the last 24 hours User Interface - # and % of custom apps, sites, flows, custom tabs and pages Portal Usage The above list is of all the possible metrics that you may have in your system overview.	
ServiceNow	Yes. Instance performance can be viewed locally. Customers can use the Customer Support Portal to obtain information about the real availability of all their instances. Real availability is the percentage of production time that an instance is up and available for use.	
Docusign	Yes. DocuSign offers a number of pre-defined reports to provide detail and summary information on DocuSign usage in the account, such as by Envelope, Recipients, Velocity of signing, and User Access among many other reports. Users can modify report criteria such as data ranges and reports can be scheduled to execute. All reports can be downloaded or Printed locally.	
QTS	Yes	
SAP	Ariba	User access is browser-based, so printing is enabled via the printers that are setup on the user's workstation. There are several "Print" buttons throughout the applications that will open an additional browser window with a printer-friendly format of the screen.
	Fieldglass	Any user with the correct permissions in the system, as specified by the State of Utah, may locally print historical, statistical, and usage reports.
	Hanna	Yes, available
VMware	VMware IaaS Services At the present time, VMware does not provide end user customers with specific reports for SLA performance. VMware tracks the overall health of the environment and will report to customers in the event of an outage. However, specific SLA performance is not delivered as a report, but as an alert. It is currently the customer's responsibility to track downtime within their environments and report to VMware when they believe SLA has been violated. VMWare AirWatch Customers can export and print solution data using interactive dashboards (CSV), reports (PDF, XLS, and CSV), the AirWatch Hub (PDF), and event log (CSV)	
FireEye	Each of the offerings in this response have reporting capabilities local to the system and users with the appropriate access rights.	

8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.

CA	N/A. CA only offers SaaS solutions and manages all aspects of the service. Clients do not have direct access to the environment.
Google	Purchasing entities will subscribe to an initial set of user licenses and can provision new user accounts at their convenience within that range of licenses.
Salesforce	The Salesforce service can be deployed rapidly since our customers do not have to spend time procuring, installing or maintaining the servers, storage, networking equipment, security products,

	or other infrastructure hardware and software necessary. The service is always available and the customer can deploy 24x365 at their own pace.
ServiceNow	ServiceNow is supported 24x365.
FireEye	The FireEye offerings in this response are SaaS service models. Once the application or service is set up there are no further deployment steps necessary. On-demand Self-service options referenced in section 8.1.2.1 are available 24x365.
VirtueStream	Virtustream's self-service portal allows authorized users to deploy resources on-demand 24x365.

8.12.10 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

CA	N/A. CA only offers SaaS solutions and manages all aspects of the service; monitoring and capacity planning is included as part of the service.
Google	Purchasing entities will subscribe to an initial set of user licenses and can provision new user accounts at their convenience within that range of licenses. If the purchasing entity has exceeded or is about to exceed their user count they can place an order for additional licenses at any time. Scale-down procedures will be handled on the renewal anniversary.
Salesforce	The Salesforce cloud based architecture will allow the State to deploy Salesforce solutions rapidly and scale at will for future needs. Customer's may scale up and add licenses at any point during their annual contract cycle. User counts are examined on an annual basis at time of renewal to ensure the customer had adequate license coverage.
ServiceNow	ServiceNow can automatically scale its application servers horizontally by adding or subtracting them to the load balancer pools for a particular instance. Scaling is managed by the ServiceNow Cloud Operations team.
FireEye	The FireEye offerings in this response are SaaS service models. FireEye cloud environments are continuously monitored by cloud service operations (CSO) personnel to help ensure optimal resources are allocated to the system 24x365.
VirtueStream	Virtustream's self-service portal allows authorized users to deploy or de-commission resources on-demand 24x365.

8.13 Cloud Security Alliance

Describe your level of disclosure with CSA Star Registry for each Solution offered.

a. Completion of a CSA STAR Self-Assessment, as described in Section 5.5.3.
b. Completion of Exhibits 1 and 2 to Attachment B.
c. Completion of a CSA STAR Attestation, Certification, or Assessment.
d. Completion CSA STAR Continuous Monitoring.

Carahsoft is proposing a number of Service Providers that are members of the Cloud Security Alliance. For example Salesforce is a corporate member of the Cloud Security Alliance (CSA) and contributes to their research and initiatives in a variety of ways. Salesforce has completed the CSA Consensus Assessments Initiative questionnaire (CAIQ), which maps to the CSA Cloud Controls Matrix (CCM) for the Salesforce Services, including Force.com, Analytics Cloud, Communities, Chatter, Sales Cloud and Service Cloud. A copy of the current completed CSA CAIQ can be provided to prospects or customers under NDA upon request.

8.14 Service Provisioning

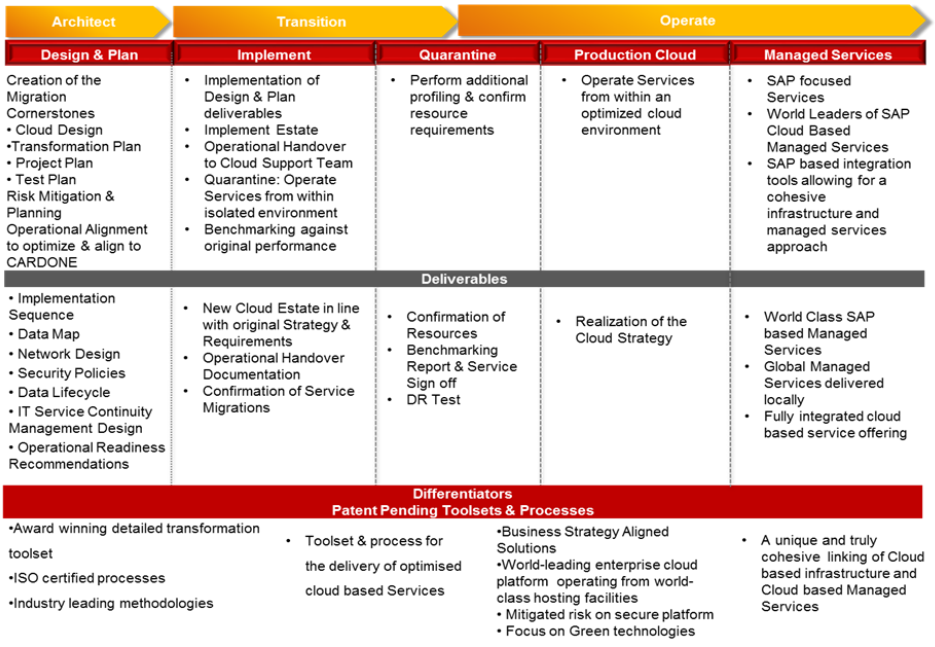
8.14. 1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.

CA	APM	CA SaaS Ops has a rigorous service introduction and update process that is governed by a central body to ensure adherence. Every step in the process is recorded, tracked and approved.
	MAA	Standard lead times for requests can be waived for requests that have a critical business need
	CA Agile	Standard lead times for requests can be waived for requests that have a critical business need such as a data recovery effort
	ASM	Standard lead times for requests can be waived for requests that have a critical business need such as a data recovery effort
Google	Order processing from the time a valid Purchase Order is submitted has a normal turn around time of three business days. Google's sales team can be contacted to expedite orders when needed.	
AODocs	Order processing from the time a valid Purchase Order is submitted has a normal turn around time of two business days. AODocs's sales team can be contacted to expedite orders when needed.	
Virtru	Requests are triaged by the support and if an emergency is identified, the request is escalated by the VP of Product who immediatlye assigns the issue as a top priority to a developer. Once completed a hotfix is pushed to production.	
Salesforce	Subscription-based, On-Demand Service Salesforce offers on-demand Platform as a Service (PaaS) and Software as a Service (SaaS). The Salesforce PaaS and SaaS offerings are subscription based and in a per user/month or user/year format billed annually with some of our products offered as total logins per month or by defined number of members billed annually. Multi-tenancy gives applications elasticity. Force.com applications can automatically scale from one to tens of thousands of users. Processing more than three billion transactions each day, Force.com is used for large-scale deployments. Any application that runs on Force.com is automatically architected to seamlessly scale from 1 user to 100,000 users without the customer having to do anything differently. All applications (includes mobile, offline and read-only options) and data running on Force.com are deployed to and replicated across multiple data centers in different geographies. Every application, no matter how large or small, gets the full benefits of the backup, failover, disaster recovery, and other infrastructure services required for an organization's mission-critical applications.	
ServiceNow	ServiceNow professional services organization responds to customer needs based on each request. Once a purchase order is received from the Purchasing Entity, ServiceNow contacts the Customer to discuss schedules. Resources are assigned based on the project need. If the customer has a priority issue with the system, they would open a ticket and the ticket SLA process would proceed until the issue is resolved. Every ServiceNow customer is supported based on their priority and need.	
SAP	Hanna	Rush or emergency infra provisioning can be request in exceptional situations and would be addressed on best effort priorty basis.
VMware	VMware IaaS Services Initial Order - Expedite the purchasing process thro - In the event that an emergency or rush service implementation request is received, VMware's NASPO program manager will coordinate an expedited response depending on the request. - Expedited Procurement - The Program Manager will directly interface with each company in the supply chain to ensure that the order is processed immediately upon receipt by each party. - Expedited In Increased capacity	

	VMWare AirWatch Participating Agencies will work with thier dedicated Account Executive to procure addition services for thier AirWatch implementations. Customers can implement and update configurations through the AirWatch administrative console. Additionally, customers can submit ASK tickets for any solution issues that will be tracked through completion.
FireEye	FireEye will make every reasonable effort to accommodate rush provisioning requests. The purchasing entity should contact their sales account team who will interface directly with the corresponding implementation team to coordinate an expedited implementation.

8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.

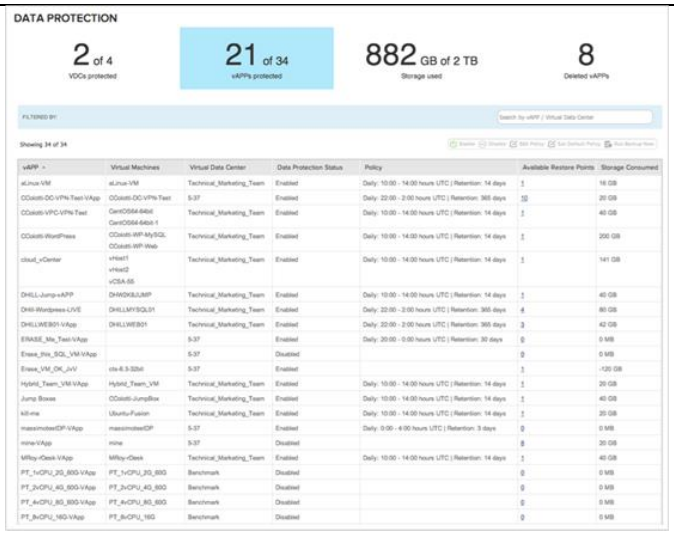
CA	APM	48 hour turnaround is typically required
	MAA	Services do not generally require client action for provisioning. General service catalog requests have a standard 48 hour lead time
	CA Agile	Services do not generally require client action for provisioning. General service catalog requests, such as a data refresh, have a standard 48 hour lead time
	ASM	Services do not generally require client action for provisioning. General service requests have a standard 48 hour lead time
Google	Standard lead time is three business days.	
AODocs	Standard lead time is two business days.	
Virtru	The Lead-time for provisioning is no more than 15 minutes	
ServiceNow	ServiceNow provisions new instances or newly purchased users or applications to the instance within 48 hours after receipt of order. If users or applications are required more quickly, the customer controls access to all ServiceNOw capabilities at any time and the true-up occurs thereafter.	
Docusign	DocuSign is intuitive and easy-to-use. Getting started with our cloud solution, standard console, can be implemented in a day. Adding integrations or API's will add to the complexity of the implementation, but our Professional Services are there to guide you every step of the way.	
VMware	VMware vCloud Air Services VMware vCloud Air OnDemand services can be purchased and provisioned in minutes via the vCloud Air self service portal. VMware vCloud Air services other than OnDemand are purchased via purchase order. Purchase orders are typically processed on the day of order. Once services have been purchased the user can immediately begin provisioning services from the self service portal. These services are available within minutes of launch. VMware vCloud Government Services VMware vCloud Government Services are purchased via purchase order. Purchase orders are typically processed on the day of order. New environments require an RSA token that is overnighted for 2 factor authentication. Once the user has their RSA token they can begin to provision IaaS Services. VMWare AirWatch AirWatch is committed to implementing the solution in a timely manner and we work closely with customers to meet internal deadlines. Delivery and deployment models will vary depending the hosting model selected by the customer: • SaaS deployments can be implemented within several days and some within a few hours • Large enterprise deployments with numerous integration endpoints may require additional time Once an order is placed, we immediately begin working with the customer to finalize terms and conditions in a mutually agreeable manner and begin the implementation process. We schedule regular check-ins for project status updates and to discuss any questions or concerns.	

FireEye	FireEye anticipates that the standard lead-time is expected to take no more than five (5) business days. However, FireEye is willing to accommodate an urgent request from NASPO in order to provide adequate service to the participating states.
VirtueStream	Virtustream's standard lead-time for provisioning can vary based of the type of deployment and requirement. Resources can be deployed on-demand basis by State of Utah. For the initial services, there is a standard which is maintained as best practice. At project kick-off, Virtustream and State of Utah will develop a detailed Implementation Plan, on a system-by-system, week-by-week basis, to ensure that both sides of the relationship have clear expectations on what is to be accomplished, by whom, and in what timeframe. Upon completion of the Implementation Plan, Virtustream and State of Utah will establish a Project Governance Plan and the Project Governance Plan will manage Implementation Plan and ensure alignment at all tiers of the organization, define expectations for status update frequency and formats, and establish an escalation path for issue identification and resolution. Virtustream offers a dedicated onboarding project team that is charged with migrating clients into the xStream® cloud. This chargeable service includes resources from our platform and SAP teams and development of an onboarding project plan with milestones and deliverables. Virtustream uses a mature methodology to move clients onto our cloud platform, a process which is continuously refined and improved. A link is established to the client site using a Virtual Private Network (VPN) or Multiprotocol Label Switching (MPLS) circuit, for customer access and testing of migrated systems. Prerequisites are put into place (domain controllers, backup systems, infrastructure, networking, etc.) prior to systems being onboarded, in a defined sequence. Virtustream SAP basis team members test the systems before turning them over to Ascend for validation. Once on the xStream® platform, Virtustream monitors, backups and maintains the systems. As a component of the Virtustream platform, all core units are replicated to an alternate data center to provide disaster-recovery capability. **Figure 3. Sample Work Plan** 

8.15 Back Up and Disaster Plan

8.15.1 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.

CA	APM	Not currently available.
	MAA	Not Available.
	CA Agile	The customer is responsible for the lifecycle of their data. We will retain all data until it has been deleted from our systems. We can remove data from our systems upon written request from the customer at termination of the contract.
	ASM	Not available.
Salesforce	Salesforce customers are responsible for complying with their company's data retention requirements in their use of the Salesforce Services. If a Salesforce customer must preserve data and the retention procedures above are insufficient, they may schedule a weekly export of data or copy to a sandbox account. Exports of Customer Data are available in comma separated value (.csv) format by request via Salesforce's Customer Support department. In addition, many exports can be manually pulled by the designated org administrators.	
ServiceNow	Once notified ServiceNow has the ability to leverage our internal clone operation process. This provides a locked state copy of the instance, while the customer can continue working on the production instance. Any data additions, changes or deletes will be on the production but not on the frozen instance copy. Additionally, ServiceNow can freeze backups to prevent them from being over written.	
Docusign	DocuSign customers determine their retention policies.	
QTS	Yes QTS will work with customers to meet legal requirements.	
SAP	Ariba	For the network's standard record retention is 180 days, but customers can request longer terms.
	Fieldglass	Fieldglass has many methods in which we can freeze customer data, today. We have the capabilities to restore, utilizing a point in time recovery method to a secondary system for legal review effectively delivering a system that has been frozen in time for all clients.
	Hanna	HEC standard backup retention is 1 month for productive systems, and 14 days for non-productive systems. However retention period can be changed per request and may have cost impact.
	SuccessFactors	A customer can configure as many ""purge rules"" as required to comply with data privacy rules. Since these rules vary by country, the solution provides the flexibility to define different retention periods for groups defined by country, department, division, location, job code and hire date. Customers can grant permissions to the appropriate users to create a request to purge data and to approve the request to purge data. These ""purge rules"" can be scheduled to reoccur. User records are kept in the system, for reporting purposes, but their data is anonymized. Our customers use the solution in compliance with local regulations today in almost 180 countries.
VMware	VMware IaaS Services Participating entities that leverage VMware Data Protection are able to specify the retention period of their backups to comply with policies and legal requirements. Data Protection leverages snapshots to take an image level backup of virtual machines. When a backup is initiated, a snapshot is taken of that virtual machine. Once the snapshot is taken it is then stored on the Data Protection storage for the duration of the retention period assigned in the policy. The policy column in the screenshot below illustrates the variety of data retention policies that have been set within a sample customer's vCloud Air Data Protection instance. In this example retention policies range from 3 to 365 days.	

	 VMWare AirWatch Customers can export and archive solution data using interactive dashboards (CSV), reports (PDF, XLS, and CSV), the AirWatch Hub (PDF), and event log (CSV). Customers in a Dedicated Cloud deployment can leverage a robust data mart.
FireEye	Customers have access to data stored in the varying cloud solutions and are accessible at any time during the length of the subscription contract. Retention periods vary per service offered. See section 8.7.2 for further information.
VirtueStream	Specific retention requirements can be accommodated on a custom basis. More detailed information would need to be provided in order to scope.

8.15.2 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

CA	APM	DR is provided only in a single geography at this point. Professional Services would need to be engaged to provide multi-geo DR
	MAA	N/A
	CA Agile	None - our DR plan is tested at a minimum semi-annually.
	ASM	None
Virtru	Please see the Virtru Disaster Recovery Plan provided in the Supplemental Information section of this response.	
Salesforce	The Salesforce service performs near real-time replication at each data center and annual disaster recovery tests for the service verify the projected recovery times and data replication between the production data center and the disaster recovery center. The disaster recovery site is a 100% replica of the primary production site of capacity (host, network, storage, data). Data is transmitted between the primary and disaster recovery data centers across encrypted links. Additionally, back-ups of data are performed and data is retained on backups at the geographically separated disaster recovery data center location [CP-4, CP-6, CP-7, CP-9, MP-5].	
ServiceNow	ServiceNow is divided into two distinct environments for Business Continuity (BC) and Disaster Recovery (DR). ServiceNow's corporate environment and its data center environments are physically and logically isolated from each other. A disaster in ServiceNow's corporate environment could occur with little or no impact on the ability for the data centers within the private cloud to operate. In both cases, the BC and the DR are supported by a series of SOPs that allow ServiceNow to quickly and effectively take action when it is required.	

<table>
<tr><td></td><td colspan="2">ServiceNow's customer DR is documented in its Information System Contingency Plan (ISCP), which covers its data center environments, and includes all customer environments as well as the instances that ServiceNow uses to run its business.

ServiceNow formally tests this process on an annual basis and can produce compliance reports for customers requiring them. ServiceNow also uses the process of transferring instances to reduce the impact of maintenance on its service and will move instances out of one data center to the other on a daily basis. As a result, ServiceNow is very well practiced at the process of "failing over" customer instances.

ServiceNow's BC process covers its functional offices and is a separate standard operating procedure from its customer environments. The BC Plan (BCP) has been developed in concert with the entire business including Business Impact Assessments (BIA) to understand the impact of the loss of any given systems or locations.</td></tr>
<tr><td>Docusign</td><td colspan="2">DocuSign is dedicated to providing the industry's most secure eSignature solution through the DocuSign Security Assurance Program.</td></tr>
<tr><td>QTS</td><td colspan="2">Not having a current copy of your information.
Mitigation - QTS's DR High Availability Service provides continuous data replication of your physical and virtual server environments, ensuring you always have access to a current copy of your data, applications and operating systems.</td></tr>
<tr><td rowspan="4">SAP</td><td>Ariba</td><td>Ariba has a strong disaster recovery procedure, tested every 6 months though has never required to fail over to the backup data center. The RTO is 4 hours and RPO is 5 minutes. Please see the SaaS Technical Infrastructure Whitepaper for addiitonal details.</td></tr>
<tr><td>Fieldglass</td><td>None.</td></tr>
<tr><td>Hanna</td><td>SAP Hana Enterprise Cloud helps customers improve their Business Continuity requirements with High Availability (HA) , Disaster Recovery & Backup options.
High Availability (HA) - HA is achieved by failover to standby node
Disaster Recovery (DR) - Systems are configured in the secondary datacenter.
DR is an optional service that can be included as per customer's requirements</td></tr>
<tr><td>SuccessFactors</td><td>We maintain an N+1 approach for all equipment in the hosted cloud environment, so that there is never a single point of failure. All customer database backups are encrypted and streamed in a secure manner from the customer's "primary" data center to their "alternate" data center, allowing for a timely restoration of service in the event of disaster.
Based on the terms of the agreement, we will designate one of the data centers as the customer's "primary" data center, with an additional data center designated as the "alternate" for data redundancy and disaster recovery purposes.</td></tr>
<tr><td>VMware</td><td colspan="2">VMware IaaS Services
The following table provides common inherent disaster recovery risks and potential mitigation strategies.
<table>
<tr><th>RISK</th><th>Unmitigated Probability</th><th>Mitigation</th><th>Mitigated Probability</th></tr>
<tr><td>Participating agency's lack of a disaster recovery plan leads to</td><td>High Risk</td><td>Participating Entities are encouraged to develop a disaster recovery plan to mitigate against service</td><td>No Risk</td></tr>
</table>
</td></tr>
</table>

	service outage or data loss in the event of a disaster.		outage or data loss. In parallel, entities are encouraged to leverage vCloud Air data protection, vCloud Air Disaster Recovery, and other high availability services while a formal plan is written	
	Participating entity chooses inappropriate data center location leading to service degradation or outage.	High Risk	Participating entities are encouraged to choose datacenter(s) that is geographically proximate to their end users to maximize performance. In addition, location of disaster recovery data center should be geographically separated from primary data center.	Low Risk
	Participating entity fails to budget for and acquire appropriate DR technology leading to inability to recover from disasters.	High Risk	Participating entities are encouraged to include DR capabilities in their costs estimates for cloud deployments to ensure budget is available to acquire those services.	No Risk
	Participating entity fails to ensure cloud service SLAs (e.g. RPO & RTO objectives) meet their mission requirements leading to inadequate service recovery times and data loss.	High Risk	Participating entities are encouraged to review SLAs for each cloud service that they are interested in acquiring to ensure that they meet mission requirements. Care should also be taken to ensure service SLAs do not significantly exceed mission requirements to avoid unnecessary cost.	No Risk
	VMWare AirWatch			

	Providing a secure and stable product that mitigates vulnerabilities, reduces risk and quickly responds to the evolving threat landscape is considered a top priority. Following the guidelines established in NIST SP 800-30, regular risk and vulnerability assessments are performed against the production environment to identify, assess and remediate emerging threats. When potential vulnerabilities are discovered, we follow a documented procedure to prioritize and deploy necessary patches. •Vulnerabilities and threat-sources are identified by conducting interviews with various members of the Cloud Operations community and mapping data to the AirWatch business landscape. •We can provide additional information as conversations progress.
FireEye	Varies by service and customer deployment. Will be defined during engagement setup.
VirtueStream	Virtustream has built redundancy into all layers of the physical infrastructure in order to deliver SLAs up to 99.999% and mitigate any known risks. To further mitigate against the unknown, Core microVM's are designed for mission-critical workloads and include reserved compute capacity in a secondary datacenter and automatic storage replication to facilitate the ability to restore operations in the event of an outage at the primary data center.

8.15.3 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

CA	APM	AWS datacenters provide redundancy and failover within a single AWS EC2 zone (i.e., a single geographic location). Professional Services would need to be engaged to provide multi-geo DR
	MAA	MAA service is currently available from one data center only.
	CA Agile	We run a hot/warm data center configuration and have the ability to quickly failover if required. Our data centers are ~1300 miles apart to ensure redundancy. We perform full system planned switch over testing at a minimum semi-annually.
	ASM	ASM core services run in one primary data center, and can fail over to the DR site if there is a catastrophic failure.
AODocs	As described elsewhere in this response, AODocs is built on Google Cloud Platform (AppEngine) and Altirnao does not manage this infrastructure.	
Virtru	We operate our infrastructure in multiple Availability Zones, and any given data center failure would not result in data loss.	
Salesforce	Customer Data for customers in Salesforce's Government Cloud is stored in two of our U.S. data center locations. Our service is collocated in dedicated spaces at toptier data centers. Salesforce's hardware is located inside of secure server rooms designated to Salesforce and separated by concrete walls from other data center tenants. Individual racks inside of the data center are secured with a lock. Specific racks are allocated for hardware supporting the Salesforce Government Cloud. Access to the racks supporting the Salesforce Government Cloud hardware is restricted to Qualified U.S. Citizens as described in the section above.	
ServiceNow	ServiceNow's data centers and cloud-based infrastructure have been designed to be highly available. All servers and network devices have redundant components and multiple network paths to avoid single points of failure. At the heart of this architecture, each customer application instance is supported by a multi-homed network configuration with multiple connections to the Internet. Production application servers are load balanced within each data center. Production database servers are replicated in near-real time to a peer data center within the same geographic region.	

	ServiceNow leverages this Advanced High Availability (AHA) architecture for customer production instances in several ways: •In the event of the failure of one or more infrastructure components, service is restored by transferring the operation of customer instances associated with the failed components to the peer data center. •Before executing required maintenance, ServiceNow can proactively transfer operation of customer instances impacted by the maintenance to the peer data center. The maintenance can then proceed without impacting service availability. This approach means that the transfer between active and standby data centers is being regularly executed as part of standard operating procedures – ensuring that when it is needed to address a failure, the transfer will be successful and service disruption minimized. See the "ServiceNow Security, Operations, and Compliance White Paper" included with this response for more information.
Docusign	Each component of our trusted platform - Hardware & Infrastructure, Systems & Operations, Applications & Access, and Transmission & Storage - undergoes tremendous security scrutiny. HARDWARE & INFRASTRUCTURE Three geo-dispersed, SSAE 16 audited datacenters Near real-time secure data replication and encrypted archival 365x24x7 on-site security Annual Business Continuity Planning (BCP) & Disaster Recovery (DR) testing Third-party penetration testing SYSTEMS & OPERATIONS Physically and logically separate networks Two-factor, encrypted VPN access Professional, commercial grade firewalls and border routers Distributed Denial of Service (DDoS) mitigation Active monitoring and alerting APPLICATIONS & ACCESS Formal code reviews and vulnerability mitigation by third parties Application level Advanced Encryption Standard (AES) 256 bit encryption Key Management & Encryption Program Enterprise-class malware protection Digital audit trail Multiple authentication mechanisms TRANSMISSION & STORAGE Secure, private SSL 256 bit viewing session Anti-tampering controls Signature verification of signing events Unalterable, systematic capture of signing data Digital certificate technology Customer configurable data retention program

QTS	QTS cloud utilizes alternate telecommunications services from both TW Telecom and NTT America that reduces the likelihood of experiencing a single point of failure. QTS's failover facilities in RIC1 and ATL1 are a carrier-class and carrier-neutral datacenter with multiple Internet Service Providers. QTS-FC can establish connectivity with another service provider with 24 hours in the event of an unrecoverable catastrophic connectivity failure of QTS-FC's primary/secondary provider.	
SAP	Ariba	Ariba has implemented two sites within each region. In North America the sites are currently located in San Jose, California and Sterling, VA. In Europe the sites are located in St. Leon-Rot, Germany and Amsterdam, Netherlands. The act of failing over from one site to another has a design goal for its Recovery Time Objective (RTO) of no more than four hours. The design goal for the Recovery Point Objective (RPO) is five minutes. Disaster recovery options are included for all Ariba Cloud Services. In the event of a fail-over to the disaster recovery site, no customer changes are required as all URLs that customers use to reach the applications will continue to work. Ariba will notify customers via their email addresses in the event of unplanned downtime. Internally, Ariba uses a documented system recovery plan that outlines the approach and steps for recovering the applications. This document defines roles and responsibilities in the event of disaster: Local Ariba staff maintains the hardware remotely. Ariba maintains the application software. Processes are in place to keep database and fileservers in sync between primary and backup data centers. The failover process of all parts of the infrastructure is automated. In the event of a catastrophe, Ariba will declare the primary data center "down" and locally the script will be run to switchover and start the applications at the remote data center. Ariba tests power outage backup scenarios and the Disaster Recovery Plan on a periodic basis to ensure it is up-to-date, successful, and effective.
	Fieldglass	We host and manage the Fieldglass system within secure Internet data centers provided by CenturyLink in Elk Grove, IL, and our disaster recovery center provided by Equinix in San Jose, CA. Both are managed by Server Central which is a Tier 4 hosting provider and a Tier 1 data provider (see the note below). All systems are ""mission-critical loads"" supported by IDC Redundant Power Management System (UPS, generators etc.). Note: Data centers can be classified by tiers, with Tier 1 being the most basic and inexpensive, and Tier 4 being the most robust and costly. According to definitions from the Uptime Institute and the latest draft of TIA/EIA-942 (Telecommunications Infrastructure Standard for Data Centers), a Tier 1 data center is not required to have redundant power and cooling infrastructures. It needs only a lock for security and can tolerate up to 28.8 hours of downtime per year. In contrast, a Tier 4 data center must have redundant systems for power and cooling, with multiple distribution paths that are active and fault tolerant. Furthermore, access should be controlled with biometric readers and single-person entryways, gaseous fire suppression is required, the cabling infrastructure should have a redundant backbone, and the facility can permit no more than 0.4 hours of downtime per year. Tier 1 or 2 is usually sufficient for enterprise data centers that primarily serve users within a corporation. Financial data centers are typically Tier 3 or 4 because they are critical to our economic stability and, therefore, must meet

		higher standards set by our government. Public data centers that provide disaster recovery/backup services are also built to higher standards.
	Hanna	Infrastructure setup: * Standby SAP HEC systems at DR failover site will be shutdown / not useable during regular operations. * WAN connectivity & special requirements (e.g. acceleration services) fall into the responsibil-ity of the customer. * Customer must have independent network connections to both DR sites. * All DR-relevant systems are going to be installed according to the Adaptive Computing (AC) principle (virtual hostnames + virtual IP addresses HSR will be used to replicate data from Primary to DR site for HANA solutions, similarly Sybase Replication Server (SRS) will be used to replicate data from Primary to DR site for ASE based solutions. For more information, please refer to attached Business Continuity document
	SuccessFactors	Our infrastructure architecture is designed with high availability in mind, and engineered for resiliency. All major components are redundant, including power, HVAC, fire suppression, and the physical components of our network. Production data centers have strict access controls, and are continuously staffed and monitored to help prevent acts of sabotage or vandalism. All production data centers are ANSI/EIA/TIA-942Tier III/IV facilities, and are ISO 27001 certified. Production data centers are also geographically dispersed to help prevent a single event from affecting more than one data center. In the event a production data center has an outage we failover to an alternate data center in the same geographic region to minimize impact to customers. Our Cloud Operations teams are also geographically dispersed, working in offices in the US, Europe, South America, and India. Should an office be impacted by an environmental event or pandemic, other offices can continue operations. Aspects of the plan are described in the SOC reports, Disaster Recovery Plan ("DRP") and Business Continuity Plan ("BCP") solutions are dependent on several factors. The customer may be responsible for parts of the recovery/continuity activities
VMware	VMware IaaS Services VMware offers several technologies to provide redundancy, failover capability and the ability to run large scale applications independently in case one data center is lost. vCloud Air is built upon infrastructure that is architected for High Availability leveraging proven vSphere High Availability (HA), vSphere vMotion, and VMware Distributed Resource Scheduler (DRS). These technologies allow participating entities to migrate live workloads and/or automatically restart VMs in the event of host maintenance or unexpected issues. These technologies also maintain a consistently high level of performance for all tenants. VMWare vSphere vMotion enables migration of live VMs to transfer your workloads during maintenance, without downtime. Unlike other cloud providers, VMWare ensures that tenants are not impacted by standard maintenance. VMware performs vMotion migrations for maintenance behind the scenes for its tenants in vCloud Air during maintenance windows without disrupting tenant applications. vMotion is also used to seamlessly migrate VMs from an on-premises environment to vCloud Air and back. Today, vCloud Air is one of only a few major cloud vendors that uses live migration to do maintenance. This capability will enable NASPO participating entities to perform live migrations to move thier applications to and from the cloud for maintenance and other purposes. This	

	technology inherently prevents the lock-in experienced when migrating to cloud services offered by others. VMware Dynamic Resource Scheduler continuously monitors CPU and memory utilization across a cluster of vSphere hosts, allocating resources among VMs and rebalancing performance during high-volume peak times. This is performed 24x7 within the VMware vCloud Air environment. VMware vSphere High Availability delivers the availability required by most applications running in VMs, independent of the operating system and application running in it. Whether participating entities leverage Microsoft Windows or Linux; off-the-shelf or custom developed application; single VMs or many, HA provides uniform, failover protection against hardware and operating system outages within vCloud Air. HA can: • Monitor VMware vSphere hosts and VMs to detect hardware and guest operating system failures. • Restart VMs on other vSphere hosts in the cluster without manual intervention when a server outage is detected. • Reduce application downtime by automatically restarting VMs upon detection of an operating system failure. Other cloud providers require you to build availability in to your application. In the best case scenario, this is as simple as including a load balancer in front of multiple VMs in the same tier to achieve basic high availability. However, often the technologies of other cloud service providers requires a complete redesign of the hosted application, and often network devices such as load balancers are offered at an additional cost, unlike vCloud Air. vCloud Air was built to run hosted applications as-is, providing availability down to a single VM instance, and balancing resources across multiple tenant needs with DRS. Unlike other clouds, with vCloud Air and vCGS, participating entities are not required to rebuild thier application to get the flexibility and agility that cloud can provide. Of course, vCloud Air customers usually do not just stop at moving applications to vCloud Air. Once in the cloud they start to explore features like our Advanced Networking Services and using APIs, automation, and CI/CD tools to deliver services faster. And, where it makes sense, customers do look at application redesigns as well, but with vCloud Air it is not because they must redesign to ensure the application is always available. VMWare AirWatch AirWatch features active-passive configurations for high availability and redundancy with all components made to failover with minimal downtime. Load balancing capabilities are deployed across multiple data centers to ensure immediate server pick up, ensuring zero end user downtime. AirWatch also incorporates replication technology featuring SQL log shipping or network SAN byte replication to prevent data loss.
FireEye	Varies by service and customer deployment. Will be defined during engagement setup.
VirtueStream	Virtustream's U.S. based data centers are located in Washington, DC, Las Vegas, and San Francisco. All data centers meet the highest industry standard in terms of operational protocol and have redundancy built into all layers of the physical infrastructure. Core microVM's, which are used for mission-critical workloads, provide reserved compute capacity and automatic storage replication so that these systems can be failed over to a secondary data center and have access to the compute capacity required in the event of a catastrophic outage at the primary data center.

8.16 Solution Administration

8.16.1 Ability of the Purchasing Entity to fully manage identity and user accounts.

CA	APM	Customer has full control over all user accounts

	MAA	CA MAA provides user management self-service to customers to manage their own accounts and create accounts for other users.
	CA Agile	The customer is responsible for managing the lifecycle of all user accounts.
	ASM	The Purchasing Entity can manage their account and create sub-accounts within ASM.
Google	Comply	
AODocs	Comply	
Virtru	Virtru does not have an identity system. We federate authentication to Oauth and Email loop verification.	
Salesforce	Identity Management Logon is form-based. When users log into the Salesforce application, they submit a username and password, which are sent to Salesforce via an TLS-encrypted session. Security features are developed by Salesforce and built into the application. Third-party packages are not used for development or implementation of security internal to the application. In addition, single sign-on and two-factor authentication may be used to authenticate users. Some organizations prefer to use an existing single sign-on capability to simplify and standardize their user authentication. You have two options to implement single sign-on—federated authentication using Security Assertion Markup Language (SAML) or delegated authentication. Federated authentication using Security Assertion Markup Language (SAML) allows you to send authentication and authorization data between affiliated but unrelated Web services. This enables you to sign-on to Salesforce from a client application. Federated authentication using SAML is enabled by default for your organization. Delegated authentication single sign-on enables you to integrate Salesforce with an authentication method that you choose. This enables you to integrate authentication with your LDAP (Lightweight Directory Access Protocol) server, or perform single sign-on by authenticating using a token instead of a password. You manage delegated authentication at the profile level, allowing some users to use delegated authentication, while other users continue to use their Salesforce-managed password. Delegated authentication is set by profile, not organization wide. You must request that this feature be enabled by Salesforce. Salesforce can be configured to utilize Active Directory directly via Delegated Authentication, or indirectly via Federated Identity using either SAML 1.1, or SAML 2.0. Additionally your users can be loaded from information drawn from your Active Directory servers and modifications made in Active Directory can be propagated into Salesforce. Customers can use their own SAML Identity Provider, or license one directly from Salesforce with our Identity Connect product. User Accounts All users and application-level security are defined and maintained by the organization administrator, and not by Salesforce. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data. There are four sharing models: Private, Public Read Only, Public Read/Write, and Public Read/Write/Transfer. There are also several sharing model elements: Profiles, Roles, Hierarchy, Record Types, Page Layouts, and Field Level security.	
ServiceNow	Customers manage their own instances, including assigning users, defining user roles and profiles, and administrating the system. ServiceNow does not have access to the Customer's instances. The ServiceNow wiki has all ServiceNow documentation available.	

Docusign	Yes, DocuSign allows the purchasing entity to mange identities and user accounts. DocuSign for Enterprise is customizable to meet the administrative needs of the largest organizations. Full administration rights give you total control over document custody and retention policies, how signers sign or adopt signatures, user authentication and more. The branding tools ensure recipients can easily identify documents from your organization.
QTS	24x7x365 Operations Staff - Let QTS provide the expertise and experienced staff to monitor and manage your data center facility. Never again worry about staff turnover or whether your technologists are current with data center best practices.
SAP	Hanna Yes
VMware	VMware IaaS Services VMware management infrastructure requires 2-factor authentication and multiple layers of access control. vCloud Air customers have the ability to provide access to their designated users. User account management is maintained by the customer. control. vCloud Air customers have the ability to provide access to their designated users. User account management is maintained by the customer. VMWare AirWatch The Purchasing entity has the ability to fully manage identity and user accounts for administrators and end users through the web console. Customers can optionally integrate with AD/LDAP to inherit your existing structure and policies.
FireEye	User identity and account settings are controlled within the administration sections of the FireEye cloud solutions.
VirtueStream	Virtustream can provide solution for managed solution for Active Directory or LDAP. As standard, we provide support for managing the VM itself and all OS support. However, our typical use case is, customer manages the users and related activities, as Virtustream might not be aware of internal HR elements of User Management.

8.16.2 Ability to provide anti-virus protection, for data stores.

CA	APM	AWS provides protection/virus scanning for data at rest
	MAA	Logical security is provided by ClamAV Antivirus.
	CA Agile	We have ClamAV installed on all Linux hosts and TrendMicro for Windows hosts.
	ASM	Logical security is provided by ClamAV Antivirus.
Google	Comply	
AODocs	N/A	
Virtru	AlienVault IDS is used to perform virus and vulnerability scans.	
Salesforce	Salesforce runs antivirus software on the production systems that store, transmit or process customer information. The Anti-virus scans host filesystems (not customer data). The antivirus software checks for virus definition updates daily. Other controls are also used to address malware such as hardening the Operating System of our servers, firewall configuration to ensure only required ports are open and all others denied, and use of intrusion detection systems. Access to these systems is restricted to authorized personnel and all these systems, as well as the host platforms, are monitored in real time through a security monitoring system. The application only accepts http and https traffic, but Salesforce does not restrict the file types users can upload. Salesforce does not modify or clean any customer data; the system stores the information provided in an encoded format within the database. It is recommended that customers run updated antivirus and antimalware solutions to help mitigate these threats. The production system receives inbound mail as part of the workflow functionality, but this does not pose any threat to our network, application, or users. No code in the email can be executed or transferred,	

	eliminating the malicious software risk. Email sent from the Salesforce system is not currently scanned for viruses.
ServiceNow	If Customers want to schedule an antivirus software scan on certain computers after a pre-defined number of days, Customer would define a model-based plan with a duration-based maintenance schedule. This would do the scan automatically to those models defined in the Planned Maintenance area.
Docusign	Yes, DocuSign maintains enterprise-class malware protection.
QTS	Yes - 24x7x365, dependable and detailed support
SAP	Hanna Yes
VMware	VMware IaaS Services Anti-virus software is installed on all development, domain and production hardware devices owned and operated by VMware, which hold company data, passwords, or keys. These devices maintain the most recent version of the anti-virus software signature file. VMWare AirWatch AirWatch has installed a best-in-class, continuously-updated anti-virus suite on servers in the SaaS environment
FireEye	FireEye employs a multi-layered, continuously monitored and engaged set of active defenses to provide anti-virus protection for customer data stores that both meet and exceed traditional approaches. FireEye, and our customers, not only are prepared to reactively withstand attacks from known virus vectors, but since FireEye and our MVX technology is literally, continuously, and securely detonating viruses and other advanced malware on the way to our customer's data stores, FireEye proactively defends from zero day and other emergent attacks as they happen.
VirtueStream	Virtustream offers Anti-Virus protection based on per virtual machine, per month charge.

8.16.3 Ability to migrate all Purchasing Entity data, metadata, and usage data to a successor Cloud Hosting solution provider.

Carahsoft will work with each Participating Entity to develop a cost effective plan to assist in the migration and implementation of their data into the new service that has been selected.

8.16.4 Ability to administer the solution in a distributed manner to different participating entities.

Carahsoft will view each Participating Entity as a separate customer and privileges can be assigned for control access even within the individual services.

8.16.5 Ability to apply a participating entity's defined administration polices in managing a solution.

Each Participating Entity will have the ability to work with Carahsoft and the Service Provider to identify defined administration policies to mangage the solution.

8.17 Hosting and Provisioning

8.17.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.

CA	APM	CA SaaS Ops has a well defined Service Introduction and update process, including review boards, staged rollouts and followups to ensure service integrity. Our cloud provisioning stack is tied to AWS EC2 services, and includes S3 and RDS for storage; RHEL instances for the applications; route 53 DNS services; cloudfront for monitoring; and ELB for load balancing

	MAA	Automation tools are used to install and configure MAA software on CA infrastructure. SOP documents are used by CA internally.
	CA Agile	All new systems should be provisions according to our baseline standards and we use configuration management tools to ensure all systems are created with the same standards.
	ASM	Automation tools are used to install and configure ASM software on CA infrastructure. SOP documents are used by CA internally.
Google	Google has administrative document and Google Deployment Guides accessible on the web.	
AODocs	This is not applicable to Google.	
Virtru	Ubuntu AMIs provisioned using terraform and configured by Ansible	
Salesforce	Cloud Hosting and Provisioning Salesforce's deployment model is a "public" cloud infrastructure, as defined by NIST 800-145. In the Salesforce Government Cloud, an agency dynamically provisions computing resources over the Internet on our multi-tenant infrastructure. This is a cost effective deployment model for agencies as it gives them the flexibility to procure only the computing resources they need and delivers all services with consistent availability, resiliency, security, and manageability. Salesforce provides market leading PaaS and SaaS solutions and is a multitenant cloud-based subscription service. Multi-tenant cloud solutions provide a single, shared infrastructure, one code base, one platform that is all centrally managed, with platform-based API to support all integration traffic, and multiple release upgrades included as part of the subscription service. Multi-tenancy and the Cloud Computing model remove unneeded tasks from the process of delivering, managing, and integrating software. Salesforce customers will not need to maintain any hardware or software. Without multiple versions to support, integrations don't break during updates; they are simply updated automatically. As a result, both the initial integration and its continued maintenance are simplified. More resources can be focused on creating a better product, with a faster cycle of innovation, instead of having to manage the complexity of many different versions to support a vast installed base. Salesforce's position as an online service enables us to roll out all levels of improvement, from patch releases to major upgrades, that are largely transparent to the end users. When a bug is fixed and tested, it is rolled out to the application as part of regular maintenance; the nature of the service prevents special patches and code branches for individual customers, so all fixes can potentially benefit all customers. The Salesforce Services is delivered using a world-class data center infrastructure. Each customer's org is hosted from a primary and secondary production data center, with near real-time replication occurring between the two sites. Salesforce is a pure multi-tenant web application. No software or infrastructure is required by the customer other than a computer, browser and internet connection or a mobile device. User Administration and ProvisioningUser provisioning and management is performed by the customer through the Salesforce Administrative Setup environment. Users, their profiles, permissions and passwords may be managed, edited, activated and deactivated as needed by those with appropriate permissions. An administrator with appropriate privileges can manage session timeout, password policies, IP range login restrictions, delegated authentication/SSO, and requirements as part of this process. On first time login or password reset request, users are required to change their passwords to gain access.	
ServiceNow	ServiceNow includes all documentation on the wiki at wiki.servicenow.com.	
Docusign	DocuSign hosts customer accounts in its own data centers managed by DocuSign. Upon a new contract executed with a customer, DocuSign provisions a customer account based on the	

	contract terms. A designated point of contact becomes the default primary administrator who then adds additional users and other admin tasks. DocuSign's cloud stack is defined in architecture documents available under separate confidential disclosure.	
QTS		
SAP	Ariba	Our solutions are offered and delivered in a true subscription-based model and shared service (multi-tenant) offering. There is no software to install, no hardware to buy, no maintenance or support costs and no need to hire consultants or tech specialists to run the system. We deploy and manage the infrastructure. Customers only need a web browser for access. Subscriptions include system maintenance, automatic upgrades, enhancements and application of service packs, Level 1– 3 help desk support, professional services and best practices built directly into the application.
	Fieldglass	Fieldglass maintains its own platforms and follows a mature change control process for introducing new systems to the hosted environments.
	Hanna	The Managed Service includes the following: • Infrastructure operations management: monitoring, patching, software updates & maintenance up to the OS Layer • OS management: monitoring, patching, updates, and maintenance of the specific OS • Network and system administration • HANA database platform operations includes: space management revision management , security management , hardware configuration management, backup & recovery, change management coordination • Health check services, proactive monitoring, capacity management • SAP Technical Application Basis Operations (incl. SAP Basis) • Monitoring • Troubleshooting – Incident Management Level 2 and 3 • Patch Management • Housekeeping • Backup/Recovery
	SuccessFactors	We offer a cloud based solution. Our application is standardized on the J2EE technology stack with the majority of our software written in industry-standard software programming languages, such as Java. We also make extensive use of Web 2.0 technologies, such as AJAX and Flash, for improved usability and performance and to deliver a rich and highly interactive experience. Our hardware consists primarily of industry standard web servers, application servers, database servers and storage and networking equipment. Customers share the network security infrastructure, web servers, application servers and database instance, and each customer has their own set of database tables that are logically partitioned in the database containing its own unique database schema. Each company instance can be completely exported out of the database without affecting any other customer. The application utilizes the JAVA and J2EE industry standards. Integration is supported through .CSV, XML and web services standards. The application is portable to any platform and is deployed on Apache (Solaris) Web Servers, JBOSS Application Servers, and Veritas High Availability Cluster Servers, and utilizes Cisco Networking.
VMware	VMware IaaS Services An interface that allows users to select from a catalog of pre built OS images and allows them to provision on the fly.	

	VMWare AirWatch AirWatch uses industry recognized tools and follow best practices to deploy, configure, and maintain server images. We do not apply customer-supplied templates and do not share templates with customers. Our Information Security team identifies applicable security standards and the AirWatch Server Team creates a secure baseline image for deployment throughout the SaaS environment. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.

8.17.2 Provide tool sets at minimum for:

1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)

CA	APM	New servers are predefined by the CA SaaS Ops toolchain, and automated using AWS tooling to be able to bring up/down servers on demand
	MAA	Same as above.
	CA Agile	We utilize configuration management tools to ensure consistent configuration across our servers.
	ASM	Same as above.
Google	1. This is not applicable to Google. Capacity planning and server deployment is fully managed by Google. 2. This is not applicable. With the Google IaaS solutions all server images are provided by Google. 3. With respect to the SaaS offfering, Google Apps, if customers have not selected the Google Apps Unlimited option which offers unlimited storage, they have options to upgrade. With respect to the PaaS/IaaS offering, Google Cloud Platform, storage space is allocated dynamically based on actual usage demand. 4. SaaS, Google Apps includes numerous administrative tools to monitor end user and administrator activites."	
AODocs	This is not applicable.	
Virtru	AMIs provisioned using terraform and configured by Ansible to include all configuration parameters	
Salesforce	This is not applicable. These services while applicable to IaaS are not applicable to PaaS/SaaS where all of the infrastructure is managed by Salesforce as the Cloud Service Provider. These services are included and managed as part of the Salesforce subscription service and not directly exposed to the customer. The multitenant architecture and secure logical controls address separation of customer data. There are no dedicated servers used for individual customers. The Salesforce Services infrastructure is divided into a modular architecture based on "Instance". Each Instance is capable of supporting several thousand customers in a secure and efficient manner. Services are grouped within each Instance; with app, search, and database elements contained. There are appropriate controls in place to ensure that any given customer's org (application) is not compromised. The service has been designed to accomplish this and is robustly tested on an ongoing basis by both Salesforce and its customers. An instance consists of a database instance run on clustered database servers and physical storage subsystems. Each server has been allocated a different volume group so it can fail over to its backup server within the instance independently of the others. As scalability needs dictate,	

	additional database instances can be brought online (the application already provides for this). For additional server capacity, one or more databases could be moved onto its own database server.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
SAP	Ariba	Operating systems when installed through default means and with default settings are typically not secure and often include applications and services not required. Ariba has standardized operating systems' installations based on best practices. Ariba servers are configured with just the applications and services required to run the server as designed. Services not required are disabled and binary files not required for operation are removed, which reduces the total number of vulnerabilities a system may have. Ariba standardized installation process also ensures that all servers of the same type are configured exactly the same, utilizing a process that initiates an upgrade to system binaries across all systems. Based on the system type, the configuration will remain the same. If one server type needs to receive a patch for a vulnerable binary file, that patch is pushed to all systems of that particular server type. If that binary exists on all systems, it is patched across all systems. Patches are then included in the build process as well so that future systems built are in compliance with security standards. Ariba uses this configuration process to 'harden' the operating system prior to implementing additional controls as detailed below.
	Fieldglass	Fieldglass uses group policy to ensure the configuration of all servers match our security requirements.
	Hanna	HEC is a private cloud offering where servers configurations are discussed and approved by customer prior to deployment.
	SuccessFactors	We apply hardening in line with ISO 27k standards and audit key areas in the SOC 2 Type 2 report. Audit reports are available to customers and prospects upon completion of an NDA.
VMware	VMware IaaS Services vCloud Hybrid Service provides an interface that allows users to select from a catalog of pre-built OS images and allows them to provision on the fly. vRealize Automation is the next level for provisioning, delivering, and managing IT services on VMware vSphere infrastructure as well as VMware vCloud Air all with a unified management experience. It provides governance and blueprints to deliver services from on premise into vCloud Air. Customers can integrate vCloud Air with vRealize Automation. In this setup, users access vCloud Air primarily through the vRealize Automation service catalog which handles authentication to the service itself. vRealize Automation supports VMWare AirWatch AirWatch uses industry recognized tools and follow best practices to deploy, configure, and maintain server images. We do not apply customer-supplied templates and do not share templates with customers. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	
VirtueStream	Virtustream offers on-demand self-service portal where State of Utah can deploy new servers as stand-alone or part of a server farm.	

2. Creating and storing server images for future multiple deployments

CA	APM	Servers are brought up on demand

	MAA	Same as above.
	CA Agile	We utilize configuration management tools to ensure consistent configuration across our servers.
	ASM	Same as above.
Virtru	Provisioning system automatically persists all past AMIs for ability to roll-back	
Salesforce	This is not applicable. These services while applicable to IaaS are not applicable to PaaS/SaaS where all of the infrastructure is managed by Salesforce as the Cloud Service Provider. These services are included and managed as part of the Salesforce subscription service and not directly exposed to the customer.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
SAP	Ariba	Ariba has standard 'realms' which are default versions of the various configurations the Ariba on-demand products can be setup for each customer with one test and one production instance. Ariba maintains all hardware, software, realms and entitlements taking the burden off our customers and suppliers whilst providing a platform to configure to each company's needs and business processes
	Fieldglass	Fieldglass uses virtual servers within our hosted environments uses the hardening configurations to maintain the right level of security.
	Hanna	HEC is a private cloud offering where servers configurations are discussed and approved by customer prior to deployment.
VMware	VMware IaaS Services We also allow for template and gold master images to be stored on-premise and deployed to the cloud as well as storage of templates and master images in vCloud Director catalogs in in vCloud Air VMWare AirWatch Our Information Security team identifies applicable security standards and the AirWatch Server Team creates a secure baseline image for deployment throughout the SaaS environment. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	
VirtueStream	Virtustream offers server images, templates, or other methods (OVF and blueprints) for multiple deployments as part of standard solution.	

3. Securing additional storage space

CA	APM	AWS EC2 storage is elastic, and can be expanded on demand
	MAA	Virtual storage can be added when needed.
	CA Agile	We have redundant systems for all critical infrastructure and have the ability to add additional storage if deemed necessary.
	ASM	Additional storage is added manually.
AODocs	AODocs storage is based on Google Apps Drive storage and with respect to the SaaS offfering, Google Apps, if customers have not selected the Google Apps Unlimited option which offers unlimited storage, they have options to upgrade.	
Virtru	New hardware added at Cloudant	
Salesforce	Salesforce provides extensive storage capabilities. Storage is divided into two categories: file storage and data storage. File storage includes files in attachments, the Documents tab, the Files tab, the File field, Salesforce CRM Content, Chatter (including user photos), and Site.com assets. Data storage includes the following entities/records stored within the Salesforce application: Accounts, Article types, Article type translations, Campaigns, Campaign Members, Cases, Case	

	Teams, Contacts, Contracts, Custom objects, Email messages, Events, Forecast items, Google docs, Ideas, Leads, Notes, Opportunities, Opportunity Splits, Orders, Quotes, Quote Template Rich Text Data, Solutions, Tags: Tag applications, Tags: Unique tags, and Tasks. For file storage, Unlimited Edition is allocated a per-user limit multiplied by the number of users in the organization plus an additional per-organization allocation. For example, an Unlimited Edition organization with 600 users receives 1,211 GB of file storage, or 2 GB per user multiplied by 600 users plus an additional 11 GB. For data storage, Unlimited Edition is allocated either 1 GB or a per-user limit, whichever is greater. For example, an Unlimited Edition organization with 10 users receives 1 GB because 10 users multiplied by 20 MB per user is 200 MB, which is less than the 1 GB minimum. Additional storage can be purchased, or files can be exported and archived outside of Salesforce, thus freeing up file storage space.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
QTS	Services that scale to meet your web and IT infrastructure needs - QTS offers space options from single cabinets to multi-rack cages to private suites. Coupled with configurable primary and redundant power options to run your infrastructure, QTS Colocation services can be scaled to support your near term growth requirements and future expansion.	
SAP	Ariba	We carefully monitor all network interfaces. Internally we are well below capacity on our most congested interconnects. To the internet we use Border Gateway Protocol to peer with redundant Internet Service Provider's and manage the bandwidth accordingly.
	Fieldglass	As a software-as-a-service (SaaS), Fieldglass automatically and transparently handles the scaling and redundancy for customers based on SLAs governing performance and availability. Fieldglass monitors application servers, database servers, bandwidth, and infrastructure for average and maximum utilization with Orion. Current utilization averages approximately 20 percent across all components with a goal of scaling the component vertically or horizontally (depending on the specific component) upon reaching a 60 percent threshold). All systems are scalable either horizontally or vertically to handle capacity requirements. This includes but is not limited to web servers, database servers, and storage.
	Hanna	HEC is a private cloud offering where servers configurations are discussed and approved by customer prior to deployment.
VMware	VMware IaaS Services Additional storage can be purchased and provisioned in 48 hours. VMWare AirWatch Our Information Security team identifies applicable security standards and the AirWatch Server Team creates a secure baseline image for deployment throughout the SaaS environment. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	

4. Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).

CA	APM	all SaaS based instances are monitored by CA SaaS Ops. With Hybrid deployments, customers can manage the on premise components of the deployment using their own tooling or CA products
	MAA	MAA is monitored internally as well as externally using multiple tools recognized within industry.
	CA Agile	Access to monitoring tools is provisions according to the principle of least priviledge and is only granted based upon business need.
	ASM	ASM uses Nimsoft Monitor, third-party open source monitoring tools, and ASM itself to monitor the health of ASM internal services and servers.
AODocs	AODocs includes numerous administrative tools to monitor end user and administrator activites.	
Virtru	Dtrace, CloudWatch, CloudTrail, Logstache, ElasticSearch, Kibana, DataDog	
Salesforce	Trust.salesforce.com is the Salesforce community's home for real-time information on system performance and security. On this site you'll find: ● Live and historical data on system performance ● Up-to-the minute information on planned maintenance ● Phishing, malicious software, and social engineering threats ● Best security practices for your organization ● Information on how we safeguard your data System Overview In addition to our Trust site (http://trust.salesforce.com/trust/status), you will also have access to a System Overview, which will help Salesforce customers monitor performance and usage of their own Salesforce org. This overview includes: Schema - # and % of custom objects and data storage Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used Licenses API Usage - # and % of requests in the last 24 hours User Interface - # and % of custom apps, sites, flows, custom tabs and pages Portal The above list is of all the possible metrics that Salesforce customers may have in their system overview.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
QTS	Alert Logic's Threat Manager Intrusion Detection System (IDS) and Vulnerability Scanning functionality are designed to monitor, detect, report and alert on adverse security issues on behalf of our customers. Within this process there are a number of both automated and manual processes which are supported by our SIEM software ('The Expert System') as well as our Network Security Analysts in our Security Operations Center (SOC). Threat Manager is the Alert Logic IDS and VA scan product. It includes the physical or virtual appliances and software tools used to analyze the customer's infrastructure and monitor that infrastructure for attacks. ActiveWatch is the managed aspect of Threat Manager, providing 24 x 7 monitoring and incident response operations from the Alert Logic SOC. Threat Manager's Expert System identifies valid security events and suppresses false positives through a patented multifactor correlation process. Every security event monitored by its global network of threat sensors is analyzed in real time. When the Expert System determines that a set of events comprise a valid security threat, an incident is created and escalated according to severity via email or through an Alert Logic Network Security Analyst. This approach dramatically	

	reduces false positives and keeps analysts and customers focused on real, actionable incidents. In addition, Alert Logic's security research team continuously monitors threat data and tunes the Expert System to respond to the most current threats.	
SAP	Ariba	Within our solution, specific logging takes place that is viewable by the customer administrator or their designee. Audit logs produced through use of the solution are considered customer data and are maintained within the customer's instance of the database. These logs are retained so long as the customer has an active contract with us. As a user control consideration, customers are responsible for monitoring the proper entry of data to the solution and reviewing reports generated by the system.
	Fieldglass	Fieldglass has a comprehensive set of performance monitoring tools in place. Some tools are built in the application and some are external. The Fieldglass application captures every page hit and the time it takes to respond. It captures the server response time and the client rendering time separately. The average page times are available to be seen by privileged users through the application. The user can drill down to the hour or minute or a single request for analysis. The information can be displayed by time range for all users, by company, or even for an individual user. Orion Network Monitoring watches more than 1,000 different points of interest on the production infrastructure. These monitors include, but are not limited to, the following: CPU, Memory, I/O, Capacity and Synthetic Transactions. These monitors along with our custom application performance monitors are used to produce and comply with customer SLA requirements. Fieldglass also uses Splunk Enterprise Security for event/audit log collection and correlation. Events and logs are retained online for 90 days and offline for two years. Alerts are generated and reviewed as they occur.
	Hanna	SAP HEC uses Solution Manager for monitoring the infrastructure end to end.
	Hybris	SAP Hybris offers continuous 24/7 systems monitoring in-place, which automatically notifies you, SAP Hybris support and optionally your designated implementation partner in the event of any monitored system problem. Tools used for monitoring include HP Sitescope and Nagios. This service ensures quick response times to emergency problems. Standard monitors are in place for basic site availability. Customer can utilize additional 3rd party monitoring services should it wish to add additional monitoring. Upon request, monthly or quarterly reviews are offered to review performance over the period. When a system problem occurs, in addition to monitor alerts sent to the customer, SAP Hybris support may send emails to a designated customer notification email address to provide status, updates or further detailed information. In addition, a support ticket would be created which would include such information.
	SuccessFactors	The application logs the following for every transaction: Event/transaction Time, Transaction ID, Event/transaction Type, Event/transaction Status (Result of the event; if failure, includes reason), Object Attributes (Describes the object affected by the event), Originator User ID (ID of the user who initiated the event or action), Subject ID, Process User ID, Account Number, Transaction Specific Elements. The application audits changes to the major components. Examples of this are goal auditing and document auditing. The audit trail includes who made the change, the date of the change and the ability to see the data as it existed at

		that point in time. The data in the audit log can be viewed with appropriate permissions. We also provide an optional Audit Framework for additional audit logging capabilities. All audit logs within the application are accessible only by customers. Therefore, the review of application audit logs as well as retention periods for the application audit logs are the customer's responsibility, and can be determined as per requirements
VMware	VMware IaaS Services The vCloud Hybrid Service infrastructure, including the top layer management stack, the customer management stack and the computing/storage/network hardware are monitored for availability, capacity and performance. Customers are responsible for monitoring their own VMs (OS, apps). Customers can use on premise monitoring tools to manage and monitor their applications and OSes over VPN and direct connect. VMWare AirWatch The AirWatch Cloud Operations team monitors the SaaS environment. AirWatch follows the Fault, Configuration, Accounting, Performance, and Security (FCAPS) model to monitor the SaaS environment. •We have configured the system to notify support personnel of any issues with key performance items •Because the solution is built on industry-standard ASP.NET architecture, it integrates into existing management and monitoring tools. Administrators can configure log data storage to destinations such as Windows Event Viewer, SNMP traps, syslog, SMTP email alerts, etc. The solution also integrates directly with Microsoft SCCM. The communication layer includes a complete infrastructure for API integration to third parties as well as a rich set of existing APIs, web services, single sign on and authentication protocols. Integrate with security information and event management (SIEM) solutions for enhanced logging of events occurring in the console. Administrators can view events, filter by event type, category and module, and export events. Event logging settings can be configured based on severity levels, with the ability to send specific levels to external system via syslog integration.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	

8.18 Trial and Testing Periods (Pre- and Post- Purchase)

8.18.1 Describe your testing and training periods that your offer for your service offerings.

Training and testing periods will vary based on the Service provider as well as the complexity of the request that is made by the Purchasing Entity. Some of the services can be functional within a few days and some will take a few months for full implementation.

8.18.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.

Upon Request, Carahsoft will provide access to any of the Cloud Technologies proposed. The precise Access to the technology may be in a limited or "DEMO" fashion. Access will be to an extent that the State may complete any necessary tests or verifications that may be required. Instructions on precisely how each technology will be accessed will be provided upon request. All of the proposed technologies are currently live/ active and support many customers. A specific instance of the requested technology would be stood up within the cloud framework to support this request. As this will be occurring within a production, the creation of the instance is a quick and straight forward process not requiring any sort of extraordinary effort.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

Carahsoft provides the customer with free training for specific deals on a case by case basis. This can include free installation, training, and maintenance for high value customers who purchase Carahsoft's solution through the NASPO contract vehicle. In addition, Carahsoft will provide webinars with basic training on a quarterly basis, made available to any Purchasing Entity who wishes to participate.

8.19 Integration and Customization

8.19.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

The integration into other applications will vary base on the Service Provider, however it is standard practice to allow for open AIs for integration development. For example Connecting Salesforce to an existing enterprise application is a common and frequently performed task. Integration options range from native Web Services support (APIs, outbound workflow, etc.) to import/export utilities to middleware integration via packaged connectors to toolkits for Java, .NET, and other open platforms. Our solution provides the ability to call out to virtually all common APIs, to enable synchronization, push / pull, and mash-ups with external apps/systems. Salesforce itself is based on web-service based APIs that in turn simplify access to Salesforce data from external systems. API-based integration is heavily leveraged by our customers.

8.19.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.

The Service Providers customization options are very extensive and highly configurable. For example The Salesforce Platform offers a core set of technologies that not only power the Salesforce SaaS products, but also allows your Agency to build custom apps, connect data from any system, and manage it from anywhere. The Salesforce Platform allows customers to build apps fast with just a few clicks, designed for desktop and mobile devices, all from a single canvas. The Salesforce Platform has been given top ratings by Gartner, Forrester, & Info-Tech Research. To help IT deliver apps faster, the Salesforce Platform offers a simple yet powerful set of declarative, point-and-click tools that anyone can use to achieve business goals at lightning speed. Without writing code, developers and business users alike can quickly and easily create custom apps on the Salesforce Platform with complex business logic and beautiful user interfaces designed specific to every screen. Salesforce Lightning Builder tools allows your Agency to work in alignment with agile development methodologies as IT meet business demands faster. The Platform uses open APIs based on industry standards such as REST and SOAP to make it easy for your Agency to build apps that integrate with legacy systems. For more complex applications, developers can leverage the Apex programming language. Apex is an object-oriented, on-demand language. It is like Java, with similar syntax and notation, and is strongly-typed, compiled on demand, and fully integrated into the Platform. All of the application services come right out of the box, from a powerful workflow engine to API services, integration services, authentication, event log framework, analytics, and collaboration.

8.20 Marketing Plan

Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract-specific promotional activities. These include but are not limited to:

- News announcements

- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Webinars
- Email campaigns
- Proactive marketing opportunity tar available through:
  - National Coalition for Public Procurement (NCPP) – publicprocurementcoalition.org
  - Institute for Public Procurement (NIGP) – nigp.org
  - National Association of Counties (NACo) – naco.org
  - The United States Conference of Mayors – usmayors.org
  - National League of Cities – nlc.org
  - National Governors Association – nga.org
  - Relevant State Associations

8.21 Related Value-Added Services to Cloud Solutions

Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

In addition to Carahsoft's quoting and configuration expertise, we also have a wide range of Service Provider implementation partners that we leverage to work with Purchasing Entities in order to ensure successful adoption and deployment within a Purchasing Entity. We will help to identity needs for initial setup, training and access to the services so that it is all available at the best prices from one source to the Purchasing Entity.

8.22 Supporting Infrastructure

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.

The Service Providers that are being proposed operate on their own secure infrastructure. The Purchasing Entities will only need an internet connection to access the services.

8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?

The Service Providers maintain all costs for updating and building new infrastructures.

8.23 Alignment of Cloud Computing Reference Architecture

Clarify how your architecture compares to the NIST Cloud Computing Reference Architecture, in particular, to describe how they align with the three domains e.g. Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

CA	APM	The SaaS portal runs in Amazon Web Services.
	MAA	CA MAA is a SaaS service.
	CA Agile	Only SaaS is being offered via a public cloud

	ASM	As a monitoring service, ASM is considered to be SaaS.
Virtru	The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure2 . The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited userspecific application configuration settings.	
Salesforce	Salesforce's deployment model is a "public" cloud infrastructure, as defined by NIST 800-145. In the Salesforce Government Cloud, an agency dynamically provisions computing resources over the Internet on our multi-tenant infrastructure. This is a cost effective deployment model for agencies as it gives them the flexibility to procure only the computing resources they need and delivers all services with consistent availability, resiliency, security, and manageability. Salesforce was the first Cloud Service Provider to attain FedRAMP Authority to Operate for both Software as a Service (SaaS) and Platform as a Service (PaaS), consistent with the FedRAMP moderate baseline controls. Salesforce does not provide IaaS as a direct service offering to our customers, it is an underlying part of our PaaS and SaaS offerings. Salesforce Government Cloud In May 23, 2014 Salesforce achieved a FedRAMP Agency Authority to Operate at the moderate impact level (as described in FIPS 199 and 200) issued by Health and Human Services (HHS) for the Salesforce Government Cloud. Additionally, on May 15, 2015, HHS, as the FedRAMP authorizing agency, approved the Salesforce Government Cloud authorization package that was updated based on annual attestation requirements and updates to the FedRAMP baseline which is FISMA compliant and based on the current release of NIST SP 800-53 Rev. 4. Testing for the ATO was performed by a third party assessment organization (3PAO). The Salesforce Government Cloud information system and authorization boundary, is comprised of the Force.com Platform, Salesforce Services (Sales Cloud, Service Cloud, Chatter), and the backend infrastructure (servers, network devices, databases, storage arrays) that support the operations of these products, referred to as the General Support System (GSS). To obtain compliance with FedRAMP, Salesforce conducted security assessment and authorization activities in accordance with FedRAMP guidance, NIST SP 800-37, and HHS guidance. As part of this process Salesforce documented a System Security Plan (SSP) for the Salesforce Government Cloud service offering. The SSP is developed in accordance with NIST SP 800-18, Guide for Developing Federal Information System Security Plans. The SSP identifies control implementations for the GSS and in-scope customer facing products (Force.com Platform, Salesforce Services) according to the FedRAMP moderate baseline and HHS security control parameters. A security assessment of the information system was conducted by a third party assessment organization (3PAO) in accordance with NIST 800-53A and FedRAMP requirements. The security assessment testing determined the adequacy of the management, operational, and technical security controls used to protect the confidentiality, integrity, and availability of the Salesforce service and the customer data it stores, transmits and processes. To maintain compliance with FedRAMP, Salesforce conducts continuous monitoring. Continuous monitoring includes ongoing technical vulnerability detection and remediation, remediation of open compliance related findings, and at least annual independent assessment of a selection of security controls by 3PAO. As part of our FedRAMP annual assessment, Salesforce is now aligned with NIST SP 800-53, Rev. 4 controls.	
ServiceNow	ServiceNow's architecture aligns with Software as a Service (SaaS).	

Docusign	DocuSign's DTM® solution is ISO 27001:2013 certified and many of the ISO 27001:2013 controls are mapped to the NIST 800-53 requirements; we can provide additional information upon request.	
SAP	Ariba	Our solutions are offered and delivered in a true subscription-based model and shared service (multi-tenant) offering. There is no software to install, no hardware to buy, no maintenance or support costs and no need to hire consultants or tech specialists to run the system. We deploy and manage the infrastructure. Customers only need a web browser for access. Subscriptions include system maintenance, automatic upgrades, enhancements and application of service packs, Level 1– 3 help desk support, professional services and best practices built directly into the application.
	Fieldglass	Fieldglass is offered in a SaaS model. We follow the public cloud model identified by NIST. All customers access the same Fieldglass application version in a multi-tenancy database. The system is hosted in a secure hosting facility. Fieldglass manages everything from the cage in including all servers, devices, wiring, software, and configuration. Fieldglass uses the Cloud Security Alliance framework to measure itself against the recommended controls, in addition to ISO 27001 and SOC 2 controls in the Trust Services Principles of Security, Availability, Processing Integrity, Confidentiality, and Privacy.
	Hanna	HEC is a private cloud offering from SAP that provides fully 'managed' Infrastructure as a Service (IaaS) following NIST Cloud Computing Reference Architetcure.
	Hybris	The SAP Hybris Commerce, Cloud Edition is a Private Cloud Managed Service that offers a best practice multichannel commerce platform built on hybris accelerator technology, running in SAP Hybris own datacenters with a pay as you grow subscription model.
	SuccessFactors	Our IT architecture is aligned with ISO 27002. We are Safe Harbor certified and in alignment with BS10012 and ISO 20000 for Service Delivery. We demonstrate an on-going commitment to protecting the confidentiality, integrity and availability ("CIA") of data from internal and external threats, making us a reliable and secure system provider. Our secure multi-tenant Software as a Service (SaaS) platform is designed for availability, security, scalability, and performance. Industry best practices and standards are adopted and incorporated. Our Network also complies with the Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor. We provide privacy compliant data center facilities not only in the United States but also as a Member State of the European Union (EU) or a state of the European Economic Area (EEA). Currently, such data centers are certified for ISO27001, ISO9001 and PCI-DSS compliance. Our security services provide complete and thorough monitoring of all traffic on the network on a 24x7x365 basis, and include security technology, alert services and incident management support. We are audited twice annually to SSAE16 (US) or ISAE 3402 (international) accounting standards.

<table>
<tr><td>VMware</td><td>See section 8.1.1 for additional details.

Due to FOIA restrictions, we cannot share specific infrastructure details or architecture diagrams at this time. We can provide sample architecture diagrams under NDA to participating entities during task order negotiations as required.

VMWare AirWatch
AirWatch partners with co-located and cloud-hosted Tier III data centers to support of SaaS offering.
Due to FOIA restrictions, we cannot share specific infrastructure details or architecture diagrams at this time. We can provide sample deployments as under NDA to participating entities during task order negotiations as required.</td></tr>
<tr><td>FireEye</td><td>Each of the FireEye cloud solutions are classified as Software as a Service (SaaS) and leverage a private cloud deployment model. With respect to the NIST Cloud Computing Reference Architecture, the following actors are integral to the overall design of the solutions:

<table><tr><th>Actor</th><th>Definition</th></tr><tr><td>Cloud Consumer</td><td>Customer organizations who have purchased FireEye cloud solutions</td></tr><tr><td>Cloud Provider</td><td>FireEye</td></tr><tr><td>Cloud Carrier</td><td>Internet service providers and organizations who have been contracted to host FireEye cloud solutions.</td></tr></table>
A Cloud Broker is not leveraged in the FireEye cloud offerings. FireEye has contracted independent service auditors for evaluating controls relevant to security and confidentiality, however this occurs on an as-needed basis.</td></tr>
<tr><td>VirtueStream</td><td>Virtustream solution is fully NIST compliant for Essential Characteristics, as the Infrastructure as a Service (IaaS) Service Model, with all deployment options – Private Cloud, Community Cloud, Public and Hybrid Cloud. To that extent:
1.Virtustream IaaS provides a self-service portal called xStream, where users can access, view, edit, provision, and modify compute, storage, network and application services based on granular Role Based Access Control, which can be integrated with Active Directory or LDAP.
2.Virtustream IaaS provides Broad Network Access, where it can provide landing zone for any private network (Point-to-Point, Virtual Private Label Switching, Multi-Protocol Label Switching, or Direct Connect), public network (Internet, Trusted Internet Connectivity as landing zone, IPSEC VPN and SSL VPN) and also extranet connectivity (shared network, i.e, Cloud Connect, Cloud Exchange, NetBond, etc.) which is growing rapidly as option for connecting cloud resources.
3.Key to Virtustream solution is its proprietary and patented solution of uVM technology, which is effectively a granular solution for resource pooling, providing application performance, pay for consumption only and segregate resources for security and compliance, but aggregate for cost efficiency. In addition, Virtustream is currently one of very few Cloud Service Provider with capabilities for Geo-Fencing and Geo-Tagging of the virtual machines to a specific data center, and getting down to cluster and host machine level.
4.Virtustream's self-service portal, ticketing system and also the Technical Account Manager, who is the single point of contact for State of Utah allows for provisioning and deprovisioning of resources and services. In addition, Virtustream is uniquely positioned to provide application level provisioning as part of its standard automation and orchestration tool.
5.The fundamental of Virtustream solution is based on uVM Technology, which is very unique in terms of billing. Virtustream solution takes average consumption of compute resources, and State of Utah would only pay for actual resources based on a monthly average. This is in comparison</td></tr>
</table>

	with traditional cloud solution, where the billing is based on allocation of resources in T-Shirt size (Micro, S, M, L, XL, XXL), and if the server is up, consumer of the cloud pays, but when it is down, they don't. In case of the Virtustream solution, customer only pays based on the average of vCPU, RAM, IOPS and Network I/O; the key is average, not aggregate and based on consumption not allocation. In addition, all storage, security, application management services are offered as a monthly fee, based on the VMs; also, Virtustream can provide consultative and project support based on time and materials. 6.The deployment of Virtustream cloud can be on-premise or private based on purchase of its Cloud Management Platform, Community Cloud based on its IaaS, Public Cloud based on its IaaS and Hybrid cloud based on its ability to provide software and IaaS combined.

CONFIDENTIAL, PROTECTED, OR PROPRIETARY INFORMATION

All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing Lead State to the specific area of this protected Information section.

If there is no protected information, write "None" in this section.

Failure to comply with this Section and Section 3.13 of the RFP releases the Lead State, NASPO ValuePoint, and Participating Entities from any obligation or liability arising from the inadvertent release of Offeror information.

Carahsoft Technology Corporation ("Carahsoft") respectfully requests that section 6.3 Financials of Carahsoft's response be treated as a trade secret under the Utah Uniform Trade Secrets Act, Utah Code § 13-24-2 and submits this justification in accordance with Utah Code 63-G-2-305 demonstrating that its audited financials should be treated as a trade secret under Utah's Uniform Trade Secrets Act. Additionally, Carahsoft is claiming the same confidentiality of the Consensus Assessments Initiative Questionnaire provided in relation to DocuSign and FireEye offerings, as well as the Cloud Controls Matrix for DocuSign.

Carahsoft has marked this attachment as "confidential" in accordance with the RFP instructions by including all confidential data into the Confidential, Protected, or Proprietary Information in our response.

Carahsoft is claiming confidentiality for these specific Consensus Assessments Initiative Questionnaires and Cloud Controls Matrix because releasing these documents would cause irreparable damage and would create the potential for cyber security breach. While portions of this information are in the public domain, the information contained within is not represented or assimilated this way in any other format.

Carahsoft's Audited Financial Data satisfies the three-part test of the Utah Uniform Trade Secrets Act as set forth below and should therefore be treated as confidential and by the Utah Division of Purchasing and should not subject to public disclosure as provided in Utah Code § 63G-2-305.

1. *Carahsoft's Audited Financial Data is a "compilation" within the meaning of Utah Code § 13-24-2(4).*
Carahsoft's Audited Financial Data is a compilation of all of the Company's financial data and results for 2014. While some aspects of this information may be available, the compilation of this information is unique and the result of sustained and distinct effort by the Company's financial staff and its accountants.

2. *As required by Utah Code § 13-24-2(4)(a) Carahsoft derives independent economic value, actual or potential, from its Audited Financial Data not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.*
Carahsoft is a leading distributor of technology products and services to public sector customers such as the State of Utah, and throughout the United States and Canada. Sales in this market are intensely and deliberately competitive, with each sale subject to a structured bidding process in which low price is frequently the deciding factor on which contract award is based. Competition in this market is fierce, with competitors regularly competing with one another for federal, state, county and city business.

Carahsoft's competitors closely monitor this market, and regularly attempt to gain financial and other information about Carahsoft and other competing vendors. Allowing Carahsoft's competitors access to this compilation of financial data by releasing it in response to a public records request will damage Carahsoft's competitive position because it will provide competitors insight into Carahsoft's financial structure, including compensation, overhead costs, rental rates, profit margins and the like. Indeed, allowing insight into compensation may violate individual employees' expectations of privacy. Once competitors have this access and insight, they can use it to undercut Carahsoft in the marketplace, damaging Carahsoft's business with its customers and its suppliers, and inflicting economic hardship upon the Company.

For these reasons, Carahsoft does not itself disclose its Audited Financial Data except when required by law to do so. For example, Carahsoft discloses its financial information in filing its periodic tax returns—disclosure of which is prohibited by applicable state and federal law. In this regard, we note that Carahsoft is a privately owned company. Therefore, Carahsoft does not publicly report its financial results to the United States Securities and Exchange Commission.

3. Carahsoft uses reasonable efforts to maintain the secrecy of its Audited Financial Data.

The third part of the Utah Uniform Trade Secret Act's test for trade secret treatment is whether the information "…is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Utah Code § 13-24-2(4)(b).

Carahsoft satisfies this test because it takes reasonable steps to maintain the secrecy of its financial information. As noted above, Carahsoft is a privately held company and therefore does not report its financial results publically to either its shareholders or the Securities and Exchange Commission. This is in contrast to public companies such as IBM or AT&T who report financial results quarterly as a matter of public record.

Even within Carahsoft's business operations itself, Carahsoft's management strictly limits disclosure of this information to a few carefully selected employees, and then only on a "need to know" basis in connection with their work assignments. Indeed, each Carahsoft employee signs a Confidentiality Agreement agreeing not to disclose this information.

Conclusion

Based on the forgoing, Carahsoft believes it has demonstrated that its Audited Financial Data, Consensus Assessments Initiative Questionnaires, and Cloud Controls Matrix are trade secret as defined in Utah Code § 23-24-2 . It is a compilation the content of which affords Carahsoft a competitive advantage. Carahsoft's competition cannot readily discern it by proper means. Moreover, Carahsoft itself treats this information as a trade secret even within its own business operations.

Should there be a public records request for this information, Carahsoft respectfully requests that the State afford Carahsoft's requested confidential information and documents trade secret protection in accordance with Utah law and deny the request. In the event that the State determines to release the requested confidential data, Carahsoft requests that you notify us promptly so that we may provide further justification for trade secret protection of this confidential data.

CLAIM OF BUSINESS CONFIDENTIALITY

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, Carahsoft Technology Corporation (company name) asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pricing/Cost Proposals may not be classified as confidential or protected and will be considered public information. **An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY".**

☒ Non-public financial statements
☐ Specific employee name and contact information
☐ Specific customer information, client lists, or subscription lists
☒ Other (specify): Consensus Assessments Initiative Questionnaires and Cloud Controls Matrix

This claim is asserted because this information requires protection as it includes:

☒ trade secrets as defined in Utah Code Annotated Section 13-24-2 ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).

☒ commercial information or non-individual financial information obtained from a person if: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; [and] (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason
187-204, Technical Response Template	All	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response
Exhibit 1-DocuSign Excel	N/A	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response
Exhibit 1-FireEye Excel	N/A	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response
Exhibit 2-DocuSign Excel	N/A	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response

Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Annotated § 63G-2-305(1) or (2) is classified public or if the governmental entity determines that the record

should be released after weighing interests under Utah Code Annotated § 63G-2-201(5)(b) or Utah Code Annotated § 63G-2-401(6). See Utah Code Annotated § 63G-2-309.

Signed: Robert R. Moore, Vice President
On behalf of (company): Carahsoft Technology Corporation
Date: March 10, 2016

(Revision 6/4/2015)

EXCEPTIONS AND/OR ADDITIONS TO THE STANDARD TERMS AND CONDITIONS

Proposed exceptions and/or additions to the Master Agreement Terms and Conditions, including the exhibits, must be submitted in this section. Offeror must provide all proposed exceptions and/or additions, including an Offeror's terms and conditions, license agreements, or service level agreements in Microsoft Word format for redline editing.

Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in terms and conditions negotiations. If there are no exceptions or additions to the Master Agreement Terms and Conditions, write "None" in this section.

The point of contact who will be directly involved in terms and conditions negotiations is Jack Dixon – Contract Specialist. He can be reached at – 703.230.7545 / Jack.Dixon@Carahsoft.com.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

Carahsoft takes exception to section 32 – Transition Assistance and request it includes the following.

9.4 RETURN OF CUSTOMER DATA. Carahsoft shall provide Customer Data in its standard database export format, excluding the any Core Technology, to Customer upon Customer's written request and at no additional cost to Customer, provided that Carahsoft receives such request from Customer within forty-five (45) days following the expiration or termination of a provided service. If Carahsoft has not received a request within the foregoing time frame, Carahsoft shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of any provided service.

Carahsoft takes exception to Section 13 – Indemnification. Carahsoft requests that Indemnification from the state to the customer under a certain set of circumstances.

IN SUMMARY

Carahsoft Technology Corporation appreciates the opportunity to offer this solution for the State of Utah's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with the State of Utah's requirements set forth in Solicitation # CH16012. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with the State of Utah on this project.

SUPPLEMENTAL INFORMATION

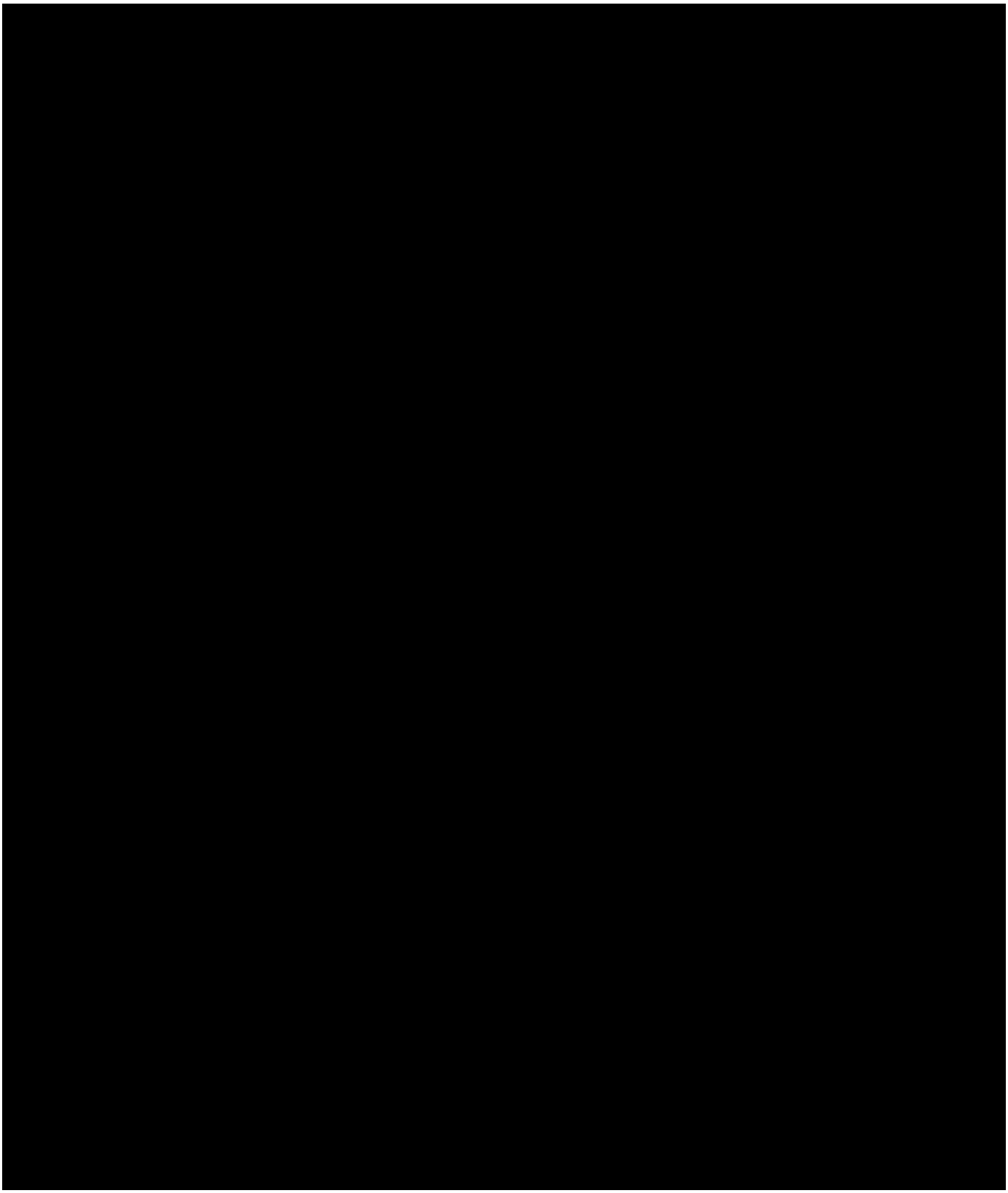
Please find below Carahsoft's supplemental information.

Carahsoft Technology Corporation

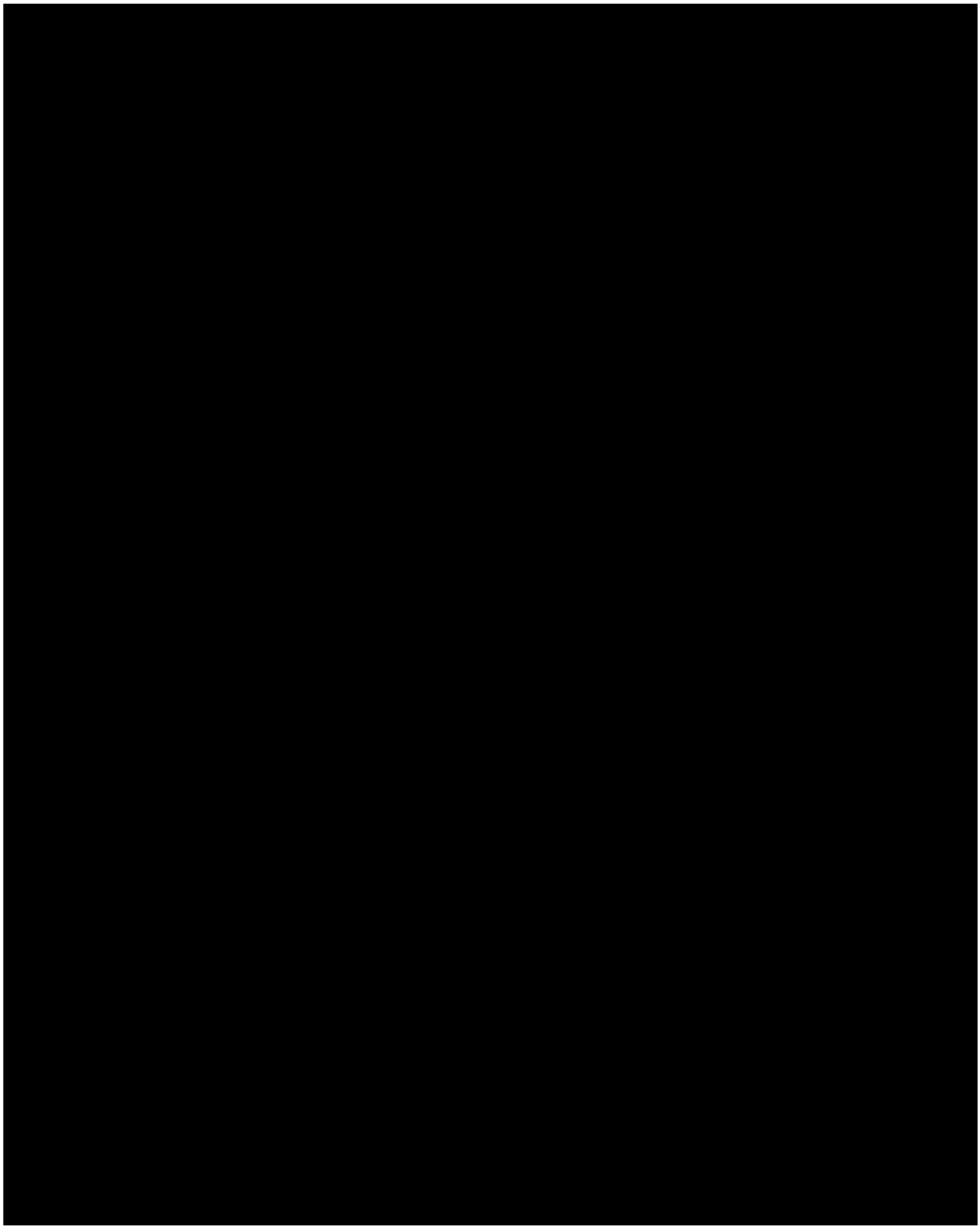
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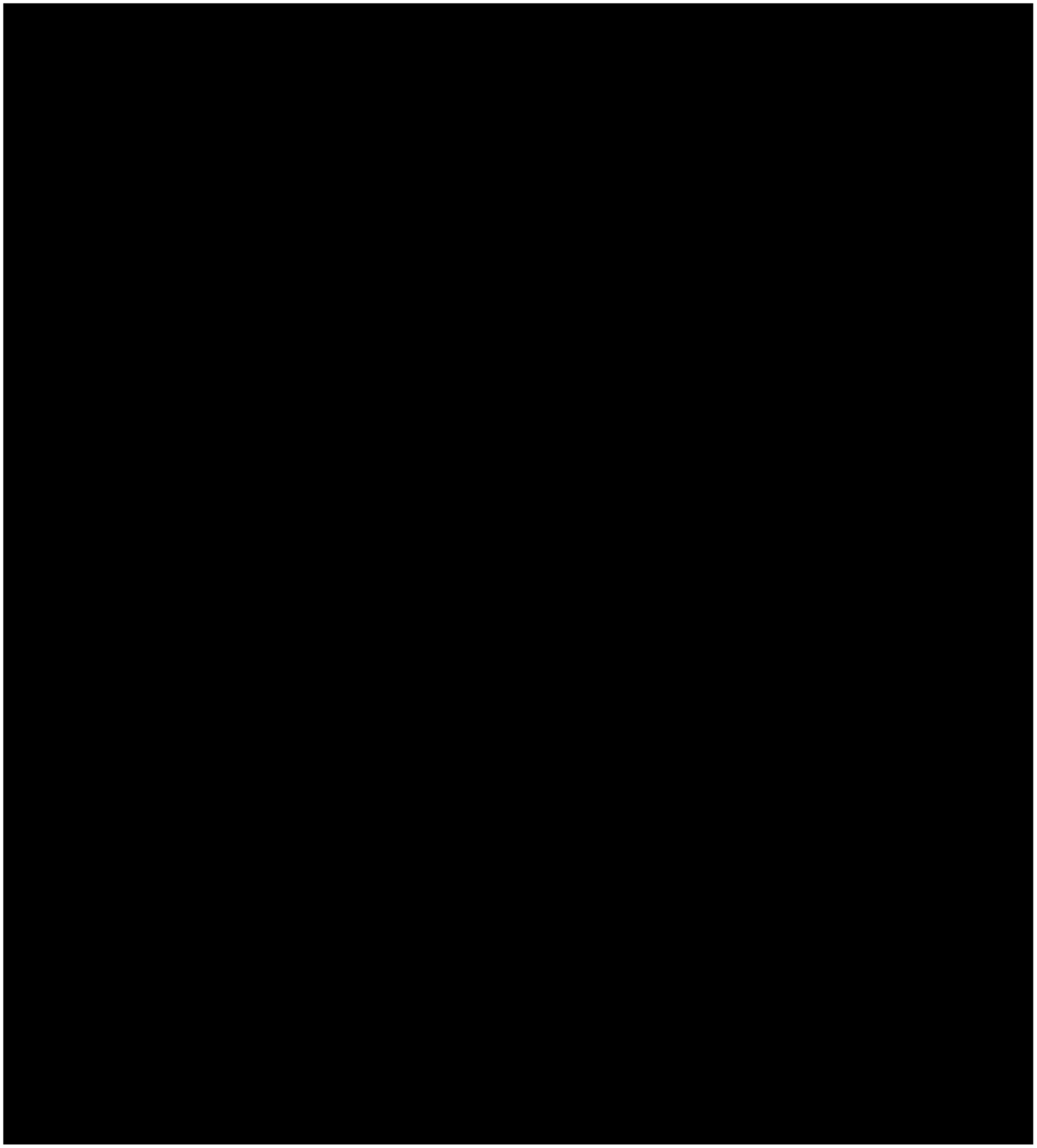
December 31, 2013

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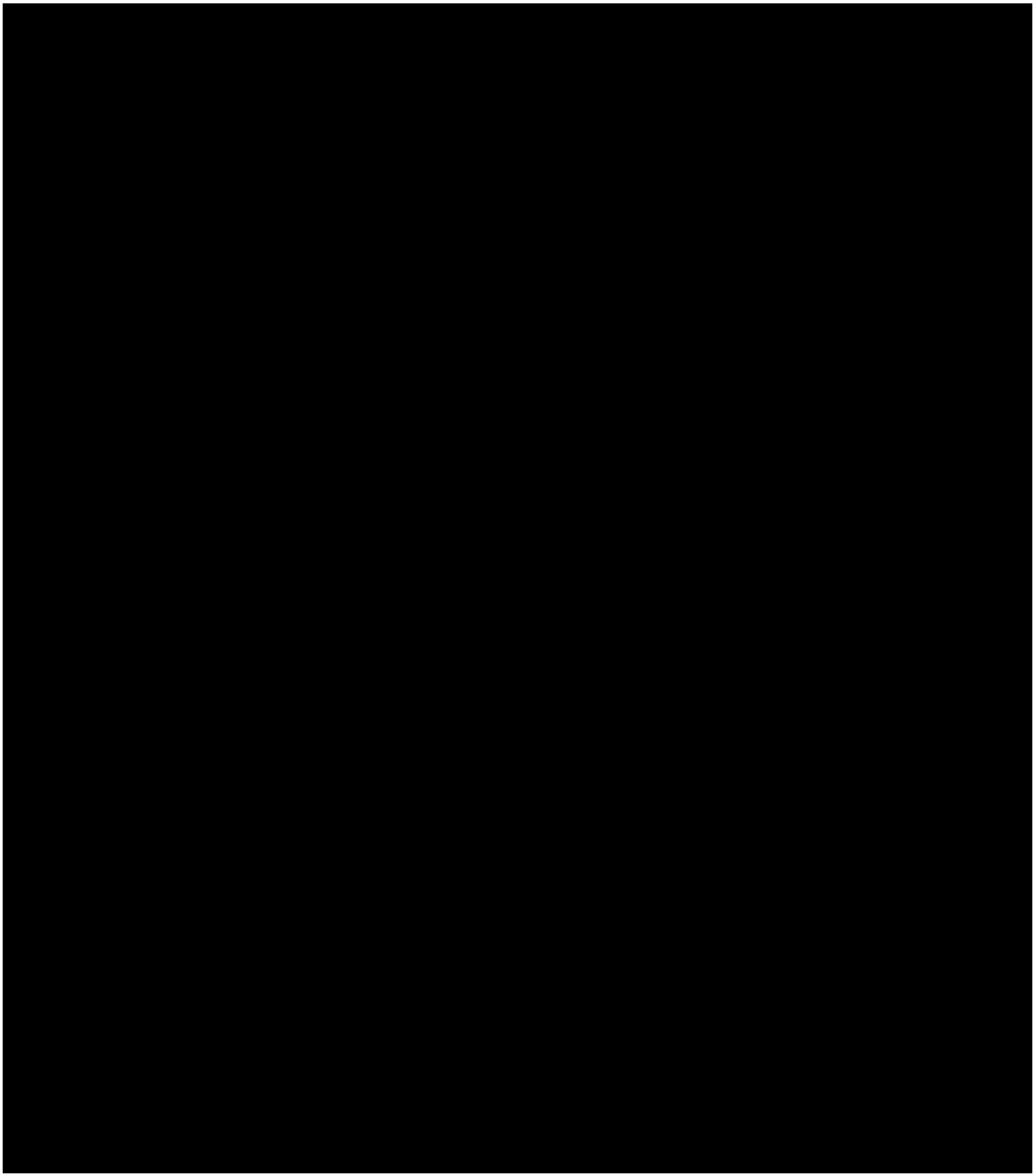




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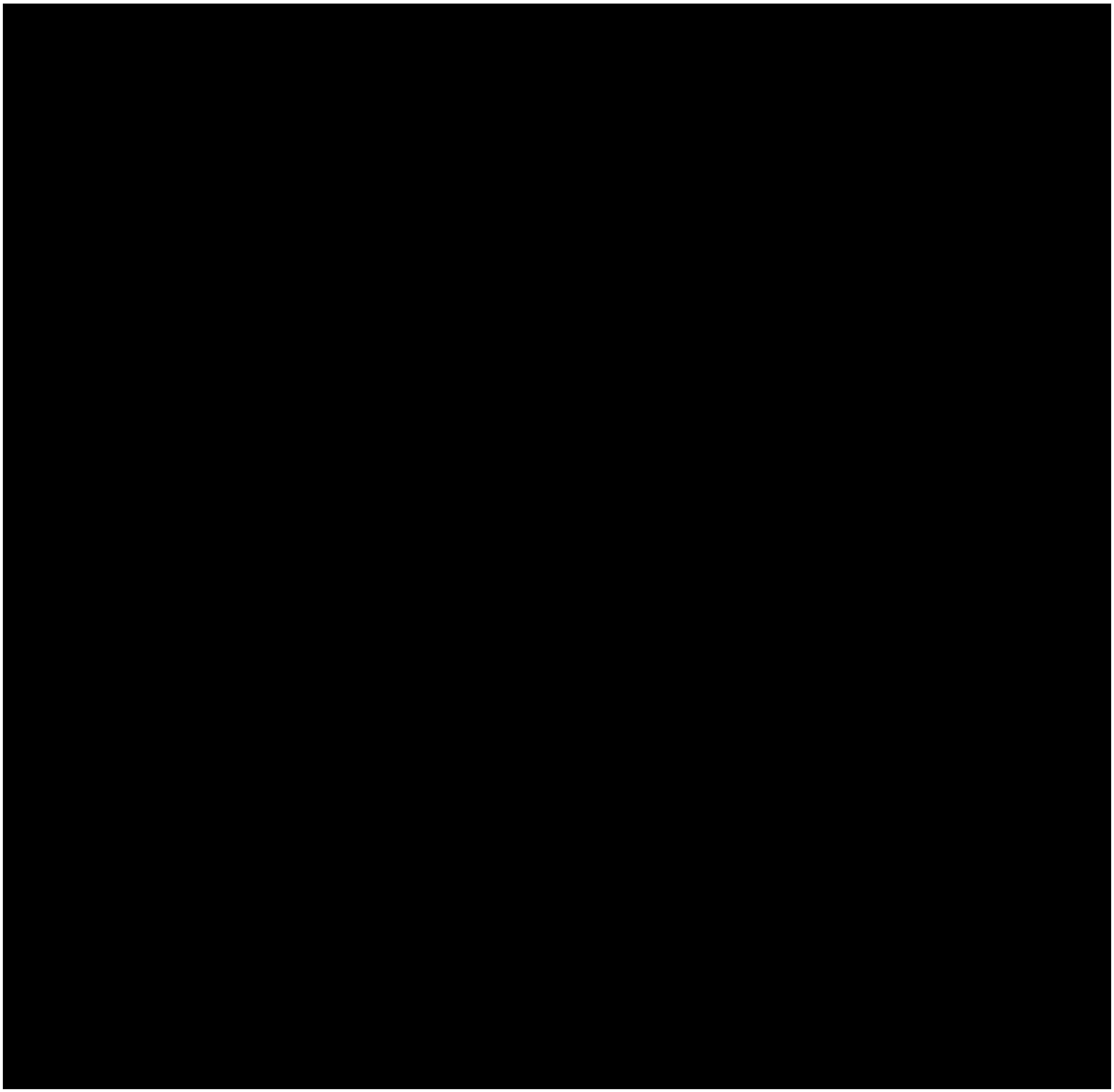
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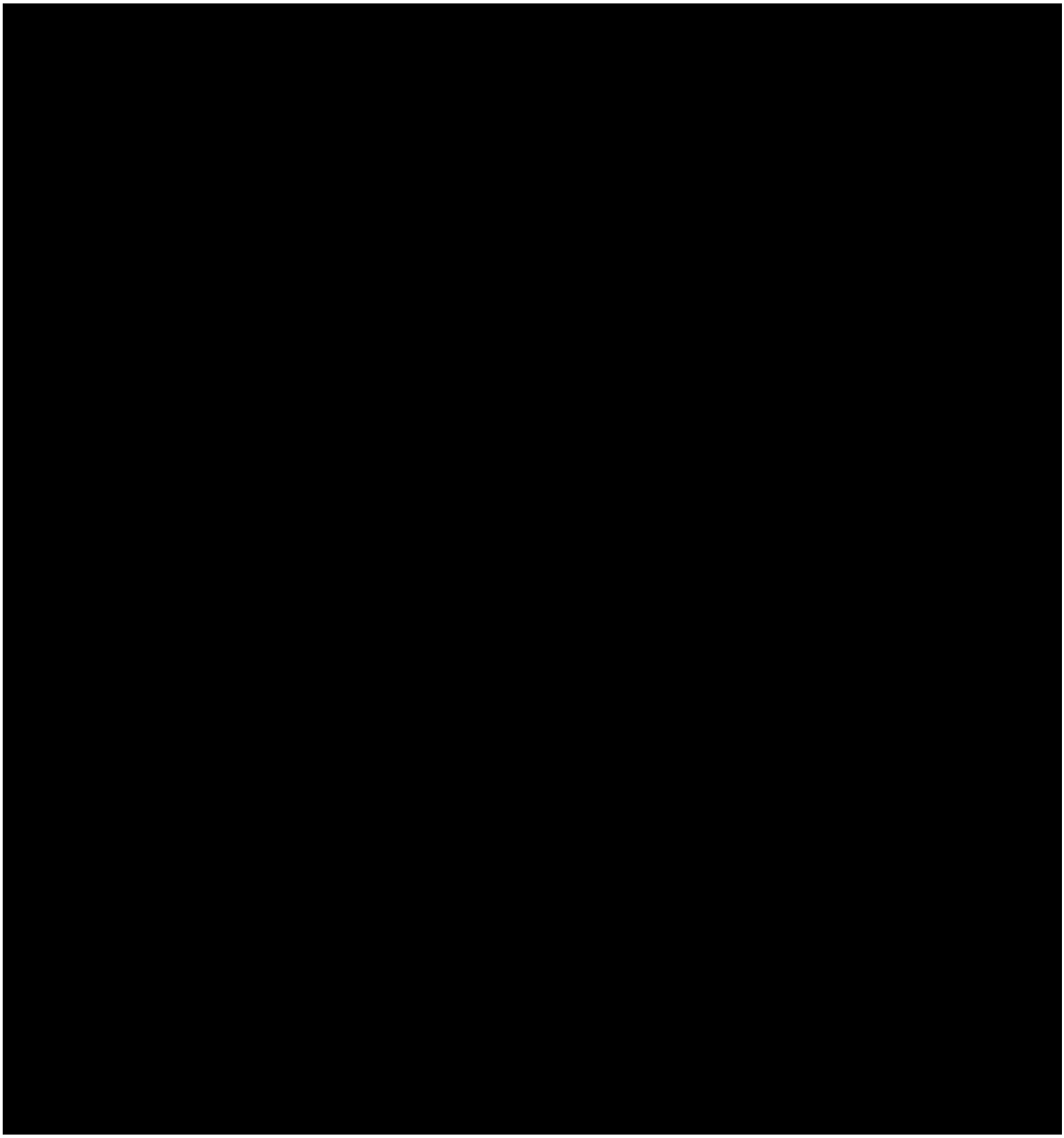
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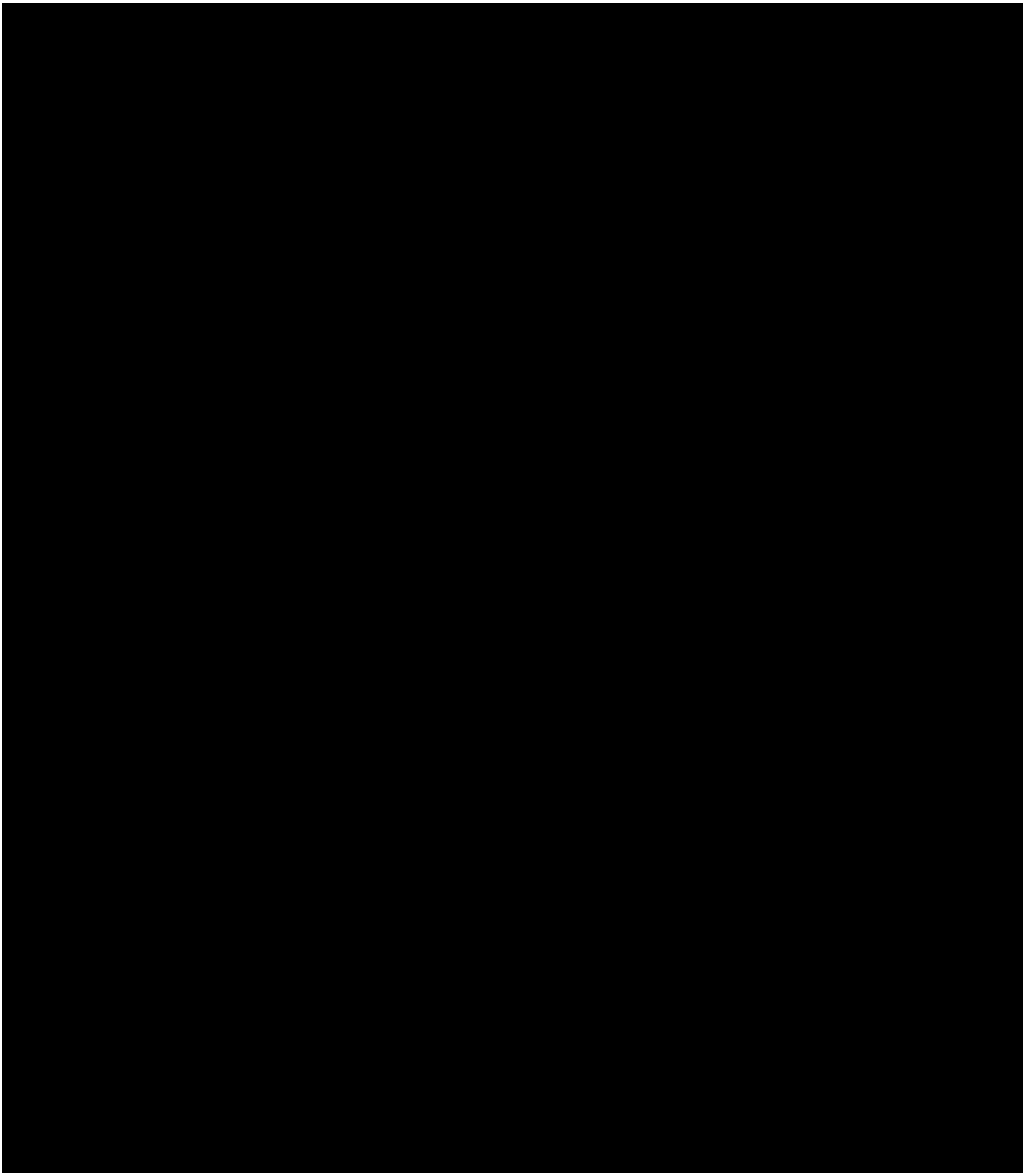


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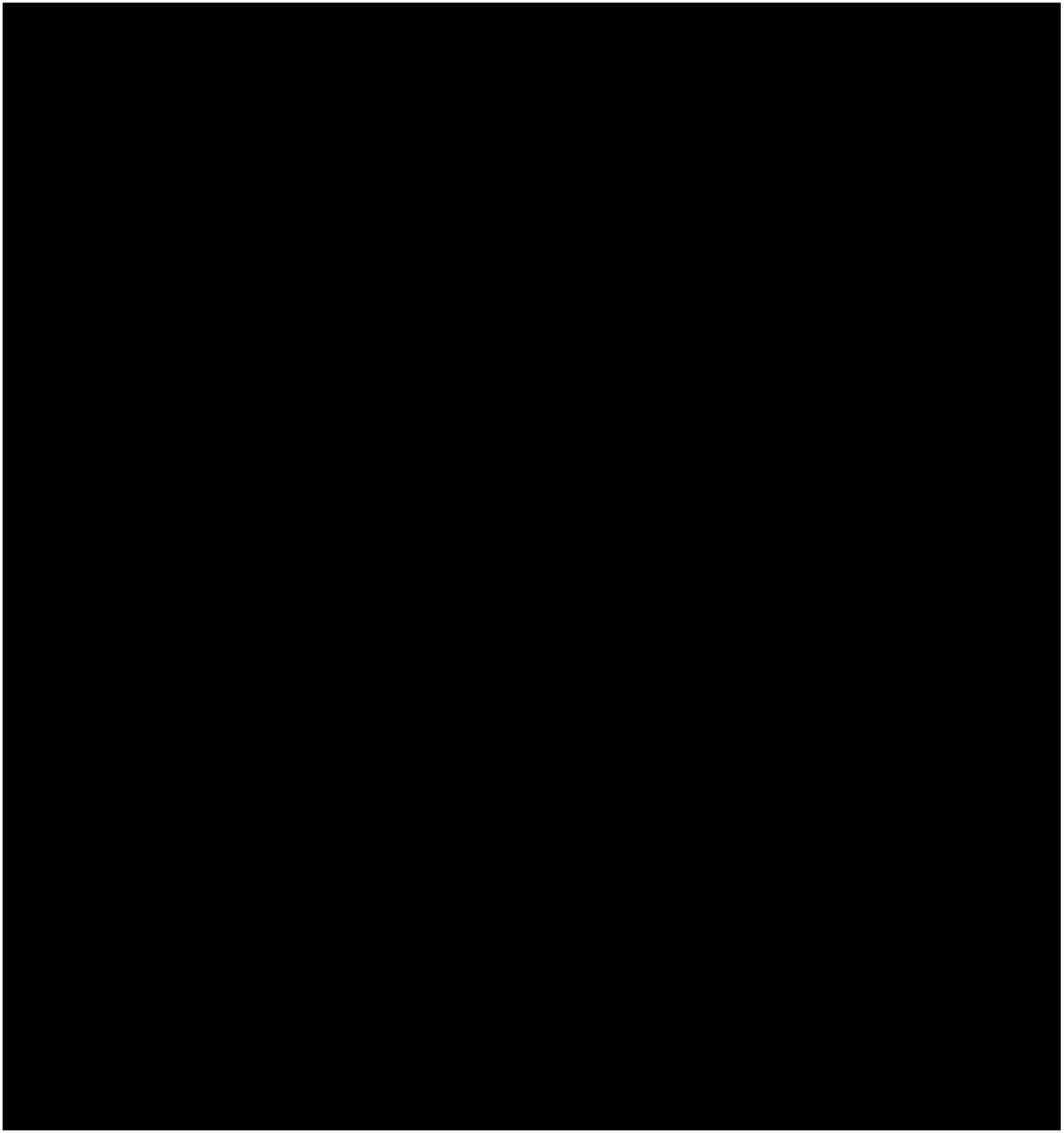
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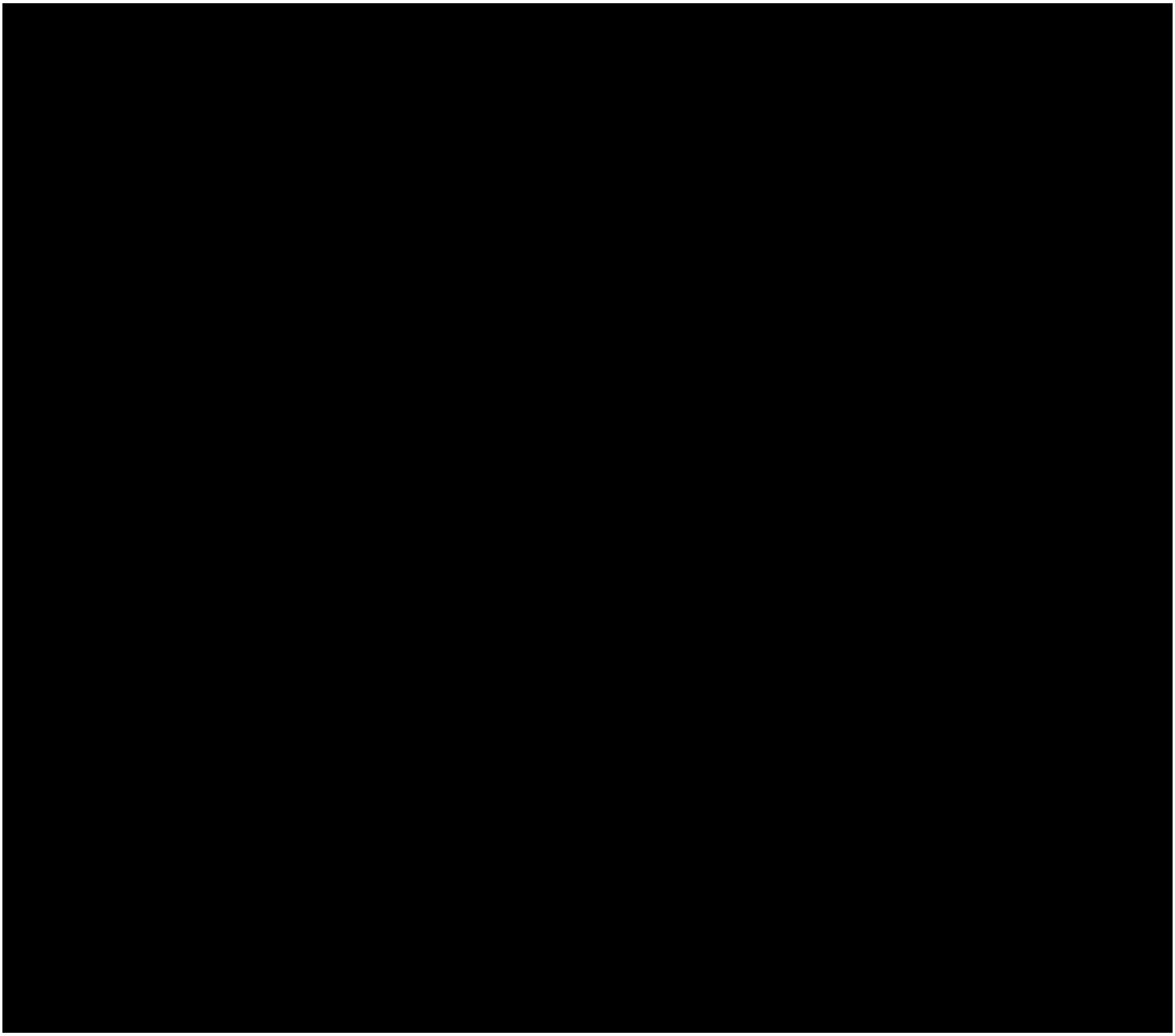
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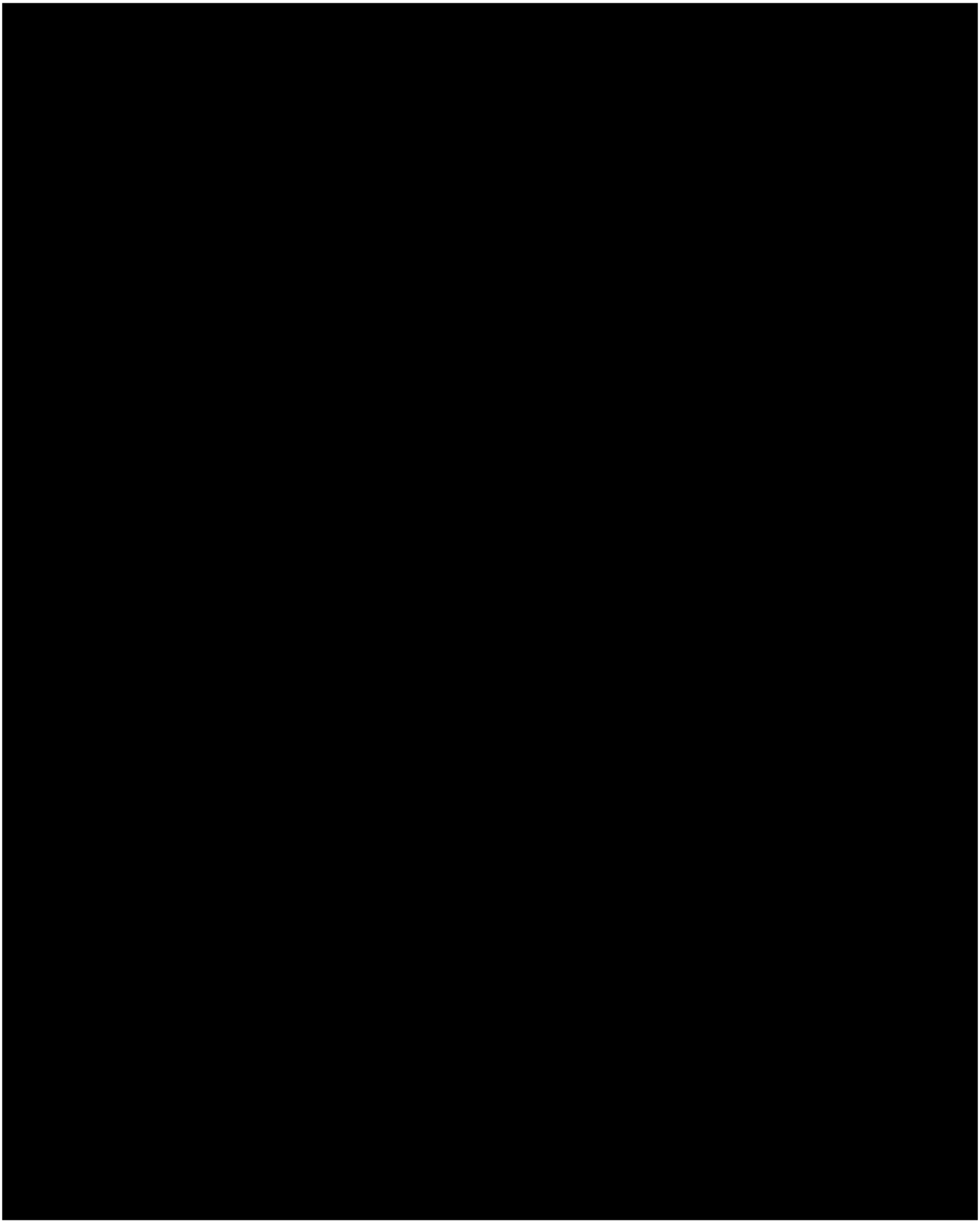
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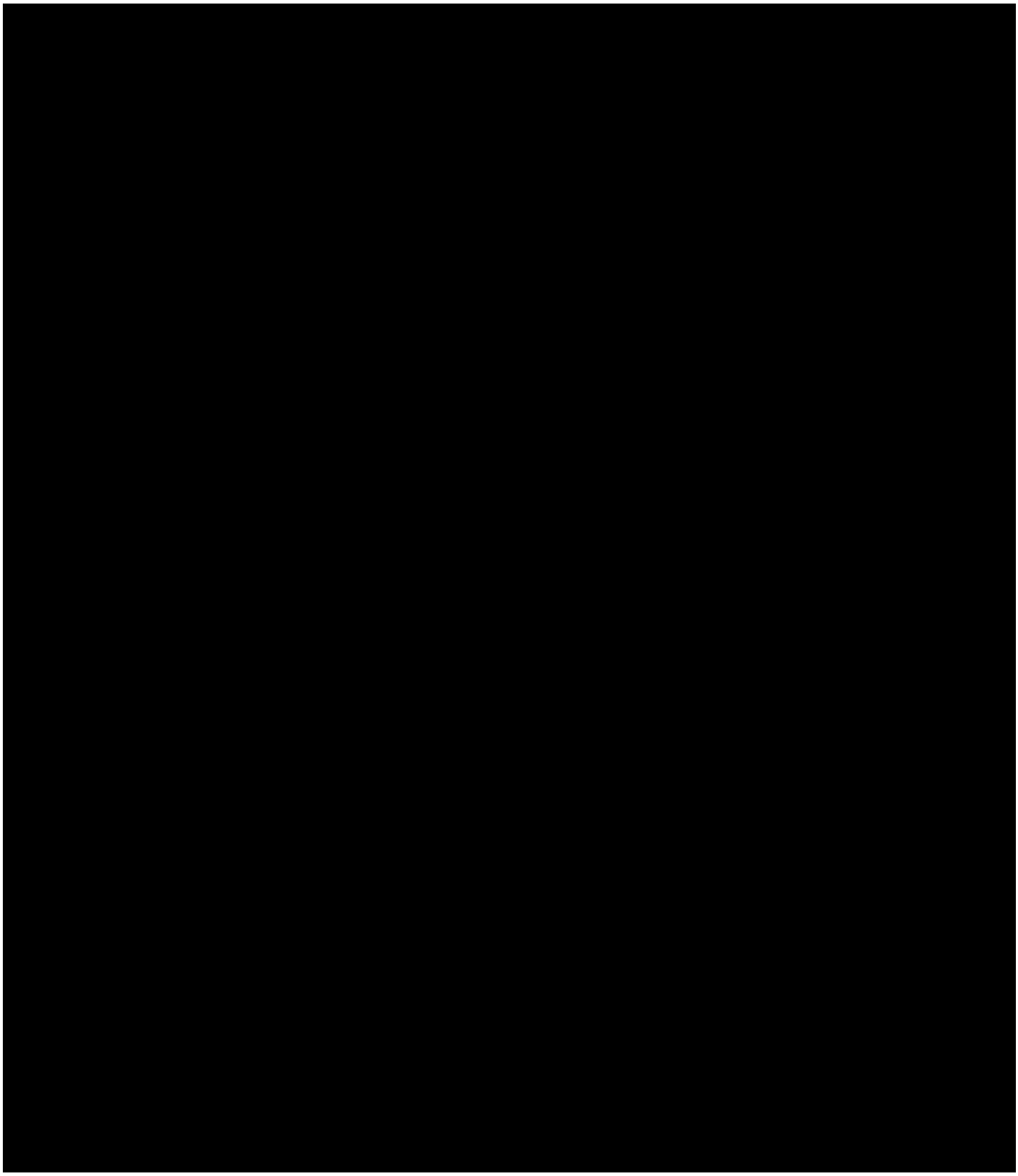
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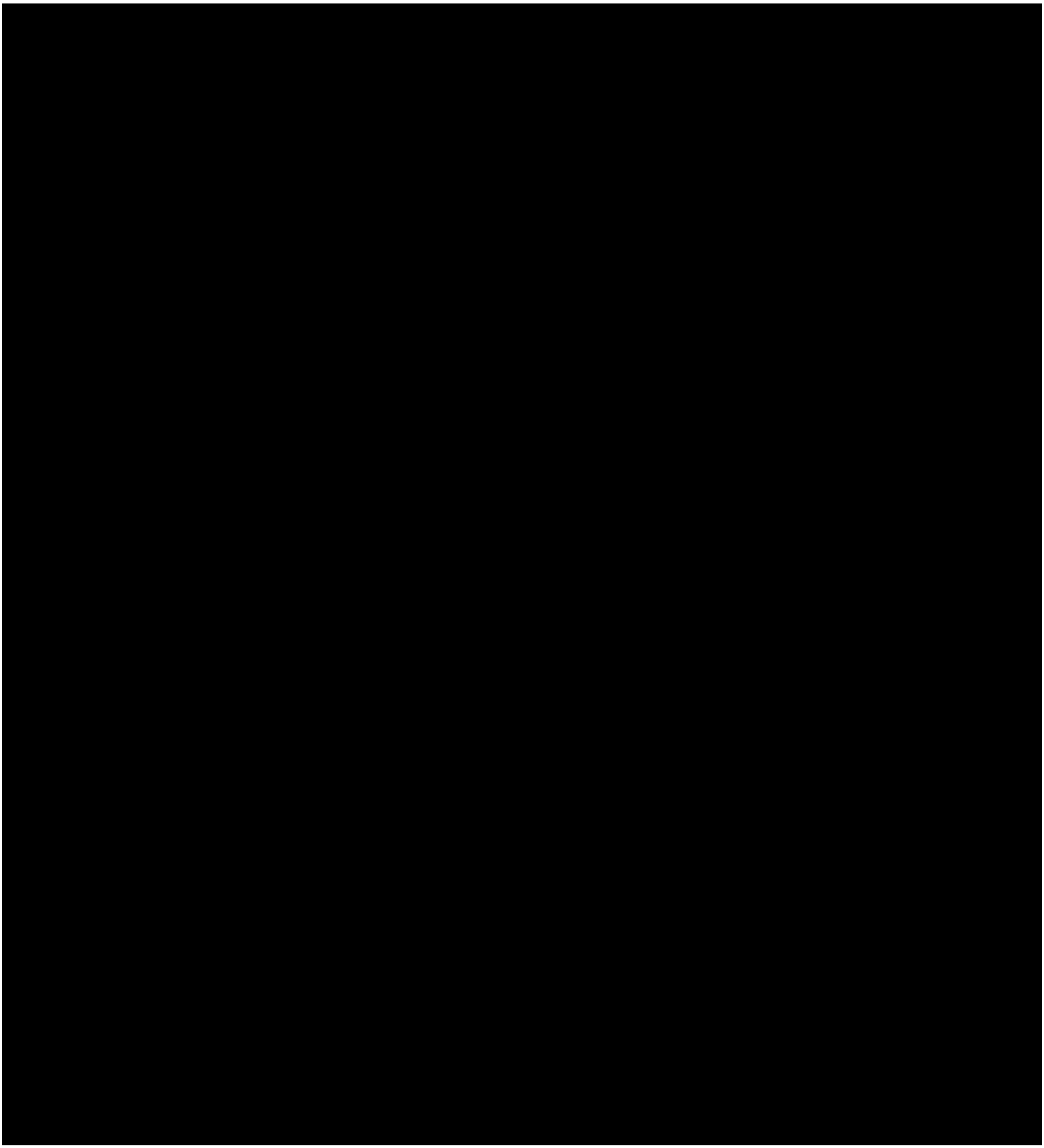
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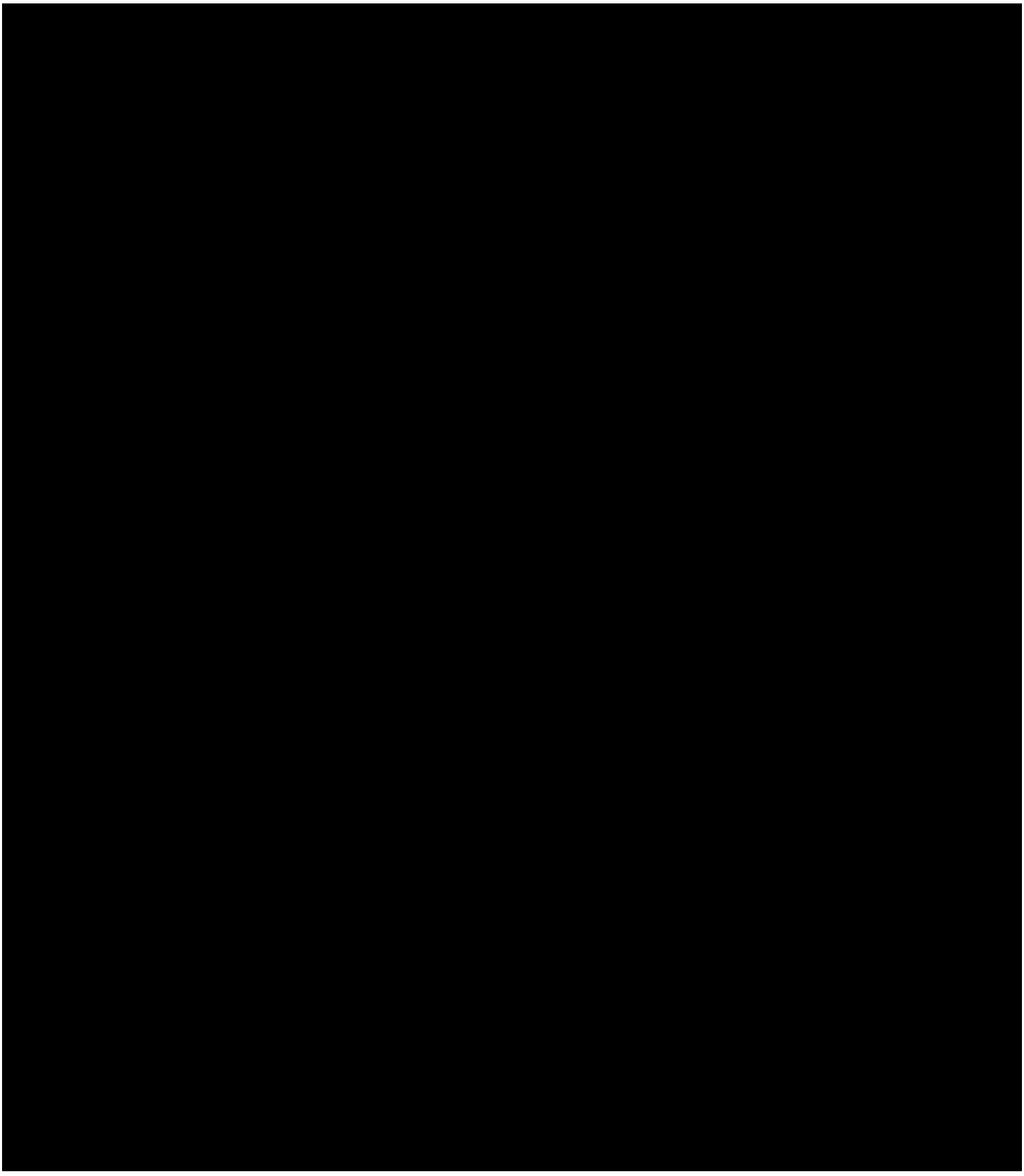


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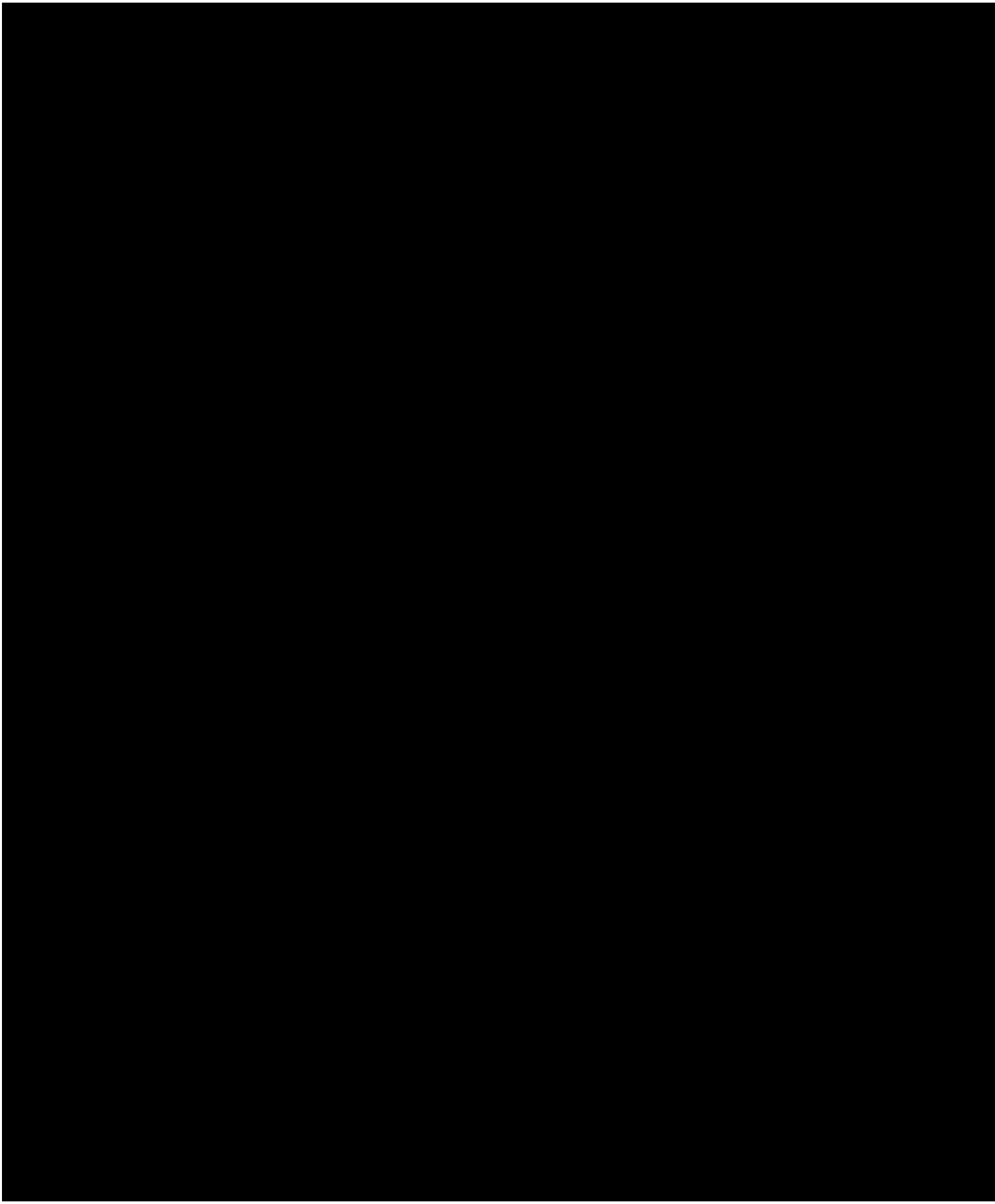
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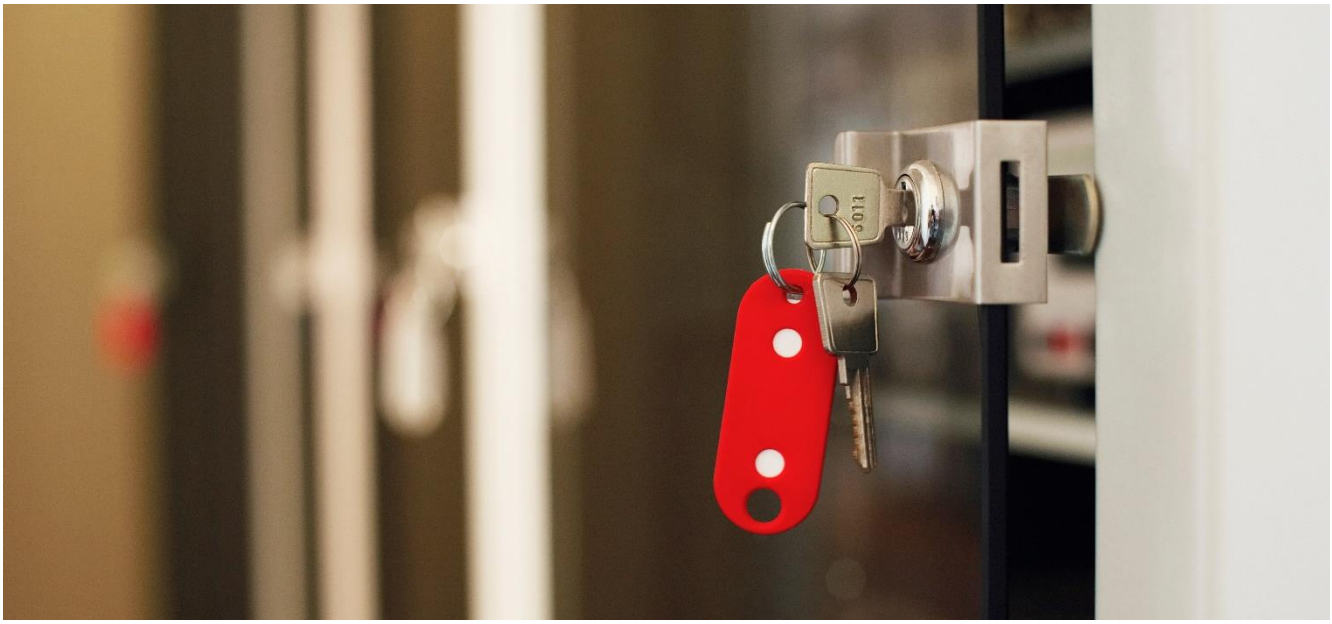
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SECURITY AND HOSTING OVERVIEW

June 2015

SAP Fieldglass

SAP

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1 Introduction

This document provides a general overview of the SAP Fieldglass security and hosting infrastructure. It is effective as of the revision date indicated below. However, as security needs continue to evolve, the specific information relating to the topics covered may be subject to change over time.

Security

The SAP Fieldglass solution was architected to be the most reliable and secure Vendor Management System available today.

SAP Fieldglass is proud to offer our customers, subject to review and acceptance by our audit partner, the following assurances:

- ISO 27001 certified since 2011
- SSAE 16/ISAE 3402 Type 2 SOC1 audits conducted since 2005
- SSAE 16 Type 2 SOC2 audits in the Trust Services Principles for:
- Security – the system is protected, both logically and physically, against unauthorized access
- Availability – the system is available for operation and use as committed or agreed to
- Processing Integrity – system processing is complete, accurate, timely, and authorized
- Confidentiality – information that is designated as “confidential” is protected as committed or agreed
- SSAE 16 Type 1 SOC2 audit in the Trust Services Principle for Privacy (Type 2 audit scheduled for Q3 2015)
- Annual third party pen testing of our network and application

This document provides an understanding of how SAP Fieldglass handles the following areas across its global operations:

- Scope of Operations
- Security Management
- Application Security
- Physical Security
- Network Security
- Data Management
- Release Management
- Disaster Recovery
- Business Continuity

1.1 Scope of Operations

SAP Fieldglass has global operations located in the following regions:

United States

Business office

SAP Fieldglass
111 N. Canal Street
Suite 600
Chicago, IL 60606

Active and passive datacenters

Century Link 2425 Busse Road Elk Grove Village, IL 60007	Equinix / ServerCentral 1735 Lundy Avenue San Jose, CA 95131

APAC

Business office

SAP Fieldglass
Suite 5, 48 Lovett Street
Manly Vale
NSW 2094
Australia

European Union

Business office

SAP Fieldglass
One Valentine Place
London
SE1 8QH
United Kingdom

Active and passive datacenters

ServerCentral c/o Equinix Laarderhoogtweg 57 1101EB Amsterdam, Netherlands	ServerCentral c/o Telehouse North 14 Coriander Avenue London E14 2AA United Kingdom

The terms "active" and "passive" designate which of the production hosting environments is being used as the primary (active) and which is being used as the backup (passive or disaster recovery). These designations are not static and SAP Fieldglass will occasionally fail over the active hosting environment to the passive hosting environment. This practice ensures that SAP Fieldglass is capable and ready in the unlikely event a disaster occurs and we need to fail over to the passive site.

1.2 Security Management

SAP Fieldglass' Security Team is responsible for implementing and maintaining the security controls to ensure that SAP Fieldglass information systems are secure. SAP Fieldglass has based its security program on industry standards and best practices. For our established datacenters, these practices are audited annually by a third party with results available to customers in October.

1.2.1 Security Policies, Standards and Procedures

SAP Fieldglass maintains a comprehensive set of policies that define the information security goals and objectives. Each policy may be supported by a standard that dictates the required security requirements to ensure the uniform application of technologies and processes.

1.2.2 Risk Management

SAP Fieldglass manages risk by the identification of threats and vulnerabilities to its information systems and through a control selection process. Controls selected fall into the following categories:

- Policy
- Physical and Environmental Security
- Organizational Security
- Communications and Operations Management
- Acceptable Use
- Access Control
- Third Party Access
- Information Systems Acquisition, Development and Maintenance
- Asset Management
- Incident Management
- Personnel Security

- Compliance

As an element of our ISO 27001 compliance, SAP Fieldglass conducts an enterprise-wide risk assessment. Key individuals from every department are interviewed so that risks can be identified. Risks are then evaluated and entered into a risk treatment plan. This plan is managed by the Security team with oversight by the Security Steering Committee. The Security Steering Committee meets on a quarterly basis.

1.2.3 Assessments

SAP Fieldglass periodically assesses the security controls to review the effectiveness of each control in addressing risk. If SAP Fieldglass' assessment suggests a need for changes, the baseline standard may be changed to include additional controls.

Internal Audit

SAP Fieldglass conducts quarterly internal audits for critical controls. Evidence is reviewed by our Sr. Compliance Analyst and a formal assessment report is prepared. Failed controls are made visible by this process so they can be remediated. Executive sign off on the internal audit reports is required.

External Audit

SAP Fieldglass also contracts with third parties on an annual basis to perform formal security audits on the following:

- ISO 27001 surveillance audit
- SSAE 16/ISAE 3402 Type 2 SOC1 audit
- SSAE 16 Type 2 SOC2 audits in the Trust Services Principles for:
- Security
- Availability
- Processing Integrity
- Confidentiality
- SSAE 16 Type 1 SOC2 audit in the Trust Services Principle for Privacy (Type 2 audit scheduled for Q3 2015)
- Network penetration test
- Application penetration test

These assessments allow SAP Fieldglass to maintain an appropriate security posture in order to protect the company and its systems, as well as its customers' data.

We are currently working with our third party audit partner in bringing our EU datacenters into scope for our 2015 ISO 27001 audit and SSAE 16/ISAE 3402 Type 2 SOC1 and SOC2 examinations.

1.3 Application Security

Our application provides application-level security through a combination of encryption, page-level access checking, document envelopes, and activity logging. Application security is handled through a combination of programming checks, application server configuration, and database server configuration. SAP Fieldglass uses 128-bit SSL (HTTPS) encryption for all data transmissions over the public Internet, including data shared between the product and end users and data shared between the product and back-end systems.

Passwords are encrypted using a one-way hash with salt based on the SHA-256 encryption algorithm. The hash value is saved within the database; not the password.

The base SAP Fieldglass application does not require data that would require breach notifications if compromised. If the customer chooses to store sensitive data, custom fields may be defined by the customer that can be encrypted with AES-256. These fields can also be optionally masked from view while entering and viewing the fields in the application.

1.3.1 Encryption

By default, the application utilizes SSL encryption for all data transmissions over the public Internet.

In addition, the SAP Fieldglass hosted application encrypts sensitive data stored on the database so that only properly authorized users (or systems) will be able to decrypt the data. Because no state information is stored on the application server, in the unlikely event of unauthorized access to the database, the sensitive data is still encrypted.

1.3.2 Database Segmentation

SAP Fieldglass is a SaaS and utilizes a multi-tenancy database. Each customer is assigned a unique company code. Every record written to the database is keyed using this company code. After a user authenticates into the system, a session ID is generated which holds vital information about the user including their company code, user role, and data visibility restrictions. The session ID is cached server side to eliminate any ability for a malicious user to modify its contents.

1.3.3 Document Envelopes

Throughout the system, there are a number of events that generate “documents.” These are digital representations of their real-world counterparts. For example, job postings, work orders, time sheets, and invoices are all represented in the system as documents.

Each document in the system has an accompanying digital envelope that stores all access to that document. For example, when a job posting is created, an envelope entry is added for creation that records the date, time, and person. When it is submitted, another entry is added recording the date, time, and person.

1.3.4 Page-Level Access Checking

The application has been designed so that every single web page checks for access rights before displaying itself. Additionally, each page performs a second check to ensure that an authorized user will only have access to those data elements and functionality that has been expressly authorized by the system administrator.

The post-authentication session ID that is generated and cached server-side is validated prior to showing each page. SAP Fieldglass stores a non-persistent cookie in the browser and compares back to the server-side session ID. If they no longer match due to malicious activity, the user is redirected to a "You are not authorized" page.

Authorization is handled through the use of user-defined User Roles. User Roles provide the customer, through its designated administrators, the flexibility to specify the type of access given to a member of that user group based on the definitions configured by the administrator. The User Role controls what areas of the application are accessible to the user group and what actions they can perform in those areas (e.g. job posting create, time sheet approve, etc.).

1.3.5 URL Encryption

SAP Fieldglass does not pass any sensitive data in its URL query strings. Parameters that are used to identify users in the system are protected by anonymizing the field variable and then encrypting the associated value using AES-256.

1.3.6 Activity Logging

As users access the system, all of their business significant activities are tracked and logged including failed login attempts, successful logins, approvals, submissions, etc. This activity log provides a full audit trail of what actions a particular user performed within the system and the timestamp as well.

1.3.7 Application Testing

Upon request, SAP Fieldglass will provide customers with a sandbox environment where system testing can occur outside of production. This is useful when testing out configuration changes, new integrations, and/or new reports prior to making the changes live in the customer's production instance.

Upon request, customer's data can be anonymized. SAP Fieldglass has the ability to scrub the data such that it is unrecognizable. Data element replacement is accomplished by an automated SAP Fieldglass utility that replaces the customer's company code, user names, business units, cost centers, and sites from a store of random variables. Any or all of these elements may be chosen for replacement.

Sensitive data that has been designated by the customer to be stored in the SAP Fieldglass application is encrypted with AES-256. The encryption and decryption keys are different between production and test environments and are different between the US and EU datacenters. These keys are stored in the corporate password vault and are accessible only by the Database Administrators and the Lead Architect.

Once customer testing has been completed, the Environment Management team (a team within Professional Services) destroys the environment. The database is purged and the VM is returned into circulation.

1.3.8 Password Management

The SAP Fieldglass application provides each customer the ability to define a Password Policy. This policy contains custom-defined password rules that each user in the customer's instance must adhere to. The policy provides 20 different password rules such as minimum length, user lockout preference (hard lockout vs. time-based reset), days to expiration, minimum password age, etc. Also included is the ability to specify a regex pattern(s). This pattern dictates the password value syntax that each user must follow.

When customer chooses to use a test instance ("sandbox"), all user password values remain unchanged from their production values. All passwords and visibility restrictions remain unchanged to ensure that users in the test instance are not able to gain access to data they're not privileged to see in production. Also, the password policy that is enforced in in the production instance is also enforced in the test instance.

New user invitations are sent via email. Recipients enter their 1-time passcode and are then forced to specify a new password that complies with the customer's password policy rules. User invitations expire after 21-days.

1.3.9 Email Approvals

In order to better support our growing mobile workforce, SAP Fieldglass offers customers a supplementary method for approving their work items. Via email, approvers are able to submit their approval or rejection response by simply replying to the approval work item that was sent to them. This method has been proven to reduce approval cycle times by several days since the approver does not have to be in the office. This feature has been architected with the following security controls:

- Only the original recipient can approve/reject the work item. If the recipient forwards the email to another person, the system will not accept the response.
- Email spoofing is not a risk. A unique ID is generated for each approval request. This unique ID along with the person ID of the intended recipient is stored encrypted with AES-256. So even if the email address sending the approval/rejection response is legitimate but the sender is not, the system will detect this anomaly and not accept the response.
- A SAP Fieldglass approver can identify another user as their Proxy and/or Delegate when they will be out of the office and unable to handle the approval requests. By design, neither of these roles receive approval work items via email. So only the original recipient can ever submit an approval/rejection response via email.
- If the customer created custom fields where sensitive information is stored encrypted, those fields and associated values are not allowed to be selected for inclusion in these email approval notifications.
- The system audit trail is updated with all user actions including approval/rejection activities via email. This audit trail is accessible by privileged customer users and can be used to monitor user activity.

In order to compromise the security of our email approval feature, a malicious user would need to hack into another user's email account, locate the SAP Fieldglass approval request email, and then submit the approval/rejection response.

1.3.10 Application Penetration Testing

SAP Fieldglass uses a combination of manual and automated testing to ensure the application is secure. Various automated commercial tools are used prior to each major release of the SAP Fieldglass system (three times per year).

On an annual basis, SAP Fieldglass engages a 3rd party security company to conduct pen testing services against our application. This is in addition to SAP Fieldglass' own internal penetration testing efforts.

SAP Fieldglass has several test environments available for customers to conduct their own application penetration testing if requested.

1.4 Physical Security

The SAP Fieldglass data center provides physical security through its secure hosted facilities. The application is hosted within a secure unmarked cage. SAP Fieldglass manages everything from the cage in. Meaning, SAP Fieldglass manages all servers, devices, and software in the cage. The hosting provider provides physical security, internet connectivity, and HVAC.

1.4.1 Internet Data Center Construction

Exterior perimeter walls, doors and windows are constructed of materials that afford UL Standard #752, Level V Ballistic Protection.

1.4.2 Access Control

The data center uses an Access Control System (ACS), which supports a networked card reader and alarm system. The ACS uses proximity card readers to control access into perimeter doors, shipping/receiving areas, storerooms and other areas. Biometric hand scanners are installed to control access into the network control center, telecommunications node room and customer vaults. Additional access control measures include:

- Designated with signage as controlled access areas
- Areas within the internet data center are designated as restricted
- Access into the internet data center and restricted areas is controlled by biometric hand scanners, and is limited to authorized personnel
- Card access badges or contractor/visitor badges are required to gain entry
- All employees, customers, vendors, contractors and visitors must be sponsored by a facilities pre-approved sponsor to gain access
- Visitors are escorted at all times within the controlled access area perimeter

1.4.3 Man Traps

The system includes the following key features:

- Anti-passback
- Integrated metal & explosive detection
- Video monitored / recorded
- Two-way intercom audio to Security Control Room
- Level V ballistic protection
- Weight sensors limit entry to one person at a time (no tailgating)
- ADA compliant
- Intrusion / tampering alarm monitoring by Security Control Room
- Integrated card access & biometric access control systems limits access to persons verified by hand geometry
- All systems are supported by redundant power management system (generators).

1.4.4 Key Control

Facilities security staff is the custodian of all security and cage keys. These keys are maintained and tracked through a comprehensive issue, retrieval, audit, and storage process. The listing of all customers, customer employees and cage assignments is updated in real-time maintained to ensure that cage access is restricted to authorized personnel.

1.4.5 Alarm System

The ACS is used to monitor and log security alarms. The ACS monitors all:

- Perimeter doors
- Restricted Area doors
- Shipping / receiving doors

1.4.6 Closed Circuit Television System

Facilities employ an extensive closed circuit television system to monitor the exterior and interior of the internet data center. Exterior cameras provide views of critical support equipment and perimeter doors. Interior cameras are positioned to monitor all internet data center aisle ways, requests for entry and entry into the internet data center, shipping / receiving areas, high-security vaults and the internet data center lobby. All cameras are recorded on digital video recorders 24 x 7.

1.4.7 Background Checks

SAP Fieldglass requires background checks be performed at the time of hiring on all personnel. These background checks are performed by a nationally recognized third party company. SAP Fieldglass initiates the background check request for all potential employees and independent consultants. If the independent contractor is placed through

an agency, the agency will conduct a background check and confirm with Human Resources whether the results were completed with/without discrepancies. If the independent contractor is placed directly, SAP Fieldglass will conduct the background check.

Background checks include the following:

- Social Security Trace
- Statewide & National Criminal Report (7 years)
- Sex Offender Registry & Terrorist Watch
- Compliance Authorities Database Checks – Global (OFAC level verification)
- Education verification
- Employment verification (7 years)
- Global Sanctions & Prohibited Parties
- Credit (only for specific finance roles)

1.4.8 Hosting Facility Security Personnel

The security office duties include:

- Response to calls for assistance
- Security facility inspections
- Fire and safety patrols
- Shipping / receiving security
- Physical security audits and assessments

1.5 Network Security

The SAP Fieldglass network infrastructure includes redundant components, firewalls, and 24/7 monitoring.

1.5.1 Redundant Components

Most network components are internally redundant. For example, routers have redundant power supplies; servers have redundant drives, power supplies, and NIC cards. Additionally, all network components are redundant to provide redundancy and security in the event of a component failure.

1.5.2 Private Virtual LANs

The application network architecture has been designed with multiple private virtual LANs using redundant Cisco routers. Every major network layer is placed on its own virtual LAN with rules about which protocols and ports are accessible.

1.5.3 Firewall

SAP Fieldglass has implemented dual-vendor redundant firewalls between the public internet and the SAP Fieldglass private network, as well as between each virtual LAN. This

firewall has been configured to enforce protocols and ports that are able to cross LANs with a default deny stance.

1.5.4 24/7 Monitoring

SAP Fieldglass provides 24/7 monitoring of suspicious activity. Any failure is promptly reported and, after an initial analysis, escalated to the next appropriate level.

1.5.5 Enterprise SIEM

Our security incident and event management (SIEM) tool has been configured to collect logs and events from all systems and devices within the SAP Fieldglass network. Forwarders are used to collect, filter, normalize and forward relevant data to an Indexer. Each installation listens for Syslog data and actively pulls WMI information from its respective environment. Security related issues are monitored and alerted on where required.

1.5.6 Network Pen Testing

On an annual basis, SAP Fieldglass engages a 3rd party security company to conduct pen testing services on our network.

1.6 Data Management

1.6.1 Data Backups and Replication

SAP Fieldglass has a highly available backup solution that guarantees data can be restored as expediently as possible. Our solution performs a continuous replication of data to our passive production hosting facility. SAP Fieldglass takes incremental SQL backups every 15 minutes and full backups on a nightly basis. Backups are transferred to the passive production hosting environment over a secure channel. SAP Fieldglass' solution offers continuous protection of customer data geographically without imposing performance degradation or scaling limitations. Data is encrypted both at rest and in transit with AES-256.

Data backups and replication are performed between the active and passive production environments. The US-based active production environment replicates data to the US-based passive environment. Likewise, The EU-based active production environment replicates data to the EU-based passive environment.

Also refer to section 3.1 Disaster Recovery.

1.6.2 Data Archiving

Data is archived throughout the year. Eligible transactional and reporting data are moved from the active database to an archive database after 24 months. Archived data can be accessed only by customer users with a user role of Administrator. Archive data is accessed using the same login screen and user interface that is used to access current data. Reports can also be generated using archive data from the standard interface.

The criteria for archiving data are as follows:

- Data remains in the active database for 24 months, at which point eligible data is moved to the archive database.
- Data remains in the active report database for 24 months, at which point eligible data is moved to the archive report database.
- Archiving begins with the worker. When a worker's end date is more than 24 months old, the worker and all associated data including the worker's work orders, job seeker record, job posting, time sheets, expense sheets, and payment-related items such as invoices are archived.
- The archive process is run as a batch job on a weekly basis to move data from the active databases to the archive databases.
- Data cannot be moved back from the archive database to the active database.

SAP Fieldglass does not delete data from its archive databases and has data older than 7 years. In the future, if SAP Fieldglass decides to delete archived data, we will ensure that a minimum 7 years of data is retained.

1.6.3 Data Deletion

Data deletion occurs only when required by a customer. SAP Fieldglass' data deletion capabilities allow customers to remain compliant with data privacy, data protection, and other related data directives.

- Deletion logic is based solely on a customer's business requirements. A custom script is developed by SAP Fieldglass.
- Results are verified in a non-production environment by both SAP Fieldglass and the customer prior to executing in production.
- A "Preservation" flag is available for use. Customers can set this flag on any data to override logic that would otherwise delete the data. This is useful during times when litigation or eDiscovery efforts are in progress and certain data must be preserved.
- Script execution frequency is determined by the customer.

SAP Fieldglass is contractually obligated to retain at least 7 years of data for customers.

1.6.4 Data Usage

Customer data is required in non-production environments for various reasons:

- Second level help desk support for customer defect investigation and resolution.
- Supporting customer requests for updating data, whether it be for desired changes or corrections for data modified by the customer in error.
- Customer sandboxes – these are non-production environments configured only with the customer's data (customer's data is "sliced" out from the multi-tenancy production database). These sandboxes are required for many

reasons, including testing of new or changed integration connectors, reports, and/or application configuration changes such as revised approval workflows. New application features can also be turned on and reviewed in the sandbox before turning on in the live production instance.

- Any data deletion scripts that are developed between the customer and SAP Fieldglass must be tested in a non-production environment prior to executing in production.
- Customer Preview testing – this is an opportunity for customers to gain early access to a future upgrade of the SAP Fieldglass application. This allows customers to gain confidence that the system is working as expected prior to the release date. Customer participation is optional.
- SAP Fieldglass regression testing – the SAP Fieldglass application is offered in a Software as a Service (SaaS) model. One of the services we provide is testing of the application prior to each production release. To ensure a customer's configuration, integrations, and reports are working as expected with the new codebase, SAP Fieldglass Quality Assurance uses a scrubbed production copy of the database in our regression testing. Regression testing is where we execute test cases against the current production codebase and the future codebase using a common data input. Output files from each test are compared to ensure any changes are expected.

Customers may opt out of this process. However, all responsibility in ensuring the customer's SAP Fieldglass instance is properly working and maintained is transferred to the customer.

To date, all SAP Fieldglass customers have declined to assume this responsibility.

1.6.5 Data Scrubbing

In order to properly service our customers, access to production data is required. All customer data is classified as Confidential. SAP Fieldglass takes every possible precaution to ensure data is protected from unauthorized access and misuse.

Data is protected in the following ways:

- First names and last names of buyers, suppliers, and workers are anonymized by replacing with a test value.
- Email addresses of buyers, suppliers, and workers are changed to a single false email address such as qatest8@SAP Fieldglass.com which is configured to automatically purge all email sent to it.
- Buyer and supplier company names are anonymized.
- Any custom fields created by the customer remain unchanged. Custom fields that contain sensitive data are encrypted with AES-256 and optionally display masked when entering and displaying values in the user interface. There is no way to decrypt these values since the decryption keys between production and test are different. Keys are stored in the corporate password vault and

access is limited to only select senior members of the technology team. This access list is reviewed quarterly by the internal audit team and by a third party in our annual SSAE 16 / ISAE 3402 Type 2 SOC1 and SOC2 audits.

The data scrubbing process is:

- A backup of the data is taken at the location where the source database resides
- Data is filtered where only the most recent 3 months of data remain
- Data is scrubbed as described above
- Data is then securely transferred from the production system to the test system

Once scrubbed, all personally identifiable information (PII) has been removed and any sensitive custom field data cannot be read.

Our test systems reside in secure third party data centers with the same controls as our production data centers.

1.6.6 Data Access

Direct access to production data is required in specific cases. Access is provided based on business need and not by role alone. Access reviews are conducted monthly and reviews are subject to recurring quarterly reviews by the SAP Fieldglass internal audit team. Executive review and sign off is performed for all quarterly reviews.

Access is required for the following puposes:

- Professional Services Data Services team – this team receives a customer's master and/or worker data and executes data uploads into test and/or production environments. Once the data are successfully uploaded and customer has signed off on the accuracy and completeness of the upload, the data are destroyed.
- First level help desk – when customers call our help desk, the caller may require the help desk agent to to view data or log in as the caller in order to help them with their problem. This is only performed when authorized by the caller.

SAP Fieldglass has help desk locations in the following regions:

United States

SAP Fieldglass
111 N. Canal Street
Suite 600
Chicago, IL 60606

Europe and APAC

Merlin-IT Hungary Information Technology Services Kft. Vagohid u. 2., 4034 Debrecen, Hungary	Merlin Information Systems Philippines Inc. 6th Floor C ommerce and Industry Plaza Building, McKinley Hill Cyberpark, Taguig City, Philippines

The SAP Fieldglass Security team conducted an onsite security audit in 2014 at Merlin Hungary. Contractually, Merlin must meet SAP Fieldglass' security requirements. The following security controls are in place:

- Help desk agents are not able to cut/paste using their secured workstation.
- External media including any USB drive is disabled.
- Printing is not supported.
- Help desk agents have been background checked by Merlin using SAP Fieldglass' background check requirements (see section 1.4.7 Background Checks).

1.6.7 Data Loss Prevention

Our DLP solution has been installed and configured for use on devices subject to exposure to sensitive information. It has been implemented to guard data at its endpoints and to ensure leakage of information classified as Confidential does not occur. Policies can be pushed from the central management console or pulled from an individual endpoint client. Client installs are configured to update (pull) policy changes every 90 minutes.

Our enterprise SIEM tool is configured to pull data in real time from the DLP database. Dashboards are created to allow quick overviews of agent statuses/details, alert details, and logging details.

The SIEM is configured to notify the Security Team in real time when an alert is detected. The Analyst then logs into the SIEM and investigates the alert to determine whether it's legitimate or a false positive.

1.6.8 Customer Termination

If a customer were to terminate their contract with SAP Fieldglass, the customer's data could be sliced out of the production database and delivered to the customer on a media of their choice. The size of the data will determine what media is appropriate.

2 Release Management

2.1 Release Management Process

The SAP Fieldglass Release Management team is responsible for the management of all delivables required in upgrading the production SAP Fieldglass system. This team is comprised of key members from the Development, Quality Assurance, Product Management, Professional Services, and executive teams. SAP Fieldglass customers benefit from our release management in that the release deployment schedule repeats itself year over year; releases are deployed over the same weekends of predetermined months.

SAP Fieldglass has several different release types:

Major Releases

In the US, Major releases occur on the second Fridays in March, July, and November. In the EU, Major releases occur on the third Fridays in March, July, and November

These releases can include new product features, new or changed functionality, user experience enhacements, and changes to the user interface. These are our most formal releases and the only type of release that requires an extended maintenance window. The Release Manager and the Release Management team closely monitor all phases of the Software Development Lifecycle and analyze PKIs at each phase transition. Release notes are provided as well as an opportunity for customers to optionally participate in a customer preview opportunity. This is where users can log into a non-production environment that is running the future codebase. The benefit of participating is that customers can gain confidence the system is behaving as expected prior to the official release date.

Minor Releases

Minor releases occur on the second Fridays in January, May and September.

These releases do not require the formalities of major releases. This type of release is used when deploying customer-specific product features and integrations to production. These releases are deployed to both US and EU customers at the same time.

Service Packs

Serivce packs are deployed as required to resolve product defects. These releases are deployed to both US and EU customers at the same time.

All releases are deployed to production by a central deployment team located in the US. During the deployment process, the codebase is replaced with the new codebase and data transformation scripts are executed. During this process, customer data is not viewed or accessed. Upon completion of the deploy, the Quality Assurance team executes a post-deploy verification checklist to ensure the system is ready for general availability. One such verification is verifying an MD5 hash to ensure the certified codebase was installed in production without modification. Test companies are used in conducting all testing.

3 Disaster Recovery and Business Continuity Plan

3.1 Disaster Recovery

SAP Fieldglass maintains a disaster recovery plan with backup, hardware repair, and data restoration, along with the ability to bring up the SAP Fieldglass application at a hot backup site in the event of a declared disaster (as described in the SAP Fieldglass disaster recovery plan) where the primary site is destroyed or disabled. This plan is tested on a yearly basis. Lessons learned are recorded in the test results and the plan is adjusted and improved accordingly.

SAP Fieldglass has the concept of active and passive production hosting facilities. The active environment is the live production hosted facility that all SAP Fieldglass users are actively using. The passive environment is a hot production hosting environment. Our data replication solution ensures that the passive environment is ready at anytime to be failed over to. In a disaster scenario, SAP Fieldglass changes the DNS to the passive hosting center's set of IPs. Users are then seamlessly routed to the other datacenter. There is not multi-day data migration that has to occur due to the ongoing data replication that is in place.

SAP Fieldglass proactively conducted a datacenter failover from the active datacenter to the passive datacenter in April 2015. The entire failover process was conducted in just over 8 hours with zero data loss. SAP Fieldglass plans to repeat this proactive datacenter failover between 1 and 3 times per year.

Also refer to section 1.6.1 Data Backups and Replication.

3.2 Business Continuity

The primary objective of our business continuity plan (BCP) is to enable SAP Fieldglass to recover all functions within their respective Recovery Time Objectives (RTOs) after any type of disruption occurs which prevents SAP Fieldglass personnel from engaging in ongoing business operations. A Recovery Point Objective (RPOs) has also been defined to identify our tolerance for any data loss. This Plan is designed to support the employees responsible for leading recovery efforts to enable SAP Fieldglass to resume daily operations following a disruption.

A business impact analysis (BIA) has been developed to fully quantify and prioritize restoration of mission-critical processes.

Privacy Policies and Procedures

Revision History

Virtru's Privacy Policies and Procedures were adopted as of **[Date]**.

Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

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I. Company

Virtru may be referred to as "**Company**."

A. Document Control

A staff copy of this document is available with the **Virtru** Privacy Officer, Will Ackerly, willackerly@virtru.com or (202) 577-3683.

B. Security Document Library

These policies and procedures and related privacy and security practice information will be kept in our Security Documentation Library (SDL). The Library is located in Google Drive and backed up to a local NAS.

Outdated and superseded materials from the Security Documentation Library (or Notebook) will be kept in an archive (the Security Documentation Archive) for at six (6) years after the date when they are first outdated or superseded.

II. Management and Protection of Personally-Identifiable Information

A. Overview

The Privacy Rules place certain restrictions on the acquisition, use and disclosure of Personally-Identifiable Information (PII). These policies establish the minimum care with which PII in the custody of **Virtru** personnel must be maintained.

B. Purpose

The purpose of this document is to provide basic instruction to all **Virtru** employees regarding the management and protection of Personally-Identifiable Information.

C. Applicability

This policy applies to all **Virtru** employees, which are defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru.**

D. Definitions

Covered Entity means a health plan, a health care clearinghouse, or a health care provider that transmits any health information in electronic form relating to any covered transaction.

Personally-Identifiable Information (PII) means any information about an individual maintained by **Virtru,** including:

1. Any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and

2. Any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information

Treatment, Payment and Health Care Operations (TPO) include all the following:

1. *Treatment* means the provision, coordination, or management of health care and related services, consultation between providers relating to an individual, or referral of an individual to another provider for health care.
2. *Payment* means activities undertaken to obtain or provide reimbursement for health care, including determinations of eligibility or coverage, billing, collections activities, medical necessity determinations and utilization review.
3. *Health Care Operations* includes functions such as quality assessment and improvement activities, reviewing competence or qualifications of healthcare professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development, and general business and administrative activities including the creation of de-identified health information as defined by these regulations.

Disclosure means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

Use means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

Personal Representative means a person who has authority under applicable law to make decisions related to health care on behalf of an adult or an emancipated minor, or the parent, guardian, or other person who is authorized under law to make health care decisions on behalf of an un-emancipated minor.

Employees means all employees of **Virtru** as well as its temporary employees, interns, independent contractors, trainees, and other persons in the performance of work for the **Company**, its offices, programs or facilities.

Privacy Rules means the rules adopted by various state and federal agencies to implement the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under this Act as well as those obligations that arise under the privacy and security standards adopted by the Health Insurance Marketplaces, pursuant to 45 C.F.R. §155.260.

E. Policy

For details on specific requirements, refer to the appropriate policies in this manual as indicated in *[brackets]*.

1. Generally: Personally-Identifiable Information shall not be obtained, used or disclosed except as permitted or required by law.

2. Permitted and Required Uses and Disclosures: Personally-Identifiable Information may or shall be disclosed as follows:

   a) To the individual

   b) To carry out TPO activities as allowed under HIPAA and/or pursuant to and in compliance with a current and valid Authorization *[Receipt, Use and Disclosure of Personally-Identifiable Information].*

   c) In keeping with a Business Associate Agreement *[Business Associate Agreement].*

   d) As otherwise allowed or required under the HIPAA Rules or other federal and/or state laws concerning privacy of information that is used by **Virtru** in the course of its business operations.

3. Minimum Necessary: Generally, when obtaining, using or disclosing Personally-Identifiable Information, or when requesting PII from another entity, reasonable efforts must be made to limit the PII used or disclosed to the minimum necessary to accomplish the intended purpose. However, the Privacy rules were not intended to severely complicate business processes and **Virtru** may, where appropriate, use a single format to provide data containing PII for our various services *[Minimum Necessary Standard].*

4. De-identified Personally-Identifiable Information: PII may be considered not to be individually identifiable in the following circumstances:

   a) The following identifiers of the individual (and relatives, employers or household members) are removed. (This is the "Safe Harbor" method that **Virtru** will generally use.)

      - Names
      - Information relating to the individual's geographic subdivision if it contains fewer than 20,000 people
      - Elements of dates (except year) directly related to the individual
      - All ages and elements of dates that indicate age for individuals over 89, unless aggregated into a single category of age 90 and older
      - Telephone numbers
      - Fax numbers

- Email addresses
- Social Security Numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate or license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers; full face photographic images
- Any other unique identifying number, characteristic or code.

b) As allowed in the Privacy Rules, **Virtru** shall provide a number of longitudinal identifiers in the de-identified data. These identifiers shall not allow identification of the individual who is the subject of this data in that:
    1) These identifiers will be encrypted using industry level encryption techniques
    2) The method of encryption shall not be divulged to the receiver of the de-identified data

5. Complaint Process: **Virtru** has put into place a process for individuals to make complaints about our Privacy Policies and Procedures and/or our compliance with those Policies and Procedures.

6. Documentation: **Virtru** must maintain written or electronic copies of all policies and procedures, communications, actions, activities or designations as are required to be documented under this manual for a period of six (6) years from the later of the date of creation or the last effective date.

F. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies. *[Sanction Policy]*

III. Administrative Requirements for HIPAA Implementation

A. Overview

The Privacy Rules require that a Business Associate have in place appropriate administrative safeguards to protect the privacy of Personally-Identifiable Information.

B. Purpose

To provide instructions regarding **Virtru**'s obligations relating to the implementation of administrative requirements of the Privacy Rules.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Policy

1. Personnel Designations: **Virtru** has designated and documented designations of the following:
   a. Will Ackerly has been designated as the Privacy Officer.
      1) He is responsible for the development and implementation of corporate-wide policies and procedures relating to the safeguarding of Personally-Identifiable Information.
      2) He will also be responsible for receiving complaints relating to Personally-Identifiable Information and for providing information about the **Company's** privacy practices.

   b. Persons with access to Personally-Identifiable Information are listed by title and department including a listing of individuals' names on the Risk Assessment; and will be updated if **Virtru** makes any major changes to processes, staff, programming or company location; or at a minimum annually. **Virtru** will retain the previous listing for a period of not less than six (6) years.

2. Training Requirements: **Virtru** shall document the following training actions: All **Virtru** employees shall receive training on applicable policies and procedures relating to Personally-Identifiable Information as necessary and appropriate for such persons to carry out their functions within the **Company**.

   a. Each new employee shall receive the training as described above within 30 days after joining **Virtru**.

b. Each employee whose functions are impacted by a material change in the policies and procedures relating to Personally-Identifiable Information, or by a change in position or job description, shall receive the training as described above within 30 days after the change becomes effective.

c. Complaints handled by Committee...

3. Safeguards: **Virtru** shall have in place appropriate Administrative, Technical, and Physical Safeguards to reasonably safeguard Personally-Identifiable Information from intentional or unintentional unauthorized receipt, use or disclosure.

4. Complaint process: **Virtru** shall have in place a process for individuals to make complaints about the **Company**'s HIPAA Policies and Procedures and/or **Virtru**'s compliance with those Policies and Procedures, and shall document all complaints received and the disposition of each complaint. (See Complaint Process)

5. Sanctions**:** Our Privacy Policies call for our workforce that has access to Personally-Identifiable Information to perform certain duties and to refrain from certain actions. Failure to do so will be sanctioned according to the policy below.

These sanctions apply to the designated workforce members including managers, supervisors, and staff who have access to Personally-Identifiable Information.
It is intended as guidance for our business management in sanctioning information security policy infractions. We reserve the right to implement sanctions differently if, in our judgment, the situation warrants it.

We define a serious infraction as one that results in known significant damage or that threatens imminent significant damage. Other infractions are simple infractions.

First security infraction

If the infraction is:

a. A simple infraction, and
b. The first infraction in the last 3 years

The sanction will be retraining the workforce member on the appropriate policy/procedure and placement of a written letter of reprimand in the employee file. The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Second security infraction or first serious infraction

If the infraction is:

a. A serious infraction, or

b. The second infraction of either type within 3 years

The sanction will include a written letter of reprimand that is given to the person at fault, placement of a copy of the letter in the employee file, and one week's suspension without pay. The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Third security infraction or second serious infraction

If the infraction is:

a. A second serious infraction within 3 years, or
b. A third infraction of any type within 3 years.

The sanction will be dismissal from the workforce.

Virtru makes exceptions for disclosures made by employees who qualify as whistleblowers or certain crime victims.

6. Mitigation efforts required*:* **Virtru**, to the extent practicable, shall mitigate any harmful effects of unauthorized uses or disclosures of Personally-Identifiable Information by the **Company** or any of its Business Associate Subcontractors.

7. Prohibition on intimidating or retaliatory acts: Neither **Virtru** nor any employee shall intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual for the exercise of their rights or participation in any process relating to HIPAA compliance, or against any person for filing a complaint with the Secretary of the U.S. Department of Health and Human Services, participating in an investigation, compliance review, proceeding or hearing, or engaging in reasonable opposition to any act or practice that the person in good faith believes to be unlawful under the Privacy Rules as long as the action does not involve disclosure of Personally-Identifiable Information in violation of the regulations.

Virtru shall document the following actions relating to its policies and procedures:

a. Required policies and procedures: **Virtru** shall implement policies and procedures to assure appropriate safeguarding of Personally-Identifiable Information in its operations.
b. Changes to policies and procedures: **Virtru** shall change its policies and procedures as necessary and appropriate to conform to changes in law or regulation. **Virtru** may also make changes to policies and procedures at other times as long as the policies and procedures are still in compliance with applicable law. Where necessary, **Virtru** shall make correlative changes in its Privacy Notice.

E. Documentation Requirements

Virtru must maintain the required policies and procedures in written or electronic form, and must maintain written or electronic copies of all communications, actions, activities or designations as are required to be documented hereunder, or otherwise under the Privacy Rules, for a period of six (6) years from the later of the date of creation or the last effective date.

F. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

IV. Minimum Necessary Standard

A. Overview

The Privacy Rules place certain restrictions on the receipt, use and disclosure of Personally-Identifiable Information in regards to the amount reasonably necessary to accomplish the task being performed. However, the Privacy Rules also allow Personally-Identifiable Information to be disclosed for business appropriate needs.

The policies developed by **Virtru** will follow this business appropriate philosophy as well as that of administrative simplification, which is the subsection of the HIPAA law under which the Privacy Rule was developed. **Virtru** shall use standard data formats for information acquisition or disclosure and tailor these formats to contain a business reasonable minimum necessary amount of Personally-Identifiable Information. The **Company's** policies establish the minimum necessary use provisions for Personally-Identifiable Information in the custody of **Virtru** employees.

B. Purpose

To issue instructions regarding **Virtru's** obligations relating to the Privacy Rules to obtain, use and disclose only the minimum amount of Personally-Identifiable Information (PHI) necessary to accomplish the intended purpose.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of the **Company**.

D. Policy

Virtru will make reasonable efforts to ensure that the Minimum Necessary amount of Personally-Identifiable Information is disclosed, used, or requested to accomplish the intended purpose. Exceptions to the Minimum Necessary Standard include disclosures:

1. To the individual who is the subject of the information;

2. Made pursuant to an authorization provided by the individual;
3. To healthcare providers for treatment purposes;
4. Required for compliance with the standardized HIPAA transactions;
5. Made to the Secretary of HHS or his agent pursuant to a privacy investigation;
6. Otherwise required by the Privacy Rules or other law.

Employees shall be trained on the policies and procedures developed to apply these principles to the use or disclosure of, or requests for Personally-Identifiable Information.

E. Procedures

The following procedures will be implemented to ensure that this policy is enforced effectively across all parts of **Virtru**.

1. Each user of a system which accesses Personally-Identifiable Information shall be identified and the classes or types of PII to which access is needed and any conditions appropriate to such access will be established. It will be the responsibility of the Privacy Officer to maintain this information using the *Employee Access Request Form* [**Forms for Employees**] and *System Access Log* [**Change Control Logs for Security**].

2. Reasonable efforts will be taken to limit the access of each user of Personally-Identifiable Information to the amount needed to carry out the individual's duties. These efforts will include internal use of PII.

3. For situations where Personally-Identifiable Information disclosure occurs on a routine and recurring basis, the PII disclosed will be limited to the amount of information reasonably necessary to achieve the purpose of the disclosure.

4. Requests for disclosures that are not routine and recurring and thereby covered by **Virtru** standard procedures (other than to the individual, the Secretary of HHS or his agent, or where required by law) shall be reviewed by the Privacy Officer to determine that the Minimum Necessary Standard is applied to the extent reasonable.

5. Questions regarding these procedures should be directed to the **Virtru** Privacy Officer, Will Ackerly, willackerly@virtru.com, or (202) 577-3683.

F. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

V. Business Associate Agreements

A. Overview

The Privacy Rules impose certain requirements on Business Associates who create, receive, use or disclose Personally-Identifiable Information on behalf of their Covered Entity partners. **Vitru** must comply with the requirements in this section.

B. Purpose

To provide instructions to all **Virtru** employees regarding the necessity of and the requirements for Business Associate Agreements relating to Covered Entities.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru.**

D. Policy

1. Generally: A Covered Entity may disclose Personally-Identifiable Information to **Virtru**, or allow **Virtru** to create or receive PII on the Covered Entity's behalf. **Virtru** will appropriately safeguard the PII obtained from the Covered Entity. **Virtru** will document these assurances through a written agreement.

2. Content Requirements: The agreement between the Covered Entity and **Virtru** must meet the following requirements, as applicable:

    a. Establish permitted and required uses or disclosures of Personally-Identifiable Information that are consistent with those authorized for the Covered Entity, except that the agreement may permit **Virtru** to use or disclose Personally-Identifiable Information for its own management and administration if such use or disclosure is required by law, or **Virtru** provides reasonable assurance to the Covered Entity to which the Personally-Identifiable Information is disclosed that the confidentiality of the PII will be maintained.

    b. Provide that **Virtru** will:

        1. Not use or disclose the Personally-Identifiable Information except as authorized under the agreement or required by law.
        2. Use safeguards to prevent unauthorized use or disclosure.
        3. Report unauthorized uses or disclosures to the Covered Entity.

4. Pass on the same obligations relating to protection of Personally-Identifiable Information to any subcontractors.
5. Make Personally-Identifiable Information available for access by the Covered Entity in accordance with relevant law and policy.
6. Make Personally-Identifiable Information available to the Covered Entity for amendment, and incorporate any approved amendments to Personally-Identifiable Information, in accordance with relevant law and policy.
7. Make information available for the provision of an accounting of uses and disclosures in accordance with relevant law and policy.
8. Make its internal practices, books and records relating to its receipt or creation of Personally-Identifiable Information available to the Secretary of HHS for purposes of determining **Virtru's** compliance with Privacy Rules.
9. Authorize termination of the agreement by the Covered Entity upon a material breach by **Virtru**.

3. Compliance Responsibilities: Virtru agrees to report any use or disclosure of Personally-Identifiable Information not permitted by this agreement and any successful security incident to Covered Entity within a commercially reasonable period, but in no event later than within thirty (30) business days, after it is discovered.

E. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use of Personally-Identifiable Information was or may have been involved, these individuals may additionally be reported to the appropriate law enforcement agencies.

VI. Business Associate Subcontractor Agreements

A. Overview

The Privacy Rules impose certain requirements on Business Associate Subcontractors who create, receive, use or disclose Personally-Identifiable Information on behalf of **Virtru**. All Business Associate Subcontractors of **Virtru** must comply with the requirements in this section.

B. Purpose

To provide instructions to all **Virtru** employees regarding the necessity of and the requirements for Business Associate Subcontractor Agreements relating to Business Associate Subcontractors who receive, use or disclosure Personally-Identifiable Information on behalf of **Virtru**.

C. Applicability

This policy applies to all **Virtru** employees and Business Associate Subcontractors, which are defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru** and the Business Associate Subcontractor.

D. Policy

1. Generally: **Virtru** may disclose Personally-Identifiable Information to a Business Associate Subcontractor, or allow a Business Associate Subcontractor to create or receive PII on **Virtru**'s behalf, if adequate assurances are obtained by **Virtru** that the Business Associate Subcontractor will appropriately safeguard the PII. **Virtru** must document these assurances through a written agreement. This requirement does not apply with respect to:
   a. Disclosures made to a provider concerning the individual's treatment, payment or health care operations; or
   b. Uses or disclosures made to a governmental agency for purposes of public benefit eligibility or enrollment determinations where such company is authorized by law to make these determinations.

2. Content Requirements: The agreement between **Virtru** and a Business Associate Subcontractor must meet the following requirements, as applicable:

   a. Establish permitted and required uses or disclosures of Personally-Identifiable Information that are consistent with those authorized for the entity, except that the agreement may permit the Business Associate Subcontractor to use or disclose Personally-Identifiable Information for its own management and administration if such use, or disclosure is required by law, or the Business Associate Subcontractor obtains reasonable assurance from the entity to which the Personally-Identifiable Information is disclosed that the confidentiality of the PII will be maintained.

   b. Provide that the Business Associate Subcontractor will:
      1) Not use or disclose the Personally-Identifiable Information except as authorized under the agreement or required by law.
      2) Use safeguards to prevent unauthorized use or disclosure.
      3) Report unauthorized uses or disclosures to **Virtru**.
      4) Pass on the same obligations relating to protection of Personally-Identifiable Information to any subcontractors or agents.
      5) Make Personally-Identifiable Information available for access by **Virtru**, in accordance with relevant law and policy.

6) Make Personally-Identifiable Information available to **Virtru** for amendment, and incorporate any approved amendments to PII, in accordance with relevant law and policy.
7) Make information available to **Virtru** for the provision of an accounting of uses and disclosures in accordance with relevant law and policy.
8) Make its internal practices, books and records relating to its receipt or creation of Personally-Identifiable Information available to the Secretary of HHS for purposes of determining the Business Associate Subcontractor's compliance with Privacy Rules.
9) If feasible, return or destroy all Personally-Identifiable Information upon termination of contract; if any PII is retained, continue to extend the full protections specified herein as long as the PII is maintained.
10) Authorize termination of the agreement by the entity upon a material breach by the Business Associate Subcontractor.

3. Compliance Responsibilities: If **Virtru** knows of a pattern or practice of the Business Associate Subcontractor that amounts to a material violation of the Agreement, **Virtru** and the Business Associate Subcontractor must attempt to cure the breach to end the violation, and if unsuccessful, terminate the agreement. If terminating the Agreement is not feasible, **Virtru** must report the problem to the Secretary of HHS.

E. Enforcement

An employee of **Virtru** or an employee of the Business Associate Subcontractor found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use of Personally-Identifiable Information was or may have been involved, these individuals may additionally be reported to the appropriate law enforcement agencies.

VII. Receipt, Use and Disclosure of Personally-Identifiable Information

A. Overview

The Privacy Rules impose certain requirements on Covered Entities and Business Associates who create, receive, use or disclose Personally-Identifiable Information on behalf of their Covered Entity partners.

B. Purpose

To provide instructions to all **Virtru** employees regarding the receipt, uses and disclosures of Personally-Identifiable Information, which are permitted or required by HIPAA.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of the **Company**.

D. Special Definition

Public Health Authority means a governmental company or authority, or a person or entity acting under a grant of authority from or a contract with such a public company, including the employees or agents of the public company, its contractors and those to whom it has granted authority, that is responsible for public health matters as part of its official mandate.

E. Policy

State and federal law permit and require certain receipt, uses and disclosures of Personally-Identifiable Information such as those related to Business Associate Agreements. Additional uses and/or disclosures are allowed or required that related to public responsibility that require no agreement or authorization on the part of the individual who is the subject of the PII. It is the policy of **Virtru** to obtain, use and disclose PII only as permitted and/or required by law or regulation including the following situations:

1. Treatment, Payment or Healthcare Operations: Personally-Identifiable Information may be used or disclosed for the purposes of providing treatment, payment or healthcare operations. Such disclosures will be made only as allowed by and pursuant to prevailing state and federal law.
    a. Discussions involving Personally-Identifiable Information shall be conducted only in appropriate business areas including but not limited to offices, conference rooms and other non-public areas;
    b. Conducted only for the purpose of fulfilling a legitimate business need; and
    c. Conducted with regard to and in compliance with the "Minimum Necessary Standard." *[Minimum Necessary Standard]*

2. Contained in a Business Associate Agreement: For permitted and required uses or disclosures of Personally-Identifiable Information that are consistent with those authorized by the Covered Entity in a Business Associate Agreement.

3. Required by Law: Personally-Identifiable Information may be used or disclosed to the extent such use or disclosure complies with and is limited to the requirements of such law.

4. Abuse and Neglect: Except for reports of child abuse or neglect, Personally-Identifiable Information about an individual believed to be a victim of abuse, neglect, or domestic violence may be disclosed to a governmental authority authorized to receive such reports if the individual agrees or the reporting entity believes, in the exercise of professional judgment, that the disclosure is necessary to prevent serious physical harm. If the individual lacks the capacity to agree, disclosure may be made if not intended for use against the individual and delaying disclosure would materially hinder law

enforcement activity. The individual whose Personally-Identifiable Information has been released must be promptly informed that the report was made unless doing so would place the individual at risk of serious harm.

5. Judicial Proceedings: Personally-Identifiable Information may be disclosed in response to a court order.

6. Law Enforcement: Personally-Identifiable Information may be disclosed for the following law enforcement purposes and under the specified conditions:
    a. Pursuant to court order or as otherwise required by law, i.e. laws requiring the reporting of certain types of wounds or injuries
    b. Decedent's Personally-Identifiable Information may be disclosed to alert law enforcement to the death if entity suspects that death resulted from criminal conduct
7. Serious Threats to Health or Safety: Consistent with applicable law and ethical standards, Personally-Identifiable Information may be used or disclosed if the entity believes in good faith that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to a person or the public, and disclosure is to someone reasonably able to prevent or lessen the threat, or the disclosure is to law enforcement authorities to identify or apprehend an individual who has admitted to violent criminal activity that likely caused serious harm to the victim or who appears to have escaped from lawful custody. Disclosures of admitted participation in a violent crime are limited to the individual's statement of participation and are not permitted when the information is learned in the course of treatment to affect the propensity to commit the subject crime, or through counseling, or therapy or a request to initiate the same.

8. Specialized Government Functions: National Security and Intelligence: Personally-Identifiable Information may be disclosed to authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other activities authorized by the National Security Act.(45 CFR 164.512(k)(2))

9. Protective Services: Personally-Identifiable Information may be disclosed to authorized federal officials for the provision of protective services to the President, foreign heads of state, and others designated by law, and for the conduct of criminal investigations of threats against such persons. (45 CFR 164.512(k)(3));

10. Public Benefits: Personally-Identifiable Information relevant to administration of a government program providing public benefits may be disclosed to another governmental program providing public benefits serving the same or similar populations as necessary to coordinate program functions or improve administration and management of program functions.

11. Workers' Compensation: Personally-Identifiable Information may be disclosed as authorized and to the extent necessary to comply with laws relating to workers' compensation and other similar programs.

F. Procedures

The following procedures will be implemented to ensure that this policy is enforced effectively across all parts of **Virtru**.

Any request for disclosure of Personally-Identifiable Information, 1) pursuant to a court order, warrant or subpoena; 2) by a law enforcement agent; 3) by a public health authority; or 4) by a national security, intelligence or other federal company, must be directed to the Privacy Officer and the CEO for review and action. Any such request will include an acknowledgement of receipt to insure that the document was actually received by the appropriate corporate individual and will retain a copy of the request. If the acknowledgement is not received within two working days of submitting to the appropriate corporate individual, then the request will be resubmitted to the Privacy Officer and CEO.

G. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

VIII. Complaint Process

A. Overview

The Privacy Rules require that **Virtru** provide a process for individuals to make complaints concerning the **Company**'s policies and procedures required by these regulations and document all complaints received, and the dispositions of these complaints, if any.

B. Purpose

To issue instructions regarding **Virtru** obligations relating to the Privacy Rules to provide a process for individuals to complain about the **Company**'s policies and procedures and the requirement to document complaints received and the disposition of these complaints.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Policy

Virtru shall maintain a process to receive complaints from individuals about **Company** Privacy Policies and Procedures, for complaints from individuals who believe their privacy rights have been violated and from employees or Business Associate Subcontractors who believe that **Virtru** is not abiding by its policies and procedures and/or assurances concerning Personally-Identifiable Information. This process shall include the following:

1. Any complaints or questions should be submitted to the Privacy Officer or his assistant.
2. All service and complaint issues will be stored in the Desk.com app.

Virtru shall work in good faith to resolve complaints received to the satisfaction of the submitter, where possible.

E. Procedures

The following procedures will be implemented to ensure that this policy is enforced effectively across all parts of **Virtru**.

1. Complaints shall be submitted in writing on paper or electronically.

2. Complaints shall be entered into the complaint tracking system either automatically or by the individual designated to provide information on the **Company** complaint process. and when manually entered shall be in the exact words provided by the submitter.

3. The **Virtru** Privacy Officer shall investigate complaints and make a determination as to whether or not the complaint has merit.

4. The **Virtru** Privacy Officer shall present complaints received to **Virtru**'s senior executive for immediate action.

5. If the Privacy Officer has completed the investigation of the complaint and made a determination, such determination shall be presented to the **Virtru** Executive Board

6. If the investigation has not been completed nor a provisional determination made by the Privacy Officer, it shall be the prerogative of the senior executive to make a summary determination or to direct the Privacy Officer to continue with the investigation and to report on the complaint at the next scheduled meeting.

If a determination is made that **Virtru** is in violation of the privacy provisions of the Privacy Rules or that changes are needed in the Privacy Policies or Business Associate Agreement to clarify the allowed practices of **Virtru**, the **Virtru** CEO and Privacy Officer shall determine the actions that the **Company** shall take.

Complaint determinations and actions that **Virtru** takes pursuant to such complaints, if any, shall be reported to the submitter of the complaint, if such person is known. Privacy Officer, or his designated agent, shall update the complaint tracking system with the findings of the Privacy Officer's investigation, any determination made, direction or actions of the **Virtru** CEO and Privacy Officer with regard to the complaint, and a copy of any information provided to the submitter in response to their complaint.

F. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

IX. Fax Policy

A. Overview

The Privacy Rules require that **Virtru** implement appropriate administrative, technical, and physical safeguards to protect the privacy of Personally-Identifiable Information.

B. Purpose

To provide instructions to all **Virtru** employees regarding the use of faxes with respect to Personally-Identifiable Information and the measures necessary to maintain an adequate level of security for such information. This policy defines rules necessary to achieve this level of protection. These standards are designed to minimize the potential exposure to **Virtru** from damages, which may result from unauthorized disclosure of Personally-Identifiable Information through facsimile use.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Special Definitions

Fax: An electronic facsimile of a document stored as a series of zeroes and ones (binary data) that can be transmitted like normal computer data. When received by a fax machine, the incoming stream is translated into dots creating a representation of the original document.

Inappropriate Disclosure: The intentional or unintentional revealing of Personally-Identifiable Information to people who do not have a need to know such information.

E. Corporate Policies

Employees must exercise utmost caution when sending faxes to parties outside of **Virtru**. Faxes containing Personally-Identifiable Information should only be received on and sent to user or departmental specific fax machines and not to systems that have general access.

In cases where Personally-Identifiable Information is received from outside on a non-departmental specific fax machine, the receiving department shall notify the **Virtru** Privacy Officer of the source of such information. The employee shall communicate the approved fax number to the external entity and record such actions. Should PHI be disclosed by fax to an inappropriate party, **Virtru** shall, to the extent possible, remediate such disclosures.

All fax documents sent by **Virtru** employees shall contain the following statement:

This fax is intended for the individual/individuals or entity/entities named above and may be covered by copyrights, business partner confidentiality agreements, non-disclosures or other legally binding instruments. If you are not the intended recipient, do not read, copy, use or disclose the contents of this communication to others. Immediately notify the sender by reply fax, destroy all hard copies and delete this document from all systems. Thank you!

F. Procedure

In the cases where data that contains Personally-Identifiable Information is disclosed by fax machine use to an inappropriate party, the following procedure shall be followed:

1. The receiving party shall be contacted by telephone at the earliest opportunity and requested to destroy the fax without reading.
2. The name of the company, the person contacted, the date and time shall be recorded as well as any comments made by the person receiving such calls.
3. A fax shall also be sent to the receiving party containing the same instructions as detailed for the phone call requesting a return fax message indicating that the requested action was taken.
4. The cause of the inappropriate disclosure shall be determined and reported to the **Virtru** Privacy Officer.

Methods to prevent a reoccurrence of the inappropriate disclosure shall be formulated and put into place.

Any additional actions prescribed by regulations shall be performed to the extent possible.

G. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use

or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

X. Scanner Policy

A. Overview

The Privacy Rules require that **Virtru** implement appropriate administrative, technical, and physical safeguards to protect the privacy of Personally-Identifiable Information.

B. Purpose

To provide instructions to all **Virtru** employees regarding the use of scanners with respect to Personally-Identifiable Information and the measures necessary to maintain an adequate level of security for such information. This policy defines rules necessary to achieve this level of protection. These standards are designed to minimize the potential exposure to **Virtru** from damages, which may result from unauthorized disclosure of Personally-Identifiable Information.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Special Definitions

Scanner: An electronic copy of a document stored as a series of zeroes and ones (binary data) that can be transmitted like normal computer data. When received by a computer, the incoming stream is translated into dots creating a representation of the original document.

Inappropriate Disclosure: The intentional or unintentional revealing of Personally-Identifiable Information to people who do not have a need to know such information.

E. Corporate Policies

Employees must exercise utmost caution when scanning and transmitting these documents to their devices and parties outside of **Virtru**. Scans containing Personally-Identifiable Information should only be received on and sent to user or departmental specific computer in an encrypted format, or sent using **Virtru's** encrypted email application.

F. Procedure

In the case where scanned data that contains Personally-Identifiable Information is disclosed to an inappropriate party, the following procedure shall be followed:

1. The receiving party shall be contacted by telephone at the earliest opportunity and requested to destroy the scan without reading.

2. The name of the company, the person contacted, the date and time shall be recorded as well as any comments made by the person receiving such calls.
3. The cause of the inappropriate disclosure shall be determined and reported to the **Virtru** Privacy Officer.

Methods to prevent a reoccurrence of the inappropriate disclosure shall be formulated and put into place. Any additional actions prescribed by regulations shall be performed to the extent possible.

G. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

XI. Training Policy

A. Overview

The Privacy Rules require that **Virtru** train their employees on the requirements of our Privacy Policies and Procedures developed to protect the Personally-Identifiable Information to which employees are provided access. The **Company** has determined that all employees of **Virtru** shall be trained on Privacy so that we can provide the necessary assurances for the protection of Personally-Identifiable Information to our clients, vendors and business partners as required under the Privacy Rules.

B. Purpose:

To provide instructions to all **Virtru** employees regarding the requirement for HIPAA training.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Policy

1. General: It is the policy of the **Company** that all employees of **Virtru** and its current and future subsidiaries be trained on Privacy and the **Company** policies and procedures created to protect Personally-Identifiable Information.

2. Duty Specific Training: Privacy training shall be appropriate to the tasks that each employee performs. In the case where an employee does not come into contact with Personally-Identifiable Information as a normal course of the employee's duties, the employee shall be trained on the corporate policies and procedures.

3. New Employees: New employees shall be trained on the corporate policies and procedures as part of their normal employment process and shall be trained on our Privacy Policies and Procedures, if applicable, within 30 days of being employed by **Virtru.** The Assistant ISO, Jordan Duggan, shall document this training and provide the Privacy Officer with documentation of this training within the 30-day period.

4. Transfers: When an employee transfers from one department to another, the employee shall be trained on our Privacy Policies and Procedures within 30 days of being assigned. Jordan Duggan shall document this training and provide the Privacy Officer with documentation of this training, within the 30-day period.

5. Material Change in Policies and Procedures: when a material change in the policies and procedures occurs, each employee shall receive training on such changes within 30 days of the implementation of the change. Jordan Duggan shall document this training and provide the Privacy Officer with documentation of this training, within the 30-day period.

E. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

Security Policies and Procedures

{After choosing where you will store your Security Documents, delete either the **Library** or {Notebook} option throughout this document.}

Revision History

Virtru's Security Policies and Procedures were adopted as of [Date].

Name

Virtru's Security Policies and Procedures were modified as of [Date].

Name

Virtru's Security Policies and Procedures were modified as of [Date].

Name

Virtru's Security Policies and Procedures were modified as of [Date].

Name

Virtru's Security Policies and Procedures were modified as of [Date].

Name

Virtru's Security Policies and Procedures were modified as of [Date].

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Security Policies and Procedures

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Security Policies and Procedures

I. Virtru

Virtru may be referred to as "**Company**."

A. Document control

A staff copy of this document is available with the Information Security Officer (ISO), Will Ackerly, willackerly@virtru.com (202) 577-3683, and Assistant Information Security Officer(AISO), Jordan Duggan, jordan@virtru.com (202) 577-3683.

B. Security Document Library

These policies and procedures and related security practice information will be kept in our **Security Documentation Library** (SDL). The **SDL** is located in google drive and backup to the Synology NAS.

Documentation about security practices (logs of activities, etc.) will either be kept in this SDL (or Notebook) or in a short file in the SDL that will describe where the security practice documentation resides. The intended result is that anyone with access to the SDL will be able to locate any piece of documentation associated with our security program.

Outdated and superseded materials from the SDL will be kept in an archive (the Security Documentation Archive) for at least seven (7) years after the date when they are first outdated or superseded.

II. Preface and Background Material

A. Overview

It is vital to the reputation and profitability of **Virtru** that our information and our clients' information, in all forms, be protected from unauthorized use, modification, loss, copying, etc. This document sets out the default standards, which must be met to ensure that control.

Our information may exist on paper, in voice systems, on IT systems and networks, in the minds of our people, and in other forms. The information which needs protection includes, but is not limited to:

1. Client information (both for customer companies and for people as individuals)
2. Financial information, including credit cards, salaries, banking, transactions and more
3. Medical information of all types
4. **Company** patents, business plans and other intellectual property

5. **Company** business records and planning materials, including our customer list, marketing and sales efforts, product line plans and more
6. Copyrighted materials, both which our **Company** creates and those which we obtain under license from others

B. Policy

Compliance with these standards is mandatory. Any deviation from these standards must be approved beforehand by the ISO.

III. Key Concepts

A. Information Security Principles

The protection of information can be described in several key dimensions:

1. Confidentiality
2. Integrity
3. Availability
4. Provability

In this document, the standards given are the **Company** defaults. They must be applied where appropriate, but always balanced against the cost of implementing the control, and the value of the information involved.

B. Definitions

To prevent confusion, these are the definitions used throughout this document.

Policies: Corporate documents which set out **Virtru's** position regarding business processes, behavior of personnel and similar topics. Policies are a high-level statement of **Virtru's** position. Some of **Virtru's** policies, which relate to information security are:

1. Information Security Policy
2. Privacy Policy
3. Acceptable Use Policy for IT Systems Users
4. Employment Policies

Standards: Rules that must be followed to enable an effective information security program. Compliance with the Standards is mandatory, but deviation is possible if approved by the ISO.

Standards define the minimum baseline procedures, practices and configurations for systems, applications, controls, networks and related topics. Standards are designed to provide a single reference point for use during software development and adoption,

installation of systems and tools, and during the contracts process with vendors and service providers. Standards do not, however, give detailed command-line instructions on how to meet the **Virtru's** policies. Those are given in the guidelines.

Guidelines: Built for each application and platform; to be followed when implementing that particular tool. A Guideline may vary a bit from one implementation to another, as long as the Security Standards are met and justification is given and properly documented.

Combined, these three levels of documents provide a method for **Virtru** to audit itself and ensure proper controls are in place, without excess cost or risk. They also provide a means for **Virtru** to explain to regulators, examiners, external auditors or investors how our **Company** is safe, trustworthy and efficient.

IV. Using These Standards

A. Audience – Who will use this document

This document applies to **Virtru's** employees, business units and any Business Associate Subcontractor supporting **Virtru**:

1. Technology and business process providers should comply with these Standards as a matter of contractual obligation
2. Employees and Business units within Virtru should comply, unless a Risk Assessment has been done and a deviation is approved by the ISO

B. How the document is used

This Standards document is a reference point to ensure a consistent framework of protections is in place. Implementing these standards involves:

1. Review of existing controls, procedures and tools against the Standards
2. Documenting compliance or deviations
3. Gap Analysis to determine where improvements are needed
4. A Risk Assessment to validate that the improvements are justified against the costs of the controls and the value of the information involved
5. Creation of a plan to close the gaps OR signoff of a deviation
6. Documentation of the new controls, procedures and tools

No signoff or approvals are needed if a level of protection higher than what is given in this Standard is determined to be needed for a given information asset.

C. Maintaining this document

This document must be reviewed at least once a year or anytime there are significant changes in software or security. Updates must be made to keep it in accord with **Virtru's** overall business goals and risk position. The document will be reviewed by the ISO or AISO. Any updates, improvements or suggestions should be sent to the ISO.

V. Roles and Responsibilities

A. Rules for ownership of information

The information and systems provided by **Virtru** to workforce members, contractors and representatives are owned by **Virtru**, which also determines appropriate usage and access rules. All data on **Virtru's** systems and networks is owned by **Virtru**, with the exception of software that the ISO has approved to be open sourced or otherwise transferred to another entity through code escrow or code exchange and/or trade.

In this document, the words 'information owner' refer to the person who owns the responsibility for the information. The information itself remains the property of **Virtru**.

B. Information users

Every user of **Virtru's** information must protect that information and ensure that it is used for **Virtru's** business purposes only. Any incidents or questionable issues in the security of our information must be reported to the ISO or AISO.

Information users may not assign access rights, authorize destruction or copying of information, or change the protections given to information assets. Information users must comply with all laws, regulations and **Virtru's** policies and procedures.

C. Information Security Officer

Virtru's ISO and AISO will:

1. Manage awareness programs relating to security and privacy topics
2. Maintain a central record of exceptions to this Standards document
3. Manage changes to this Standards document
4. Provide leadership relating to new security risks, controls and technologies
5. Oversee and approve the sharing and reuse of Personal Identifiable Information (PII) collected by or processed by the company

See Appendices for further information and *Information Security Committee* for a current listing of members.

VI. Information Classifications and Requirements

A. Overview

Information is classified by system to ensure that the controls applied to it are sufficient and also to ensure that the controls applied do not impair **Virtru's** business, ability to compete or **Virtru's** image.

All information must have a classification for security and must have requirements set for business continuity.

B. The Security classification process

Each information asset will go through the following classification process. Information assets include, but are not limited to:

1. IT platforms such as servers and workstations
2. IT applications including database transaction processing and email
3. Data sets
4. Paper copies of information
5. Information types typically known to workforce members, such as customer information

In general, an information asset includes both the raw information itself (paper, oral or data entry), the location where it resides, the business processes which handle it and the systems and tools that handle it.

Information assets will also be reviewed during:

1. Development, acquisition or deployment of software
2. Connections of computers or networks to outside systems or networks
3. Granting of access to any outside organizations

The security classification of an information asset is assigned according to the highest of these dimensions. As an example, if an asset is regulated by law, then it needs the highest classification, even if the asset is not critical to the Company's business.

C. The classes of information for Security and Privacy

This policy applies to all workforce members, management, contractors, vendors, business partners and any other parties who have access to Company or client data.

Data Types

The security classification of an information asset is assigned according to the highest of these dimensions. As an example, if an asset is regulated by law, then it needs the highest classification, even if the asset is not critical to **Virtru's** business. **Virtru** deals with two main kinds of data:

1. **Company-owned data** that relates to such areas as corporate financials, employment records, payroll, etc.

2. **Personally Identifiable Information (PII)** that is the property of our clients or workforce members, such as Protected Health Information, social security numbers, credit card information, contact information, etc.

D. Setting requirements for business continuity

The requirements for an information asset relating to business continuity are not set by classification, but are specific to that asset. They include:

1. Required uptime for the information asset
2. Required restoration time if the data must be restored
3. Required frequency of backups
4. Requirements for storage of backups
5. Requirements for testing of the recovery process

The default requirements for business continuity are listed in the information handling rules' section. See *Handling rules for the information classifications* in this document and *Disaster Recovery Plan* for detailed information.

This section outlines the basic rules for handling information types according to the classifications. More specific standards for platforms, processes and networks appear in each topic section of this standards document.

E. Enforcement

It is the responsibility of everyone who works at **Virtru** to protect our data. Even unintentional abuse of classified data will be considered punishable in accordance with the extent and frequency of the abuse.

VII. Handling Rules for the Information Classifications

A. Overview

This section outlines the basic rules for handling information types according to the classifications. More specific standards for platforms, processes and networks appear in each topic section of this standards document.

B. Inventory of Information Assets and Electronic Asset Management Log

An inventory is maintained of all significant information assets belonging to, or used by **Virtru**. This inventory includes:

1. Serial numbers/license numbers
2. MAC Addresses
3. Model
4. Device Type
5. Manufacturer
6. The information owner
7. Username
8. Location
9. OS Version
10. The custodian of the information and repository location (database, file cabinet, etc.)
11. Purpose in our systems
12. Asset value in dollars or other suitable measurement
13. The sensitivity of the asset, due to regulations, laws, customer expectations or other requirements
14. Requirements for the asset regarding availability, uptime, etc.
15. Contact information for one or more parties who can repair, restore, replace, or recover this asset. Examples are hardware/software vendors, IT support vendors, and/or staff members

This asset list contains information that is restricted to executives and super-admins, and therefore is stored securely on the Synology NAS, which itself is backed up to AWS Glacier.

This inventory will be reviewed and updated quarterly, or as new assets and devices are added. Logs are maintained as the *Inventory of Information Assets Log* and the

Organizational Chart/Electronic Asset Management Log. A current copy of this inventory will be kept at a separate location as described in our *Disaster Recovery Plan.*

C. Rules for access to information assets

If any given security incident involves a breach of Personally Identifiable Information (PII), the ISO will follow our security policies and *Incident and Breach Policy* for handling such a breach.

If a security incident includes the potential that personal information may have been obtained by unauthorized individuals, the ISO will work with the client to notify affected persons of this event, in compliance with relevant federal and/or state law.

See also *Breaches or Impermissible Uses/Disclosures* within these Security Policies and Procedures.

VIII. Access Control Policy

A. Overview

This policy defines how **Virtru** manages access to electronic information and systems. **Virtru** provides access to electronic data relative to the workforce member's job requirement. We limit access to categories of data and systems that each person needs to do his/her job. We require that each workforce member restrict his/her access to only those specific records and functions needed to carry out his/her job. For the purposes of this policy workforce members are anyone in **Virtru** who has access to Personally Identifiable Information (PII).

B. Access levels

The ISO will qualify the workforce member to have one of these forms of access based on the job role (in order of increasing access permissiveness):

1. Low Access to Corporate Email and Salesforce Data
2. General Access to product metrics
3. Admin Access to all front end products as well as product metrics
4. Super Admin Access to all front and backend products as well as product metrics

The access will match the person's job responsibilities The ISO will keep a record of the type of access provided to each workforce member. The record will include a date and justification and will be kept in our *Employee Access Request Log* in the **Security Documentation Library.**

The granting of access to Business Associate Subcontractors will be done in the same way as it is done for workforce members.

C. Granting access

The ISO will provide accounts with the matching technical privileges and give the workforce member the account information including a one-time-use password that the user must change to a private password upon first use of the account.

1. Only the person assigned to an account will be allowed to use that account.

2. Each time a user logs in to a system, a log will be maintained by that specific program with the following information
    a) When the user accessed the system
    b) What information the user accessed while in the program
    c) Tracking will be done by using the User ID and IP Address
    d) The ISO will maintain this log for a period of 1 year

3. The ISO and AISO will each have a special account that allows them to create new accounts. The accounts will be used:
    a) In an emergency when all other accounts have been disabled or locked out;
    b) To either reset the passwords on locked accounts; or
    c) To create new accounts that provide needed access.

4. When a change in the role of a workforce member requires a change in access privileges, the ISO will reassess the needs and provide new access privileges based on the policy in Access Levels in this section.
    a) If a workforce member leaves **Virtru**, the ISO will remove that member's access as soon as the access is no longer needed.
    b) If a workforce member takes a leave of absence and is not expected to require access, the ISO will disable the workforce member's account when he/she leaves and re-enable it upon his/her return to work.
    c) For other people who work around protected electronic information but are not qualified to access it, the ISO will decide which of the following two steps to take:
        1) Train the person to understand his/her responsibilities
        2) Supervise while he/she is exposed to the data
    d) For cases in which the provision of individual accounts is not feasible {e.g. access by any one person of a large help desk staff of a vendor}, the ISO will make:
        1) A serially reusable account and provide a one-time-use password to the vendor's representative for each time that access is needed; and

2) The password will be changed by the ISO on the account after each use of the account to a value not known to the vendor.

D. Vendors, contractors and other outsiders

Any outside organization that wishes to gain access to our or our client's Private/Internal, Confidential or Protected information must:

1. Sign a Business Associate Subcontractor Agreement; AND
2. Be willing and able to show that their privacy and security controls are at least as stringent as **Virtru's** controls.

See *Business Associate Subcontractor Agreement* for details of Agreement.

A written history of incidents reported by Business Associate Subcontractors (BAS) will be maintained. If the ISO becomes aware of a pattern of activity in which the BAS is not carrying out the contractually required safeguards, then the ISO will do one of the following:

1. Attempt to remedy this failure
2. Terminate the contract, if attempt to remedy is not feasible
3. Report the situation to the U.S. Secretary of Health and Human Services, if terminating the contract is not feasible.

If any given security incident involves a breach of Personally Identifiable Information, the ISO will follow our privacy policies and incident management plan for handling such a breach.

If a security incident reported by a BAS includes the potential that personal information may have been obtained by unauthorized individuals, the ISO will work with the BAS to notify affected persons of this event in compliance with relevant federal and/or state law.

See also *Breaches or Impermissible Uses/Disclosures* within these Security Policies and Procedures.

E. Individuals

Individual persons who work for such an organization must also be bound to the outside organization's controls. Such individuals must:

1. Have Business Associates Subcontractor Agreement with their own company; OR
2. Have a contract with their company; AND
3. Have appropriate background checks and bonding in place.

F. Policy

Virtru will not knowingly accept any confidential information belonging to third parties until that information is reviewed against our protections and the appropriate agreements put into place and signed by the information owner. The agreements should include all requirements for controls over the third-party information and the processes to be followed.

IX. Rules by Data Classification

A. Public/unclassified data

This type of information does not require special marking or storage, except to ensure that it is available when needed. It does need to be kept safe from unauthorized modification.

B. Private/internal data

Access is granted on a need-to-know basis, as authorized by the manager of the user of the information. Some types of jobs are automatically granted access to data in this class.

Paper products and backup media containing this type of information must be stored and handled in a secure manner. This includes:

1. Printing this class of information only to a known printers located in secure areas on secure networks.
2. Encrypting or physically securing backup media
3. Keeping paper copies of information locked or otherwise secured

This class of information is not released to anyone outside **Virtru** without a non-disclosure agreement, a Business Associate Subcontractor Agreement, and/or without the approval of the information owner. Private/Internal use information must not be transmitted across any unsecured outside network or path without proper controls. This means encryption for files and emails or secured packaging for paper copies.

C. Confidential or protected data

Access to this type of information is on a need-to-know basis, as approved by the ISO or information owner.

This class of information is not released to anyone outside the Company without a non-disclosure agreement and without the approval of the information owner.

Confidential or Protected information must not be transmitted across any unsecured outside network or path without proper controls. This means encryption for files and emails, or secured packaging for paper copies.

Paper products and backup media containing this type of information must be stored and handled in a secure manner. This includes:

1. Printing this class of information only to a known, secure printer
2. Encrypting and physically securing backup media
3. Keeping paper copies of information locked or otherwise secured

D. Managing data sources

The key to managing **Virtru's** business' media and documents is to first consider the source of the information, then the media type. **Virtru's** media and documents containing Protected Information (PHI, CJIS, or other) require protection from inception through disposition. Regardless of the owner relationship, the Company will be cognizant of the following Media Types:

1. **Hard Copy:** paper printouts, printer and facsimile ribbons, drums, etc.
2. **Electronic:** the bits and bytes contained on hard drives, flash drives, phones and tablets.

E. Retention of media

Retention: The length of time documentation and/or information is retained according to the level of confidentiality and to the business continuity requirements. System/ information owners should consult with the ISO to ensure compliance with the record retention regulations.

Virtru's hard copy record retention policy is as follows:
We will digitize and encrypt these records for secure storage on the Synology NAS, which will be backed up to AWS Glacier.

Virtru's electronic record retention policy is as follows:

1. Agent of Record letters and Letters of Authorization requests are held for no less than ninety (90) days
2. New Business Group documents are held for no less than ninety (90) days
3. General documents are held for no less than ninety (90) days
4. Banking statements are held for seven (7) years
5. Workforce member records are held for seven (7) years

F. Sanitization of Media

When media (hard copy and electronic) becomes obsolete, is no longer required or no longer usable, it is critical that proper sanitization is accomplished.

Sanitization Types

Disposal: the act of discarding media. This is often done via recycling paper containing "non-confidential" material.

*Reinitializing***:** Re-formatting drives so information cannot be retrieved by recovery utilities or any other forms including keystroke recovery attempts. This is achieved by overwriting the disk with zeros for no less than one (1) time.

Purging: exposing the magnetic media to a strong magnetic field in order to disrupt the recorded magnetic domains, this is also known as degaussing.

Destroying: destruction of media so it cannot be reused as its original purpose.

Virtru's electronic disposal policy is as follows:

1. Hard-drives are purged, reinitialize or destroyed
2. CD or DVD disks are destroyed
3. Flash drives are re-initialized or destroyed
4. Backup tapes are purged, reinitialized or destroyed

Any systems that are leased must be securely sanitized of all Company data prior to being returned to the leasing company. Any additional media (e.g. hard drives, USB drives etc.) will be reformatted then written with zeros for no less than one (1) time to ensure that the data contained on the media has been destroyed.

Virtru shall maintain appropriate records of sanitization. This entails validating how, where and when media is sanitized. See *Media Sanitization*.

G. Information sharing and privacy

In most cases the sharing and reuse of Personally Identifiable Information is governed by law, regulation and customer expectation. To ensure **Virtru** meets those requirements, no Personally Identifiable Information will be shared with outside companies, vendors or personnel without written approval from the ISO.

Personally Identifiable Information includes:

1. Names
2. Addresses

3. Phone Numbers
4. Email Address
5. Dates of birth
6. Social Security Numbers
7. Ages
8. Gender
9. Personal Financial Information
10. Personal Medical Information
11. Criminal History Information
12. Personal Employment Information
13. Personal Buying Histories
14. IP Addresses

Aggregated and statistical data developed from this personal information is not personally identifiable and, thus, does not need the approval of the ISO for sharing and re-use.

Virtru will comply with all applicable laws and regulations regarding the privacy of personal information, including such laws as:

1. Health Insurance and Portability and Accountability Act (HIPAA)
2. Health Information Technology for Economic and Clinical Health (HITECH)
3. Family Educational Rights and Privacy Act (FERPA)
4. Criminal Justice Information Systems (CJIS)
5. Federal Information Security Management Act (FISMA)

Virtru's workforce members, contractors, vendors and suppliers may come into possession of Personally Identifiable Information as a part of their relationship with **Virtru**. Each person must comply with all laws, regulations and policies and ensure such information is properly protected.

H. Release of company information

Virtru's information may only be released with the approval of the ISO or the information owner. This includes the posting of **Virtru's** information of any type onto bulletin board systems, public networks, social media or other open sharing tools. Any information released must contain proper copyright, trademark, disclaimer and patent notices as appropriate.

X. Risk Analysis and Management

Risks to **Virtru's** assets and environment should be addressed proactively rather than reactively. The controls applied to the risks must also be periodically reviewed to ensure the controls are working properly and efficiently.

Security Policies and Procedures

A. Risk reviews

The job of reviewing risks and setting requirements for controls is the ISO's. Risks should be reviewed or assessed when:

1. Developing or deploying new applications, systems, networks or software
2. When significant changes are made to that same list
3. When business processes change
4. When **Virtru** enters a new geographical area of business
5. When **Virtru** enters a new line of business
6. When incidents occur or new risks emerge
7. When new regulations or standards are set

B. Risk management

Risks may be accepted, avoided or mitigated.

Accepting the risk is appropriate when the cost of avoiding or mitigating the risk is greater than the expected loss. The losses considered should include the less tangible items such as **Virtru's** reputation, loss of market share and loss of public trust in **Virtru**. Acceptance of a risk requires complete documentation of the risk analysis and approval by the information owner.

Avoiding the risk is appropriate when the cost of insurance is less than the cost of incremental controls. However, basic controls must always be in place.

Mitigating the risk is appropriate in most situations. These situations are those where compensating controls are possible, cost-effective and manageable. These mitigating controls may include:

1. Increasing a protection to a level higher than what is listed in this document
2. Improving oversight or monitoring of the risk to limit impact and minimize response time
3. Limiting transactions or other events to minimize the possible impact of the risk event

The method chosen for managing the risk (acceptance, avoidance, mitigation) must match the business value and costs involved and must be approved by the information owner.

For further detail, see the *Risk Management Policy* and the *Disaster Recovery Plan*.

XI. IDs and Accounts

A. User IDs

Each user shall be assigned a unique identification, called the User ID. This User ID is not considered to be sensitive, unless the User ID relates to an authentication process, systems or application management role.

On sensitive systems or applications the User ID should not be easily identifiable, thus making unauthorized usage more difficult.

Sharing of User IDs is not permitted, unless justified by business requirements and approved by the ISO. For any such shared User ID, the password will be shared using LastPass, and the password will not be shared with the additional user. If this password is shared, it must be changed immediately after the User ID is used to keep the shared User ID from becoming generally available and a risk to **Virtru**.

Guest and anonymous User IDs are not allowed, unless the system involved is not connected to any of **Virtru's** networks and the system does not have any **Company** information on it. Typically, these guest or anonymous User IDs are only used during development or during marketing/sales demonstrations.

B. ID and account creation

User IDs are only to be created following a process approved by the information owner. This User ID creation process should include:

1. Expiration dates for the User ID
2. Renewal process for the User ID
3. Documentation of the role, business process and job function relating to the User ID

User IDs are to be created for the purpose needed and not in a manner to compromise segregation of duties.

A record of all User IDs and their owners will be maintained by the ISO. See the **Change Control Logs for Security** for further detail.

C. Account management

A periodic check will be made of all User IDs and any redundant, dormant or unused IDs will be removed. The ISO must review the privileges set up for User IDs no less than once every year.

D. Application Specific IDs

Application Specific IDs and logins are used in support of automated applications, transactions, processes or batch jobs. These have non-expiring passwords.

1. Application Specific IDs must not be used by individuals.
2. Application Specific IDs must be created only with the approval of the ISO, must be documented and have strictly limited access rights.
3. Application Specific IDs must not have ad hoc or interactive capabilities on the applications, systems, transactions or data involved.

XII. Authentication and Passwords

A. Overview

All systems, applications, databases or other information repositories shall require users to authenticate themselves prior to granting access. Authentication may be via an approved password scheme or via an access control device. All systems that support 2-factor authentication must have them enabled.

The authentication method used must suit the value of the information asset, matching the cost of the authentication method against the level of protection required. In general, administrative and other high-value User or Service IDs will use the most secure methods of authentication.

B. Password format

Must be at least twenty (20) characters in length and must contain characters from all of the following four (4) categories:

1. English uppercase characters (A through Z)
2. English lowercase characters (a through z)
3. Base 10 digits (0 through 9)
4. Non-alphabetic characters (for example, ! , @, #, $)

C. Rules

Users are forced to create a new password every 3 months. Users must not write down on paper or store any passwords; they must also never share their passwords with other users. Software is provided to securely store user passwords, with encryption.

A maximum 5 attempts will be permitted prior to disabling the account. New passwords must be different from the previous three (3) passwords. Passwords must be changed immediately upon first use of a new ID. Passwords must never be stored or transmitted in clear text. Systems must not echo back the password as it is entered.

Passwords must not be retained by any system or application longer than is needed to grant access. Initial passwords must be transmitted separately from the ID.

XIII. Authorization and Rights Management

A. General Access Roles

Access roles are defined as:

1. *Super Admin Access:* Access to all front and backend products as well as product metrics
2. *Admin Access:* Access to all front end products as well as product metrics
3. *General Access:* Access to product metrics
4. *Low Access:* Access to corporate email, sales, and marketing data only

Amazon Web Services (AWS)
Users who have access to AWS have Super Admin Access. User sessions will expire after one (1) hour of inactivity

Cloudant
Users who have access to Cloudant have Super Admin Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Github
Users who have access to Github have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

ELK Stack
Users who have access to ELK Stack have Admin Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Mixpanel
Users who have access to Mixpanel have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Kissmetrics
Users who have access to Kissmetrics have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Salesforce
Users who have access to Salesforce have General Access. User sessions automatically time out after twenty (20) minutes.

Segment.io
Users who have access to Segment.io have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

B. Access Rules

User IDs and accounts must be authorized to access only those elements needed for the user's role, including:

1. Limiting access to datasets and types
2. Limiting access to operating systems
3. Limiting times of access

Access to operating systems, ad hoc transaction capabilities, software development tools, and other system devices must be controlled and limited to only those User IDs which require that access.

Segregation of duties shall be established for all information asset controls to minimize the possibility that one person is responsible for an entire asset.

A user (and hence User ID) that changes role or job function must have access rights updated to match the new job role or function. Any changes will be documented in the *Responsibility Change Log*.

C. Temporary Privileged Users and Accounts

Temporary privileged users are defined as those who:

1. Have any control over security tools on an application, system or network
2. Can update operating systems or similar tools
3. Can directly modify data within a database or application
4. Have any special capabilities built in by the vendor of the application software, operating system or platform

Access at a temporary privileged user level shall be granted only on a need-to-know, need-to-perform basis, and then only to the assets required. Temporary privileged user access shall only be granted to those supporting **Virtru's** applications, networks and systems.

D. Assignment and Revocation Procedure

The ISO shall electronically complete:

1. An Employee *Access Log* for all new hires and/or workforce member change of status.
2. An *Exit Checklist* for all terminations.

E. Logout After Inactivity

The ISO shall verify that all users have activated a password-protected screensaver that automatically prevents unauthorized users from viewing or accessing electronic protected information from any system or device that can be used to access electronic information systems. After a maximum of 10 minutes of inactivity the system should log off and lock the device, making information inaccessible. Once logged off a user must re-enter a password to gain access to electronic protected information.

XIV. Breaches or Impermissible Uses/Disclosures

A. Definitions

Incident is defined as any breach of security, privacy, continuity, legal or regulatory controls over information assets of any type. Examples of such incidents include but are not limited to:

1. Penetrations of systems, applications, networks or databases
2. Denial of service attacks
3. Misuse or mishandling of assets
4. Virus or other malware contamination
5. Transaction errors
6. Breaches of confidentiality agreements or contracts
7. Legal or regulatory violations

Breach is defined as an impermissible access, use or disclosure, which compromises the privacy or security of PHI.

XV. Breach Response

A. Overview

Virtru will maintain an effective method so that all information users, custodians and owners can readily report incidents.

Incidents will be reported to the person's immediate manager or the ISO. Once the ISO has been notified, said Officer will then follow the directions in the *Incident and Breach Policy*.

The ISO will investigate incidents and will log or report significant losses or threats immediately. The appropriate authorities will be contacted by the ISO depending on the severity of incident.

Incidents involving misuse by workforce members will be investigated by the ISO.

Depending on the severity of the incident, the Emergency Contact list may provide additional contacts. See the *Emergency Contact List* located in the *Disaster Recovery Plan*.

Confidential Reporting:

Confidential reporting may be done either by:

1. Calling (may leave voice message) the ISO or AISO
2. Sending an email to the ISO or AISO, or;
3. Google Form for anonymous reporting

XVI. Personnel Security

A. Screening for newly hired personnel, third parties, vendors

Proper verification checks must be made prior to granting any new workforce member, contractor, vendor, agent or affiliate access to Private, Internal, Confidential or Protected information. These verification checks will meet the requirements set forth by the **Company** and may include:

1. Professional qualifications
2. Identity checks
3. Criminal checks
4. Confirmation of academic and professional experience

The ISO is responsible for ensuring that background checks are made biannually on parties who are not newly hired workforce members. A third party will conduct background checks.

B. Training and Awareness

Virtru will provide security awareness training to each new member of our workforce with access to electronic **Company**-owned or private data (Refer to Data Types information Classifications) whose activities in the business we directly control. The training will be provided prior to that person assuming his/her duties. The training is designed to inform the person of his/her responsibilities under **Virtru's** security policies. At a minimum, this training will include the workforce member's role in:

1. Managing malicious software (e.g. viruses)
2. Using workstation(s) securely
3. Managing passwords and
4. Monitoring and reporting suspicious use of account(s)

Virtru's employees will also be trained annually on **Virtru's** Policies and Procedures. A record of successful completion of this training and annual retraining will be kept online by **Total HIPAA Compliance**.

Within 30 days of starting, individuals who are employed as developers will receive training on the security measures and mechanisms used to protect the company's systems and service. All new developers will be required to take and pass online training modules covering secure coding when using Node.js. Developers who will be managing or developing operational aspects of the company's systems will also be required take the Security Operations on AWS training course from Amazon.

A record of training will be kept of training that lists the employee, type of training, date of completion, the employee's signature, and an admins signature asserting successful completion of the training.

C. Terms of employment

Compliance with **Virtru's** policies regarding security and privacy are a condition of employment.

D. Acknowledgement

All users shall be required to sign an acknowledgement after being trained on **Virtru's** security and privacy policies.

E. Exit process for users

Upon exiting employment or any relationship with **Virtru**, all users who have been granted access to any information asset shall:

1. Relinquish all access to control devices
2. Report all User IDs in use by the person
3. Relinquish all information stored, whether on paper or on backup media
4. Relinquish all information processing devices, including workstations, all **Virtru**-owned mobile devices and others

All systems access will be revoked.

The ISO will verify termination is completed, and document this procedure has been followed. See *Exit Checklist*.

F. Security Sanction Policy

Virtru's security policies call for the workforce that has access to electronic Protected Employee or Client Data and others to perform certain duties and to refrain from certain actions. Failure to do so will be sanctioned according to the policy below.

If the infraction involves the unauthorized use or disclosure of electronic Protected Employee or Client Data, the sanctions below apply to the designated workforce members including managers, supervisors, and staff who have access to Protected Employee or Client Data.

We define a serious infraction as one that results in known significant damage or that threatens imminent significant damage. Other infractions are simple infractions. The process below is intended as guidance for our business management in sanctioning Security Policies and Procedure infractions. We reserve the right to implement sanctions differently if, in our judgment, the situation warrants it.

First Security Infraction

If the infraction is:

1. A simple infraction, and
2. The first infraction in the last 3 years

The sanction will be retraining the workforce member on the appropriate policy/procedure and placement of a written letter of reprimand in the employee file.

The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Second Security Infraction or First Serious Infraction
If the infraction is:

1. A serious infraction, or
2. The second infraction of either type within 3 years

The sanction will include a written letter of reprimand that is given to the person at fault, placement of a copy of the letter in the employee file, and one week's suspension without pay. The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Third Security Infraction or Second Serious Infraction
If the infraction is:

1. A second serious infraction within 3 years, or
2. A third infraction of any type within 3 years

The sanction will be dismissal from the workforce.

XVII. Legal and Regulatory Issues

A. Legal processes

Responses to subpoenas, deposition requests and other legal issues will be referred to and handled by the CEO. The ISO will not respond to such legal processes without company legal counsel.

B. Copyrights and licenses

Virtru may have agreements in place governing the use and handling of software, information and other tools that are owned by other entities. All users and information owners will comply with those agreements.

Users are responsible for complying with copyrights regarding any material obtained via the Internet. This includes files, graphics, software, audio and video materials.

Users may not agree to a new copyright license, unless given permission by the ISO.

Licensed software must be used in accordance with the license agreement and only the number of copies licensed must be created or used.

C. Export controls

Information may not be exported across country boundaries without prior written approval of the **Company**'s ISO.

XVIII. Malware and Antivirus

A. Definitions

Anti-Malware: malicious software that may reside on a computer, steal information or cause destruction. This can include a virus, trojan horse, keylogger, hijacker or dialer.

Sandbox: A highly controlled area where programs and software can be tested before being allowed access to the rest of the system.

B. Operating system anti-malware requirements

Macintosh, Linux and iPhones:
Virtru has determined that software for anti-malware scanning on Macintosh, Linux and iPhones is not necessary due to the low probability of encountering malware, the demand on computer processing power, and loss of productivity by the user. This policy will be reviewed annually or as needed to determine if this is still valid.

PC Operating Systems:
Data entering **Virtru's** Window-based systems must be subject to an up-to-date anti-malware scanning tool that is scheduled to run at regular intervals. In addition, all emails, attachments, disks, backup media, USB memory devices and other data carrying tools must be scanned before they are downloaded or allowed access to the system. All incoming data must be sandboxed by the anti-malware program before it is allowed access to the system. The anti-malware pattern files must be regularly updated.

Android and Windows Phone Operating Systems:
All such devices must have anti-malware tools in place prior to being connected to **Virtru's** networks. These systems must be subject to an up-to-date anti-malware scanning tool that is scheduled to run at regular intervals. In addition, all emails, attachments, and SD cards must be scanned before they are downloaded or allowed access to the system.

C. Affiliates

Virtru and all of its affiliates, contractors, consultants, vendors, representatives or other service providers must make certain that adequate controls are in place to guarantee that data coming from their systems and networks is free from malware.

D. Infected devices

The ISO will use approved tools to monitor and remove malicious software from **Virtru's** assets. Virus-infected computers, tablets or phones must be removed from the network immediately until they are verified as virus-free.

E. Employees' Requirements

1. Workforce members will not load software on our **Company's** information equipment without permission from the ISO.
2. Workforce members will not open electronic files from unfamiliar sources.
3. Will exercise best practices when using the **Virtru** network. The employee will not:
    a. Circumvent user authentication on any device
    b. Sniff network traffic
    c. Access data, servers, or accounts they are not authorized to access
    d. Cause a disruption of servers
    e. Violate copyright law by transmitting copyrighted pictures, music, video and/or software
    f. Export or import software, technical information, encryption software, or technology in violation of international or regional export control laws
    g. Use the Internet or network in a manner that violates **Virtru's** Security Policies, or local laws
    h. Intentionally introducing malicious code; including, but not limited to, viruses, worms, Trojan horses, e-mail bombs, spyware, adware, and keyloggers

The workforce will be trained to know and carry out these malware protections. The ISO will generally provide permissions as required above only for actions that are intended for our **Company's** business and only under conditions that limit the potential for the introduction of malware.

F. Enforcement

Any activities with the intention to create and/or distribute malicious programs into **Virtru's** networks (e.g., viruses, worms, Trojan Horses, e-mail bombs, etc.) are prohibited, and user will be subject to **Virtru's** Sanction Policy, and will be reported to the proper state and federal authorities.

XIX. Change Control Logs

A. Preface

The ISO is required to maintain logs of systems that document any changes and access users may have to sensitive systems. The following are the retention policies for these logs.

B. Policy

Audit logs will be retained for at least one (1) year in raw format, preferably electronic, to preserve evidence. Audit logs must be configured to prevent overflow, erasure or tampering. Audit logs will be configured to record information such that:

1. Sufficient information is available for proper investigation of use, misuse, incidents and performance
2. User ID, event type, date and time are maintained
3. Time is according to a known time stamp so that events across systems can be coordinated
4. End-to-end accountability is always maintained

Events to be recorded include, but are not limited to:

1. Login and activity by any other privileged accounts
2. Changes to operating systems, application code or other tools
3. Backup and restore events
4. Changes affecting any cryptographic keys or devices
5. Stop or start of critical processes
6. Transaction failure, retry or duplication

All systems and tools involved in the protection process are required to always have change logs enabled and properly configured. This includes:

1. Firewalls
2. Email servers
3. Anti-malware tools especially the administration tools
4. Security administration tools such as password resets and account modifications
5. Monitoring tools
6. Routers and other network devices
7. Github
8. Amazon Web Servers (AWS)

9. IBM Cloudant
10. SalesForce
11. Elk Stack
12. Mixpanel
13. KissMetrics
14. Segment.io
15. Sendgrid
16. Customer.io

Logs will be reviewed and analyzed by delegates of the ISO.

Reports of problems and incidents will follow the incident reporting method, listed in the *Incident and Breach Policy*.

XX. Encryption

A. Preface

Encryption is the process of encoding messages of information is such a way that only authorized parties can read it.

B. Application Encryption Policy

Virtru encrypts all client data using NIST-approved cryptographic modules. **Virtru** uses AES 256 encryption for its application. **Virtru's** key length requirements shall be reviewed annually as part of the yearly security review and upgraded as technology allows.

The use of proprietary encryption algorithms is not allowed for any purpose, unless reviewed by qualified experts outside of the vendor in question and approved by the ISO.

C. Key Rotation Policy

Virtru requires the following key rotation policy to protect all external systems. The following is the list of policies for the following keys:

1. **Secure Socket Layer (SSL)Keys**
   Virtru uses SSL keys to enable Transport Layer Security (TLS) traffic between clients and **Virtru's** servers.

   Rotation Policy

Rotation of SSL Keys is done upon SSL Key expiration. They are set to expire at 1 (one) year and rotated at that time. If there is an incident or the security keys are thought to be compromised, the keys will be rotated immediately.

2. **Secure Shell (SSH) Keys**
   The SSH keys provide a layer of authentication to get into the production servers. SSH Keys are used as the authentication mechanism to remotely login to a server. They are also used as the first factor of authentication to assume root access on the production servers. Each developer has his/her own SSH key and is responsible for keeping this key secure.

   Rotation Policy
   All SSH keys are rotated at a minimum of every three (3) months. If there is an incident or the SSH keys are thought to be compromised, keys will be rotated immediately.

3. **Amazon Web Services (AWS) Access Keys**
   Unique AWS Access Keys are given to each developer with a unique AWS Login. This allows the developer to make Application Protocol Interface (API) calls to AWS. Currently, 1-2 AWS Access keys exist per developer. Where are these stored? How do you know how many keys each developer has?

   Rotation Policy
   These keys are rotated at a minimum of every 90 days. If there is an incident or the AWS keys are thought to be compromised, keys will be rotated immediately

4. **Application Keys**
   Virtru uses these keys to encrypt sensitive key data stored in the CouchDB database managed by IBM. There is only one copy of this key.

   Rotation Policy
   No rotation requirement.

   Backup Policy
   Backup of the key is kept with **Virtru's** Super Administrators.

The export of encryption technologies is restricted by the U.S. government. Residents of countries other than the United States should make themselves aware of the encryption technology laws of the country in which they reside.

D. Device Encryption Policy

Virtru requires devices have encryption enabled for any files, folders, drives, databases, or other stored data that may have sensitive information including protected personally identifiable information.

The implementation of any encryption scheme is performed by the user and the deployment of the encryption tool, including all keys, must meet industry best practices and be properly documented. Currently the minimum standard is 128-Bit encryption. Encryption keys will be managed by the user and a log will be maintained by the ISO.

Mac OS Devices:
Mac OS devices that store Protected Information (PHI, CJIS, etc), are required to use full disk encryption using FileVault 2. Users must provide a copy of their key to the ISO; both will maintain the key in a secure location.

For devices that do not store Protected Information (PHI, CJIS, etc), full disk encryption is at the discretion of the user. However, if this is used, a copy of the encryption key will be stored by both the user and the ISO in a secure location.

Windows OS Devices:
Windows OS devices that store Protected Information (PHI, CJIS, etc) are required to use full disk encryption with the program Bitlocker. The encryption key will be maintained in a secure location by both the user and the ISO.

For devices that do not store Protected Information (PHI, CJIS, etc), full disk encryption is at the discretion of the user. However, if this is used, a copy of the encryption key will be stored by both the user and the ISO in a secure location.

Linux OS Devices
Linux OS devices that store Protected Information (PHI, CJIS, etc) are required to use full disk encryption. This will be encrypted at a minimum of 128 bit encryption. The encryption key will be maintained in a secure location by both the user and the ISO.

For devices that do not store Protected Information (PHI, CJIS, etc), full disk encryption is at the discretion of the user. However, if this is used, a copy of the encryption key will be stored by both the user and the ISO in a secure location.

Android Devices
All Android devices that store Protected Information (PHI, CJIS, etc) will have encryption turned on and will be password protected at all times. The encryption key will be maintained in a secure location by both the user and the ISO.

Windows Phone
All Windows Phones that store Protected Information (PHI, CJIS, etc) will have encryption turned on and will be password protected at all times. The encryption key will be maintained in a secure location by both the user and the ISO.

iPhone
iPhones are natively encrypted. These devices are required to be password protected and/or biometrically protected at all times.

E. Wi-Fi network encryption

All wireless access points owned by **Virtru** are required to be protected using Wi-Fi Protected Access 2 with Advanced Encryption Standard (WPA2-AES). This password will be changed quarterly and will not be shared with users that are not employees or authorized Business Associates. Any outside users are required to use guest access points.

Employees that access **Virtru** resources from home are required to use Wi-Fi Protected Access 2 with Advanced Encryption Standard (WPA2-AES) to protect their devices. This password should be changed quarterly.

F. Email encryption

Virtru requires the use of its secure, encrypted email service to communicate with our employees about their Personally Identifiable Information, and to communicate any sensitive data. All email communication that includes personally identifiable data, and potentially sensitive data will be encrypted.

Virtru uses only its secure, encrypted email service to communicate with clients about their Personally Identifiable Information.

Virtru forbids the use of chat, texting or instant messaging programs by devices that store PHI.

G. Enforcement

Any workforce member found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.
See *Sanction Policy*.

XXI. Assessments and Testing

A. Overview

The Security Rule of HIPAA mandates that covered entities implement appropriate information security policies and procedures to protect PI from "reasonably anticipated threats and hazards."

B. Penetration testing

Penetration testing of all servers containing PII will be conducted monthly by internal personnel, and by an external 3rd party at least annually or whenever there is a major system update. Testing shall validate the security of:

1. External connections
2. Operating systems
3. Applications
4. Databases
5. Network controls
6. Security procedures, including monitoring and incident response

C. Vulnerability assessment testing

Vulnerability assessments will be conducted periodically on all network-connected systems devices. Any vulnerability found must be corrected in a timely manner. Vulnerability assessments also shall be conducted when:

1. A new system, application or network is installed inside the Company
2. Changes are made to firewalls, VPNs or other security control tools
3. Changes are made to a web server's operating system
4. Changes are made to email servers
5. Configuration changes are made to databases
6. Configuration changes are made to critical applications
7. Changes are made to encryption scheme(s)

NOTE: *Vulnerability and penetration tests will not be conducted except with the prior approval of the ISO. No user will have vulnerability or penetration testing tools loaded onto any* ***Company*** *system without prior permission from the ISO.*

D. Wireless access testing

Testing of wireless access points (war-driving) shall occur regularly, to cover all wireless access points under the control of **Virtru**.

E. Password testing

Password cracking software shall be run periodically to validate the enforcement of password rules.

F. 3rd Party Security Management

A comprehensive list of 3rd parties with which the company does business with shall be maintained. Any 3rd party who handles or holds sensitive data or who provides a service which is critical to operations shall be required to assert that their own security practices and procedures meet or exceed that of the company's. Each 3rd party shall be assessed for conformance annually.

XXII. Use of Email, Internet, Messaging, Public Sites, Blogs, Social Media

A. Policy

Confidential, Private or Protected information and Internal Use information must not be transmitted across any unsecured outside network or path without proper controls. **Virtru** requires encryption for files and emails, or secured packaging for paper copies.

Users are responsible for ensuring that their use of these tools complies with all of **Virtru's** policies, and with applicable laws and regulations. This includes all employment policies such as sexual harassment, stalking, ethics and appropriate use.

These tools may not be used to access, send or receive, store or display:

1. Sexually explicit material
2. Confidential, Private or Protected Information or Internal Use material, except as meets the *Handling Rules* section
3. Viruses
4. Threats
5. Inappropriate or unlawful language, including:
    a. Offensive language
    b. Language inappropriate for the **Company** environment
6. Discriminatory or harassing language
7. Tools usable for hacking, password cracking, vulnerability scanning or penetration testing

These tools are the property of **Virtru** and are to be used only for **Virtru's** business. Access may be unavailable at any time, at the **Company's** discretion. Users must not assume that access to these tools will be available for incidental personal use.

All content transmitted over these tools is the property of **Virtru**. Content, including emails, may be inspected by **Virtru**. Such inspections will occur with the approval of the ISO or of the **Company** legal department. **Virtru** may monitor, filter or block content on these tools.

Users of blogs, social media sites such as Facebook, and other such tools must follow the guidelines outlined in **Virtru's** Social Media Policy. See *Social Media Policy*.

Users of blogs, social media sites such as Facebook, and other such tools must not represent their comments as coming from, or being representative of, the business or opinions of **Virtru**.

XXIII. Hardware

A. Definitions

Workstations: PCs, desktop computers, tablets and mobile computing devices that are located at **Virtru's** home office, or at remote locations. These devices are easily attacked and therefore must have access controls and anti-malware as specified in those sections of this document.

Servers: Devices that may or may not be housed at **Virtru** locations. Regardless of their location, these must secured in a manner that prevents them from being physically accessed without the appropriate level of security clearance.

B. Policy

A current copy of the *Organizational Chart/Electronic Asset Management Log* (**Risk Assessment**) will be kept at an off site location so it can be accessed quickly in the case of theft, fire, flood or other events that may make inventory information useful.

The ISO will keep a log of events noting when a physical security mechanism is repaired, replaced, installed, removed, modified, or maintained. This *Maintenance Log* will contain the: who, what, when, where, and why of the change and be kept in the **Security Documentation Library**.

Users of these devices are required to ensure that all appropriate protections are in place, including:

1. Physical security to prevent theft or misuse
2. Access controls suitable for the class of information on the device
3. Anti-malware
4. Keeping the devices locked to a desk or other secure location when outside

Virtru

5. Keeping control over backup media, as to minimize the possibility of theft or loss
6. Ensuring that the transport of these devices is secure and is safe from damage - for example, these devices should only travel in padded containers and should be locked and shut down during transit
7. Keeping all operating systems and tools up-to-date, with all updates and patches. Specific requirements for these topics are in the appropriate sections of this document

Virtru's devices must not be used by people who are not authorized, including family members and friends.

Software loaded onto such devices must follow the rules in the *Software* section of this document. In general, only approved software may be loaded, and shareware, games and other such software are not permitted.

International travel with these devices may require special approvals or configurations, especially in regards to encryption and licensed software. Before traveling internationally, users must contact the ISO to determine if such special considerations exist.

Connecting these devices to **Virtru's** networks must follow the rules in the *Networks* section of this document. In general, all such devices must be approved prior to connecting.

Remote access from these devices to **Virtru's** networks and devices must meet the controls specified in the *Networks* section of this document. In general, such access must be approved, and must have adequate controls over the security of information in transit.

Devices of these types that are owned by contractors, vendors or other third parties must meet all **Virtru** requirements prior to being connected.

C. Asset management

The ISO is responsible for maintaining an inventory of devices; as such he shall employ software to aid in the management of hardware and software asset. See *Handling Rules for the information classifications*

D. Enforcement

Any workforce member found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. See *Sanction Policy*.

XXIV. Networks

A. Overview

Virtru's networks and devices shall designed, deployed and operated in a manner so as to provide proper levels of protection for the data being accessed and transported. Significant changes in network designs must be piloted before deployment.

Mechanisms must be in place to alert the ISO of possible attacks and breaches, to include:

1. Denial of service attacks
2. Improper access
3. Virus infections
4. Unauthorized software installations, email, FTP or other improper usage

Analysis must be conducted at least annually to validate the failure mode and recovery for all devices, network circuits and protocols. See *Change Logs* for details.

Responsibilities must be defined for:

1. Administration of network and communications connections
2. Operations of all devices
3. Monitoring
4. Timely review of audit logs and response to alerts or alarms
5. Review of unusual patterns of usage or activity

To minimize risks, any network connections or network segments should be disconnected when not in use.

B. Monitoring

Virtru uses AlienVault's Unified Security Management System to monitor all traffic on their network. Notifications are set to alert the IT staff of any unusual traffic and vulnerabilities, as well as log any security events that may occur.

C. Access control and physical security

Sites where **Virtru's** network equipment or communications lines exist are considered to be high-value and are subject to the access control and physical security rules

outlined in the *Physical Security* section of this document. In general, these rules will require:

1. Access limited to authorized personnel only
2. Physical security, including RFID or passcode controlled locks, are in place

D. Modifications, updates

Changes to the network architecture which affect the protections must be approved by the ISO. Examples of such changes include firewalls, wireless configurations, ports and proxies.

E. Documentation

The ISO shall maintain an accurate set of documentation of the networks and their components. This documentation is considered to be highly valuable and will be classified "Protected".

F. Network design

The goal for network design is to facilitate **Virtru's** business, while still providing protection for **Company** assets.

G. Segmentation

Virtru's networks will be segmented, in order to limit access to Confidential and Protected Information, without impacting the **Company's** business. There will be a guest network that will have no access to **Virtru's** Network Attached Storage, and other vital network resources.

H. Firewalls

Virtru's network and workstations in the DC office is protected using the Fortinet FortiGate 100D Firewall appliance. This device is configured to monitor and log all unusual traffic and warn **Virtru** of any network irregularities or attacks.

Definitions

Firewall: A part of the computer operating system or network that is designed to block unauthorized access while permitting outward communication. There are two different types of firewalls.

1. *Software Firewall:* Part of the operating system or can be a software add-on.
2. *Hardware Firewall:* Built into a router or a stand alone device. All computing devices will access a network through this point.

Firewall Settings

1. *Whitelisting:* Blocks all incoming traffic, and only allows traffic from good, or known IP addresses. The user will be required to authorize connections to their device.

2. *Blacklisting:* Authorizes all traffic as a default, and the user is responsible for denying unauthorized connections to their computing device from unrecognized or unknown IP addresses.

Software Firewall Policy

Virtru requires every device to have their internal software firewall activated at all times, and set to only allow whitelisted traffic. This will require the user to authorize any connections to their device. Any workforce member found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

I. Internet

Connections to the Internet must be:

1. Approved by the ISO
2. Periodically reviewed and tested for vulnerabilities
3. Protected by firewalls, intrusion detection systems and anti-malware tools

Some Internet tools, such as FTP, Internet Relay Chat, Telnet and Remote Procedure Call are restricted in use and must be approved for use by the ISO.

J. VPN-remote access

Virtual private networks (VPNs) will be used for traffic flowing over public networks to ensure the proper level of protection of **Virtru's** data.

K. Wireless

All wireless connections must have WPA2 with Advanced Encryption Standard (AES) turned on. This applies to all networks for **Virtru's** home office, and all telecommuting employees.

L. Telework Policy

If a staff member is allowed to telework/telecommute, they must comply with the **Virtru's** various employment policies, remote security measures and use the provided web portal via HTTPs, VPN and SSL. They must also make sure their home WI-FI is encrypted properly.

If they are accessing sites while on an unsecure router, they must make sure the sites they visit have a valid SSL certificate before proceeding.

M. Patching of systems and applications

Microsoft Windows OS Patches

Security Policies and Procedures

To manage the patching of Microsoft Windows operating systems (OS), Windows Software Update Service (WSUS) is used. The WSUS server automatically checks for patches once a day not during business hours. Then downloaded patches are manually released from the WSUS server to be downloaded and applied on the workstations. The ISO will evaluate all patches before they are applied; workstations will not automatically download OS patches from the WSUS server and updates will not be automatically installed. Installation of OS patches is done within a planned downtime.

Apple OS Patches
All Macintosh Operating System (OS) patching will be done through the App Store, and is the responsibility of the individual user to install. These should be applied within one (1) week of release from Apple.

Linux OS Patches
These patches should be applied and tested in an app staging environment before they are applied systemwide. The User is required to document where they received the patch, who downloaded it, what version of patching they are using, and when the patch was applied to the system. This documentation should be submitted to the ISO upon completion of the patching.

iPhone iOS Patching
All iPhone (OS) patching will be done through the App Store, and is the responsibility of the individual user to install. The device should be fully backed up prior to installing these patches either in the cloud or locally. All backups are required to be encrypted and password protected. These patches should be applied within one (1) week of release from Apple.

Android Phone Patching
All Android patching will be done through the Google Play Store, and is the responsibility of the individual user to install. The device should be fully backed up prior to installing these patches either in the cloud or locally. All backups are required to be encrypted and password protected. These patches should be applied within one (1) week of release from Google.

Windows Phone Patching
All Windows Phone patching will be done through the Windows Phone Store, and is the responsibility of the individual user to install. The device should be fully backed up prior to installing these patches either in the cloud or locally. All backups are required to be encrypted and password protected. These patches should be applied within one (1) week of release from Windows.

Patching of applications is done on a weekly basis, unless a zero-day exploit is found in an application that is used within the domain. If such an exploit is found and a patch is released for said exploit, an emergency planned downtime will be called for at the conclusion of the business day to patch the application in question.

N. Network hardening

Upon adding new devices to the network, installation procedures and set-up must be followed. Hardening will be done on network devices as well as systems (e.g. laptops, workstations and servers) and handled by the ISO or AISO.

Hardening will be broken down into the following categories which include, but are not limited to:

1. Preparation and installation
2. Updates to: software, firmware and hardware
3. Setting of appropriate account and auditing rules
4. Setting of appropriate security rules
5. Turning on the internal firewall
6. Turning on full disk encryption (If device will have access to PHI)
7. Other internal operations such as:
    a. Installation of appropriate software for workstation, server or laptop

The ISO will notify all affected staff when making changes to the hardening policy and will update the Security Policies and Procedures at that time. Written approval for hardening procedures above and beyond what is currently mandated is not necessary.

XXV. Physical and Environmental Protections

A. Definitions

Secure sites: These are locations that require the highest level of protection. These sites include:

1. Computing centers
2. Network connection points
3. Media storage locations
4. Locations containing platforms which carry high-value or critical information or transactions

Physical Security: These may occur within **Virtru** where the overall building is operated to a lower level of security, but a certain area is more controlled due to documents, assets or processes which occur in that area.

B. Secure Sites Policy

Secure sites shall be established for all computing centers and other locations where there is a concentration of high-value or sensitive information, systems or networks.

Sites will be designed and operated according to best practices and in consideration of threats appropriate to the site such as hurricanes, tornados, power outages and intruders.

This standard is not to be construed as a complete list of requirements for a secure site. It should be used in conjunction with expert advice, architects, fire marshals, OSHA and other regulations.

Separate, isolated areas will be created within the secure site for:

1. Media libraries
2. Electrical supplies and controls
3. Environmental and mechanical controls

Access to these sub-areas will be on a need-only basis. Critical assets and operations must be conducted in a secured area or secured site, with protections implemented in accordance with the risks and value of the assets, information and operations.

C. Data Centers

All data centers used by the company must provide proof that they meet or exceed the security requirements and standards of the company.

XXVI. Physical Security Policy

A. Entry Policy

All **Virtru's** workforce members are allowed access to the physical site at any time of the day, and any day of the week. The site is secured with an electronic door lock that accepts RFID cards and a numeric passcode. RFID cards are issued by the ISO or AISO by request and after approval.

B. Loss of RFID key

If a workforce member loses their RFID key, they will notify the ISO or AISO as soon as possible so the key may be deactivated. Any workforce member found to have violated

this policy may be subject to disciplinary action, up to and including termination of employment. See *Sanction Policy*.

C. Mobile devices

Mobile devices (laptops, netbook, tablets, iPhones, iPads, etc.) must have the appropriate encryption. Devices must have a power-on password or PIN, data encryption, auto-lock and role-based access per user. See *BYOD Policy* (**Forms for Employees**).

D. Video monitoring

Virtru's main office is monitored by a video camera. The data is stored in the Network Attached Storage which is physically secured in a locked cage in the IT closet. This data is stored for up to one (1) month.

E. Alarm system

Virtru's main office is monitored by an alarm system. It is attached to all doors and windows, and requires a 4-digit pin plus a modifier to deactivate. Once triggered, there is a 45-second delay before the local authorities, ISO and CEO are notified by the monitoring company. ADT is the company that is responsible for monitoring **Virtru's** main office.

The alarm pin code is changed quarterly, or at the time that an employee is fired or leaves the Company.

Virtru requires that this alarm be set by the last person to exit the office, and should be active anytime there is not an authorized employee on the premises.

F. Fire protection

Fire protection meet all regulations, including federal, state and local. Fire extinguishers shall be deployed in accordance with regulations of OSHA and fire inspectors. Periodic testing of alarms, fire extinguishers and fire evacuation procedures shall be conducted.

XXVII. Software

A. Overview

This section outlines the standards applying to operating systems, applications, databases and other software tools.

B. Acquisition of software

It is up to the developer to decide which software tools they will require for their workstation. All regulated software will only be download from trusted sources, such as the Apple App Store, Windows Store, or directly from reputable websites, etc.

Unregulated software is allowed, but must be fully documented and approved for use by the ISO. Documentation will include:

1. The source of the software
2. When it was downloaded
3. Who downloaded it for use and;
4. The date the ISO approved the use of the software

All software for Windows OS devices is required to be screened for malware prior to installation.

Any unauthorized software must be approved and validated, or removed.

Users of workstations, netbooks, wireless and other personal devices must not install unapproved software.

C. Open Source Software

The use of open source shareware or open source freeware may only occur if:

1. It is not used in a production environment OR
2. Prior to use it is fully tested, documented and **Virtru's** personnel are assigned to support it. Checks to be performed include:
    a. Verify usage license (no strong or weak copyleft licenses)
    b. Review open CVEs and available patches
    c. Perform internal security evaluation
    d. Flag for external security evaluation during next penetration test
3. The source of the software is documented
    a. URL
    b. Project lead
    c. Contributors
    d. Whether the project is actively maintained
4. The ISO approves of the use

D. Documentation

Documentation for sensitive applications and the operating systems which run those systems shall be stored securely. Backups of all documentation shall be maintained off

site. Access to the documentation for sensitive applications and the operating systems will be on a need-to-use basis.

E. Change Control and Maintenance

All proposed changes to production systems must be registered in the companies issue tracking system. Changes shall be categorized as standard, normal, or emergency. Standard changes are those that are performed frequently and considered low risk. Standard changes are reviewed quarterly and pre-approved for the following quarter. Normal changes are those which are not performed frequently and may pose some risk to the business. Each normal change must be reviewed by a minimum of two super-admins, the CTO and/or VP of engineering prior to being made. Reviewers are responsible for assessing the impact of the change in regards to the functionality, availability, durability, and security of the system. If a consensus among reviewers is reached, the proposed change is sized, sorted, and executed through the standard engineering workflow. Emergency changes are those that are required to rectify some form of degradation of the system. Emergency changes must be reviewed by a minimum of two super-admins. If a consensus is reached, emergency changes can bypass the standard engineering workflow and be made immediately. All changes to production systems must be captured in the company's issue tracking system without exception.

F. Operating Systems

Only approved operating systems will be loaded onto **Virtru**-owned assets. Before major upgrades to systems, authorization by the ISO and AISO will be required.

Default settings must be reviewed prior to installation to identify any security vulnerabilities. These settings will be communicated with all workforce members, or they will surrender their devices to the ISO or AISO for configuration.

G. Applications

All applications, whether developed or purchased, must comply with **Virtru's** policies and protection standards. The information owner is responsible for ensuring that these requirements are included during the development or acquisition of software.

The protection requirements for applications include:

1. Access control
2. Authorization
3. Information classification
4. Storage controls
5. Backup and restoration
6. Confidentiality and integrity requirements
7. Audit logs
8. Privacy, export control and other such requirements

All product associated applications must use HTTPS to communicate with all remote hosts, both Virtru hosted services and external third parties. HTTP and other non-encrypted communications are not allowed under any scenario.

Virtru applications shall treat user credentials with the utmost sensitivity and must follow security best practices for storing and transmitting user credentials. All credentials which are shared with a client device must be sent over HTTPS or another encrypted communication channel. All user credentials which are stored in a data store, must be stored in a benign state so that leakage of information from the data store does not compromise user accounts.
All application logs must be sent to a central logging cluster for aggregation and analysis.

H. Configuration Management

Where possible, Virtru applications and infrastructure follow an immutable paradigm. All changes to production infrastructure and application code is deployed on a brand new Amazon Machine Image (AMI). This allows all changes which are deployed to be tracked and audited. This also means that no configuration or application code will be modified on a production instance. All application servers have osquery installed and configured to monitor key files on the system for any change (File Integrity Monitoring). Any changes to configuration are logged and sent to AWS Cloudwatch Logs, where they trigger an alarm and cause an email to be sent to the Virtru DevOps team for further investigation.

Where possible, Virtru utilizes Terraform, Ansible, and other similar tools to define their infrastructure as code. This allows the production infrastructure to be versioned in a git repository and easily audited for change over time.

I. Asset management for software

The ISO is responsible for maintaining an inventory of software; as such it shall employ software to aid in the management of software assets.

J. Enforcement

Any workforce member found to have violated these policies may be subject to disciplinary action, up to and including termination of employment. See *Sanction Policy*.

XXVIII. Removable Media Device Policy

A. Purpose

The purpose of this policy is to minimize the risk of loss or exposure of Confidential or Protected Information maintained by **Virtru** when it is stored, transferred or accessed on a removable media device. This policy also aims to reduce the risk of acquiring malware infections on computers operated by Company. Any questions or comments about this policy should be directed to the ISO

B. Scope

This policy covers all removable media that contains **Virtru's** data or that is connected to **Virtru's** network.

C. Definitions

Removable media: devices or media that is readable and/or writable by the end user and are able to be moved from computer to computer without modification to the computer. This includes flash memory devices such as thumb drives, SD cards, cameras, MP3 players or any other storage medium; removable hard drives (including hard drive-based MP3 players); optical disks such as CD and DVD disks.

Encryption: a procedure used to convert data from its original form to a format that is unreadable and/or unusable to anyone without the tools/information needed to reverse the encryption process.

Malware: software of malicious intent/impact such as viruses, worms, and spyware.

D. Policy

Workforce members may use removable media in their work computers if they take all reasonable and prudent measures to ensure the safety and confidentiality of all information that is downloaded to any removable media or portable device

E. Using Removable Media Devices

PHI should be stored on removable media only when required in the performance of assigned duties or when responding to legitimate requests for information. When

Protected and Confidential information is stored on removable media, it must be encrypted in accordance with **Virtru's** Encryption Standards.

The workforce member shall take all reasonable and prudent measures to physically secure all removable media or to portable devices. Users shall not open or attempt to open the encasement of any removable media or portable devices nor otherwise circumvent any lock system that secures the device or its components. Users should take reasonable measures to secure device at all time and report any lost or stolen removable media or portable devices immediately.

Workforce members may not copy information or other sensitive data onto personal devices, unless approved by management in conjunction with the *Confidentiality Agreement for Employees*.

F. Exceptions

Exceptions to this policy may be requested on a case-by-case basis by petition to the ISO.

G. Refusal

Virtru reserves the right to refuse the ability to connect removable media devices to the Company network if such media is being used in such a way that puts **Virtru's** systems, data, users and customers at risk.

H. Enforcement

Anyone found to have violated this policy may be subject to disciplinary action, up to and including suspension of access to technology resources or termination of employment. A violation of this policy by a temporary worker, contractor or vendor may result in action up to and including termination of their contract or assignment with **Virtru**.

XXIX. Application Recovery Plan

A. Overview

Virtru backs up of all production data hourly and stores it remotely on two separate Amazon Web Server (AWS) Accounts. These backups are a combination of both differential and full backups. These backups are durable a the same rate as S3 data, each snapshot is 99.99999% durable.

B. Scope

These policies apply to all production servers and data that **Virtru** is responsible for maintaining on behalf of our clients.

C. Data durability and reliability

Virtru uses Amazon S3 to provide a highly durable storage infrastructure designed for mission-critical and primary data storage. Amazon S3 redundantly stores data in multiple facilities and on multiple devices within each facility. To increase durability, Amazon S3 synchronously stores **Virtru's** data across multiple facilities before confirming that the data has been successfully stored. In addition, Amazon S3 calculates checksums on all network traffic to detect corruption of data packets when storing or retrieving data. Amazon S3 performs regular, systematic data integrity checks and is automatically self-healing.

D. Encryption

Virtru uses Server-side encryption to protect data at rest. Server-side encryption with Amazon S3-managed encryption keys (SSE-S3) employs strong multi-factor encryption by encrypting each object with a unique key. As an additional safeguard, it encrypts the key itself with a master key that it regularly rotates. Amazon S3 server-side encryption uses 256-bit Advanced Encryption Standard (AES-256) to encrypt **Virtru's** data.

E. Load balancing

Virtru uses Amazon Web Services' Elastic Load Balancing (ELB) to automatically distribute incoming application traffic, to automatically route traffic across multiple instances. and multiple Availability Zones. This is used to insure that only healthy servers are receiving traffic.

F. Restoration of data

Restoration of production data is done on an as-needed basis. The following employees are responsible for restoration of the application if it is needed:

1. Reuven Gonzales, Lead Developer, or
2. Conor Gilsenan, Developer Ops.

The needed backup data will not be restored "on top of" the current "bad" data. The restores will be redirected to a new location, and first verified. Upon verification, the "bad" data will be removed from the drive, and stored and relabeled as "old data." Then the backup data will replace the "old data" on the drive. Once the restored data has been verified once more, the "old data" will be destroyed.

G. Testing and revision of plan

Once every quarter, after doing a full backup, **Virtru** will recover the saved data. During hours when the business is closed, we will operate the application using this recovered data in a test mode. The tests will consist of a set of tasks that are designed to exercise the main system functions to confirm that the data is usable and as up-to-date as we expected given the backups that were used to do the recovery. This testing process

should take an hour. The restore process should take an hour or two, once the files are retrieved.

If the process does not work as documented in our policy, it will be updated to reflect the actual procedure we need to implement to achieve successful recovery and operation.

Whenever we make changes to software or hardware, we will create/update and test using our *Inventory of Devices/Software Assets* and store this checklist in the **Security Documentation Library**.

XXX. Network Attached Storage and Workstation Backup Plan

A. Overview

Virtru recognizes that the backup and maintenance of data in the Network Attached Storage (NAS) and individual workstations are critical to operations. It is essential that certain basic standard practices be followed to ensure that data files are backed up on a regular basis.

B. Policy

Virtru will be using a Synology DS1515+ Network Attached Storage for backing up all workstations, firewall logs, and video surveillance footage. This data will also be backed up to a Amazon Web Services Glacier account.

C. Backup software

Virtru uses Cloud Station software to perform all backups. This will be installed on all workstations and must not be disabled by the user for more than one (1) business day. The software will maintain one month of file versions for restoring purposes

D. Remote backups

Virtru will provide a Virtual Private Network (VPN) for employees to login to for backing up their devices. Credentials for the VPM will be provided to remote employees, and they will be expected to configure their devices properly. If they are unsure, or have issue in setup, the IT department will be available for configuration assistance.

E. Local backups

Virtru encourages all users to do daily local backups of their data. These backups are to be encrypted using the encryption standards listed below. Any local backups must be surrendered at the time an employee no longer is employed by **Virtru**.

F. Encryption of backups

The backups of data will be encrypted on the NAS using AES 256 bit encryption. Any local backups that employees make must be encrypted at a minimum of 256 bit encryption.

G. Restoring data

In the event that a workstation fails, is stolen, or is damaged whether physically or by malware. It is the policy of **Virtru** that this device will be replaced within 24 hours. The IT department will be responsible for reprovisioning this device, and testing that the workstation is functioning properly before giving the device to the employee.

H. Enforcement

Anyone found to have violated this policy may be subject to disciplinary action, up to and including suspension of access to technology resources or termination of employment. A violation of this policy by a temporary worker, contractor or vendor may result in action up to and including termination of their contract or assignment with **Virtru**.

XXXI. Information Integrity Management Policy

A. Overview

The other policies in this document contribute to the integrity of the data in our systems. Notably, the Data Backup Plan, the Access Control Policy, and the Malware Management Policy contribute to data integrity. In addition to these, we add the following policy elements.

B. Policy

Virtru will configure our applications software to use the available edits on data that is entered into our systems. These edits will check for internal data consistency, reasonableness of data, and logical relations among data items.

XXXII. Security Incident Management Policy

A. Overview

Virtru recognizes that, despite having reasonable security safeguards, we may have security incidents.

B. Procedures

To manage these incidents, **Virtru** will do the following:

1. We will train each workforce member to recognize the common telltale signs of a security incident. When a member of the workforce detects one of these signs, he/she will be responsible for notifying the ISO.
2. The ISO will maintain a set of tests to detect events in the system logs that may indicate security incidents. These tests will be written into a script and run against the system log on a daily basis or whenever needed. The tests currently are:
    a) Account creation/deletion
    b) High volume of unsuccessful logon attempts
    c) Alerts from our malware monitoring systems
    d) High volume of file or database access/creation/deletion activity for the time of day, or for day of the week
    e) Account activity at unusual times of the day or night
    f) Absence of expected log records of activity when expected
    g) Unusual level of record access for a given account
    h) Daily logs will be tested by the firewall in real time,
    i) User data will be reviewed weekly
    j) Logs for the past month will be retained. When anomalies are discovered, the script will provide a report that is immediately brought to the attention of the ISO or designee as a potential security incident.
    k) Account lock out due to excessive password retry failure.

The ISO will determine, in consultation with others if needed, whether an event is a security incident.

If an event is a security incident, the ISO (or designee) will proceed to contain and repair damage from the incident by working with staff, vendors, and Business Associates as needed. The security incident will be tracked in JIRA and treated as an application defect. A log of relevant actions taken to contain and repair the damage will be stored in JIRA. The permanent home of this log will be in the **Security Documentation Library**. The ISO will determine if the event involves a workforce member action that is covered under the sanction policy and will follow that policy. The ISO will determine if the event represents a security incident for which a Business Associate is responsible. If so, the ISO will follow our *Incident and Breach Policy* in this area.

C. Policy

If an event is a security incident, the ISO (or designee) will proceed to contain and repair damage from the incident by working with staff, vendors, and Business Associate relations in order to further deter future incidents of the same type.

XXXIII. Security Plan Review Policy

A. Overview

We recognize that our underlying security risk will change and our ability to manage this risk will improve over time. To ensure that we adjust our policies and procedures to take these two factors into account, we will review our Security Policies and Procedures annually. The ISO will lead this review and involve others as needed. Documentation of the review will be contained in a document called *Annual Security Review* and restored in the **Security Documentation Library** {or **Notebook**}.

B. Procedures

At a minimum, the review process will consist of:

1. Evaluating changes in the last year that may affect our Security Policy. These will include changes in:
    a) Number, sizes or locations of our business sites
    b) Our workforce size and composition
    c) Hardware/software
    d) State or federal laws that apply to us
    e) Type of medical insurance that we provide
2. Reading each Policy to determine whether or not the changes may affect it and/or the practices driven by the Policy. We will make a list of changes that need to be made, then write a paragraph describing how.
3. Creating a list of changes in Policies and/or Procedures that our **Company** will carry out.
4. Developing and implementing any changes in our Policies and Procedures on a timely basis.

Security Policies and Procedures

Appendices

Security Policies and Procedures

A. Change Logs

The Change Logs are logs and reports that are reviewed, at a minimum, twice a year. It provides information on programs available and which employees have access to which programs. The actual logs are found in the **Change Control Logs for Security** section of the documents.

1. Annual Security Review
2. Application/Database Change
3. Employee Access
4. Incident - Disaster
5. Maintenance
6. Media Sanitization
7. Operating System Changes Audit
8. Organizational Chart/Electronic Asset Management
9. Network Change
10. Physical Entry Access
11. Responsibility Change

B. Information Security Committee

Information Security Officer:
Will Ackerly
willackerly@virtru.com
(202) 577-3683

Information Security Committee:
Jordan Duggan
Jordan@virtru.com
(919) 696-7936

Reuven Gonzales, Director of Operations
Cell: (949) 878-6154
reuven@virtru.com

Conor Gilsenan, Operations Developer
Cell: 973-986-6650
conor@virtru.com

Disaster Recovery Plan for Virtru

We define a disaster as any event that affects our information systems and, as a result, substantially interferes with the operations of our business. Examples are fire, flood, hardware failure of critical elements (servers), software failures, theft, chemical/radiation hazard, and sabotage. Our definition of recovering from a disaster is taking all the actions needed to restore the systems to their normal operational state. Our plan to recover from disasters is described below.

1. What we will do to prepare to perform a disaster recovery:

    A. We will train the workforce to recognize and report a disaster.

    B. We will organize the workforce responsibilities so that during a recovery we are not dependent on only one person for any critical step.

    C. We will report disasters to the ISO and AISO. The ISO will make the formal determination as to whether or not to classify the event as a disaster.

    D. We will store paper backup copies of key disaster related documents with the offsite backups. These documents will include a List of Support Contacts – vendor, reseller, and/or support group contact information for all of our software and hardware.

    E. We will keep an *Inventory of Device/Software Assets* for [Name of Business]–– a detailed checklist for each asset, such as the server, PCs, the router, network switch, databases, and software programs containing tasks that must be completed to recover that asset. The list will include key data about the device including a party responsible for the recovery whose role is to diagnose and, if needed, repair, replace, and/or rebuild a device.

    F. We will have current copies of system data and software available at the off site location, as our data backup plan specifies.

2. Once the ISO (or designee) has certified a disaster, we will:

    A. Use the ISO or designee to facilitate the recovery. The facilitator will direct the recovery process, coordination and communication of the actions of the various parties that are involved in the recovery.
    B. Determine which devices/software (e.g. servers, PCs, power units, AC units) are not functioning normally, conferring with the appropriate staff, vendors, and other support personnel to make this determination. When in doubt about the status of the device, we will either use a test that is described in the IT Assets Recovery Checklist for the device/system or depend on the recovery responsible party to make this determination.
    C. Review the *Inventory of Device/Software Assets* for the devices to be recovered. Each checklist will have as an initial task, "Contact the appropriate parties responsible for restoring the devices/software to be recovered." Guidance and other recovery activities from these parties are key contributors to the recovery process.
    D. After all of the non-functioning assets have been restored, follow the instructions in the part of the Emergency Operations Plan that deals with what to do when the system is available again.

Organization

Emergency Planning & Crisis Management Team (**EPCMT**):

- Will Ackerly, CTO & ISO
- Jordan Duggan, VP of Product & Development & AISO
- Reuven Gonzales, Director of Operations
- Conor Gilsenan, Operations Developer
- Zack Nelson, Director of Development

Primary Disaster coordination handled through:

Crisis Manager 1:
Reuven Gonzales, Director of Operations
Cell: (949) 878-6154
reuven@virtru.com

Crisis Manager 2:
Conor Gilsenan, Operations Developer
Cell: 973-986-6650
conor@virtru.com

Other Members' Contact Information

- Zack Nelson 443-834-3791
- Payam Abedi 703-656-6227
- Tyler Biscoe 301-642-8844
- Jon Gilpen 303-358-6689
- Jason Ghent 803-658-6645

Off-Site Meeting Location

Used if team needs to meet to formulate an action plan.

If primary location is not accessible, we may need to operate from an off-site locations such as:

Employees' Home Offices
Jack Rose Restaurant

Extended off-site locations will be determined after assessing the severity of the disaster.

Disaster Recovery Timeframes

Maximum Tolerable Downtime (MTD)

The total amount of time our company is willing to accept for an outage or disruption, including all impact considerations. This guides our Crisis Management Team in determining the selection of an appropriate recovery method, and the depth of detail which will be required when developing recovery procedures, including their scope and content.

Recovery Point Objective (RPO)

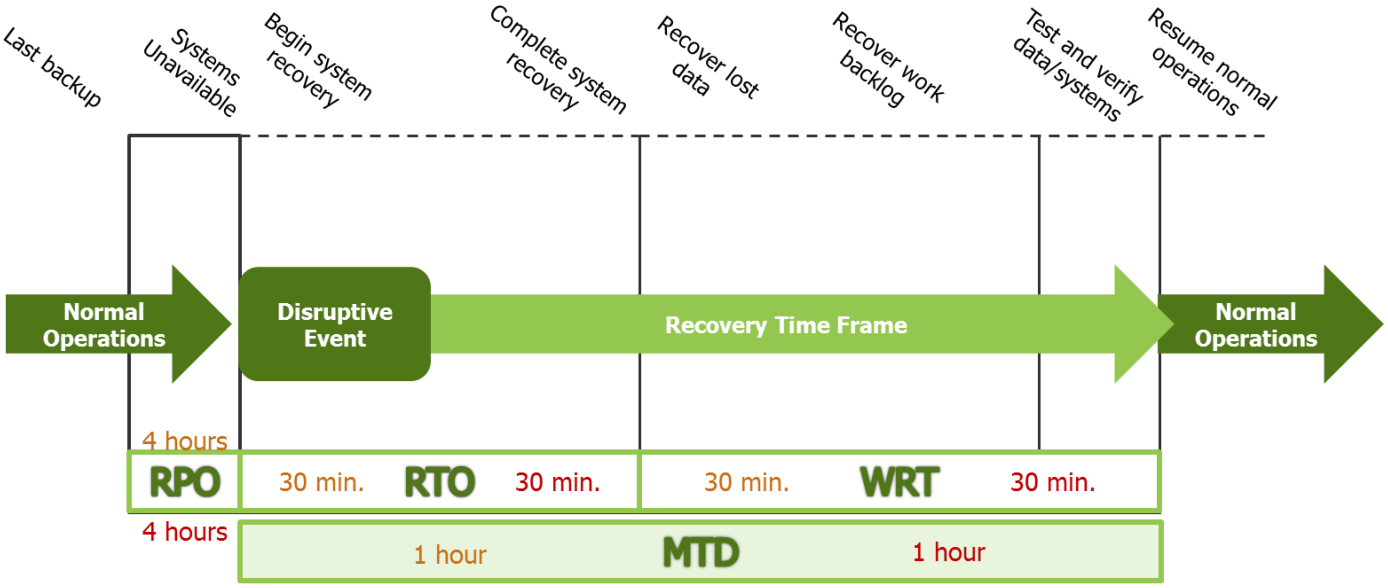
This is the point in time, prior to a disaster or disruptive event, which our company has accepted for data loss. RPO determines the frequency of our data backups. When determining RPO, we need to consider how much newly entered data we can afford to lose. *Therefore, if RPO is set to 4 hours, then we must have offsite backups maintained every 4 hours.*

Recovery Time Objective (RTO)

RTO determines the target time for recommencement of business activity. The Crisis Management Team will determine what business functions (i.e. telecommunications, web servers, etc.) should be restored based on priority.

Working Recovery Time (WRT)

This is the time our company will spend recovering lost data and work backlog, and testing and verifying data and systems. WRT usually is the difference between MTD and RTO.



Physical Security Example Times
Minor Disaster and Major Disaster

(See next page)

Disaster Timeframe Expectations

Internal Network
The server and network must be functioning in order for any of our other information systems to function. We could afford to be without the server/network for ten (10) minutes without materially affecting our business. If the server/network is down for longer than ten (10) minutes, staff will switch over the mobile tethering, or will go to an approved location to continue their work.

Production Servers
Production servers must be functioning at all times in order for our applications to work. We cannot afford to be without the production servers without materially affecting our business. Traffic will be automatically routed to another server via Amazon Web Services' Elastic Load Balancing.

Workstations
If a workstation crashes, we can easily use another one with only modest inconvenience. Ideally, we would like to replace/restore a workstation within 72 hours.

Printer and Fax
We have two multifunction printers. We can lose all printers for up to a week with little effect on data flow.

Email and Web Browser
Currently, we can function for no more than 10 minutes without email or web browsing. We will tether devices via smartphones after that time.

Wireless Network
We have a wireless network and the office depends on it for routine transactions. A backup router is available; it is preconfigured and encrypted using WPA2-AES.

IT Resources
We depend on the availability of certain employees and our IT service provider to diagnose and fix problems quickly. A chain of contacts is available in this document.

Power and HVAC Equipment
We depend on external power and environmental equipment (especially our AC unit) to maintain the power and environmental support for our system. Failure of either of these systems could inhibit the use of our IT systems, and could also stop us from doing business. These failures are not IT-specific risks. We are comfortable enough with the track record of these services not to need more than a short term UPS to allow us to smoothly shut the network down in the event of a sustained power outage. We have to yearly revisit the question of whether or not we need

more power/environmental backup to ensure that the satellite site will able to operate even if power/cooling at the main site is out.

Disaster Timeframes Table

{This is a sample. Please fill in according to Virtru's standards. Functions can include departments, as listed below, or they can include more specific tasks, such as invoicing.}

	Minor Disaster				Major Disaster			
Function	**MTD**	**RTO**	**WRT**	**RPO**	**MTD**	**RTO**	**WRT**	**RPO**
Physical Security (office/suite)	1 hour	30 minutes	30 minutes	4 hours	1 hour	30 minutes	30 minutes	4 hours
IT (server, hardware, equipment)								
Sales and Marketing								
Administration								
HR								

EVACUATION PLAN - during business hours:

For a disaster where you will need to **leave the building:**

If a disaster happens during normal business hours all Company employees will meet at **Jack Rose Restaurant, 2007 18th St NW, Washington, DC 20009.**

This will prevent Company employees from being in the way of emergency crews. A head count by managers will determine if all staff members have fully exited the building.

Headcount numbers will be brought to the ISO or CEO.

If the disaster happens after the meeting location has closed, employees will wait outside of the same address.

For a disaster where you will need to **stay in the building:**

If a disaster happens during normal business hours, all Company employees will meet in the **Basement**. A head count will determine if all staff members have fully exited the suite. See above for head count procedures.

{Please fill in the appropriate personnel for the following responsibilities}

Office/Evacuation Managers	Assembly Managers
Will Ackerly	John Ackerly
John Ackerly as Backup	Will Ackerly as Backup
System Shutdown Manager	**Back-up System Shutdown Manager**
Jordan Duggan	Jordan Duggan
Will Ackerly as Backup	Will Ackerly as Backup

Critical Operation Priority List

If or when a disaster happens, certain contacts will need to be made.

Operation	Employee in Charge	Action Plan
Current enrollment processes (any pending business)	Will Ackerly	Notify carriers of current situation—give cell number if needed.
Communications	Will Ackerly	eBlast to client list
IT—phones, faxes, e-mail	John Ackerly	Set up remote office
Payroll-Banking issues-Commissions	John Ackerly	Notify payroll/banking institutions of disaster and action plan

Potential Purchase List

If or when a disaster happens, certain items may need to be replaced:

1. 3 UPS (Uninterruptible Power Supply)(s)(Batteries)
2. Network Attached Storage (NAS)
3. Network Switch(s)
4. Network cable(s)
5. Power cable(s)
6. Power strip(s)
7. Monitor(s) / Monitor Cable(s)
8. Keyboard(s) / Mouse(s)
9. Firewall
10. Workstation(s) / Laptop(s)
11. Phone(s) & Headsets
12. Security Camera
13. Electronic Door Lock
14. Video Conference Microphones
15. Minifridge
16. Projector
17. Software
    a. OSX
    b. Windows
    c. Acrobat
    d. Office Suite
18. Paper
    a. Printer paper
    b. Sticky notes
    c. New Checks
19. Multifunction Color Printer
20. Office Furniture/Equipment
21. Carrier (Marketing) Supplies
22. Office Supplies

Fire Plan

EVACUATION PLAN - FIRE!

If the fire alarm goes off during business hours, **evacuate the building immediately**. If you discover a fire or smell heavy smoke inside building:
DO NOT ATTEMPT TO FIGHT THE FIRE!!

1. Pull fire alarm, evacuate the building and call 911 on the way out of the building

2. Perform head count at the designated assembly point

    - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.

3. Action Plan - developed by ***EPCMT***

    - Re-open based on damage
    - If the office must remain closed:
        - Notify employees and/or employees emergency contacts.
        - If there is any impact to customer operations, email all clients with a status update and recovery plan.

NOTE: First Aid kit located in the drawer of the white cabinet located to the right of the spiral staircase.

Earthquake Plan

EVACUATION PLAN - Earthquake!

During an Earthquake

- **DO NOT USE THE ELEVATOR DURING AN EMERGENCY EVACUATION**.
- If you're indoors, stay there. Get under -- and hold onto --a desk or table, or stand against an interior wall. Stay clear of exterior walls, glass, heavy furniture, fireplaces and appliances. The kitchen is a particularly dangerous spot. If you're in an office building, stay away from windows and outside walls and do not use the elevator.
- If you're outside, get into the open. Stay clear of buildings, power lines or anything else that could fall on you.

After an Earthquake

- Perform head count at the designated assembly point
    - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.
- Shut down systems, if time permits, see **Emergency Shutdown Procedures**
    - Check for fire or fire hazards. If you smell gas, shut off the main gas valve. If there's evidence of damage to electrical wiring, shut off the power at the control box.
    - If the phone is working, only use it in case of emergency. Likewise, avoid driving if possible to keep the streets clear for emergency vehicles.

- Be aware that items may fall out of cupboards or closets when the door is opened, and also that chimneys can be weakened and fall with a touch. Check for cracks and damage to the roof and foundation of your home.
- Listen to the radio for important information and instructions. Remember that aftershocks, sometimes large enough to cause damage in their own right, generally follow large quakes.
- If you leave home, leave a message telling friends and family your location.

- Action Plan - developed by ***EPCMT***
  - Re-open based on damage
  - If the office must remain closed:
    - Notify employees and/or employees emergency contacts.
    - If there is any impact to customer operations, email all clients with a status update and recovery plan.

NOTE: First Aid kit located in the drawer of the white cabinet located to the right of the spiral staircase.

Tornado Plan

EVACUATION PLAN - Tornado!

If the city or county signal a tornado warning, move away from the perimeter of the building and any exterior glass.

DO NOT USE ANY ELEVATORS DURING AN EMERGENCY EVACUATION.

1. Move to the basement of the office suite.
2. Shutdown systems, if time permits, see **Emergency Shutdown Procedures**
3. Perform head count at the designated assembly point
    - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.
4. Action Plan - developed by ***EPCMT***
    - Re-open based on damage
    - If the office must remain closed:
        - Notify employees and/or employees emergency contacts.
        - If there is any impact to customer operations, email all clients with a status update and recovery plan.

NOTE: First Aid kit located in the drawer of the white cabinet located to the right of the spiral staircase.

Flood Plan

EVACUATION PLAN - Flood!

1. Evaluate the situation
    - Shutdown systems routine, see **Emergency Shutdown Procedures**
    - Perform head count
        - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.
2. Action Plan - developed by ***EPCMT***
    - Remain open - *based on damage or location*
        - Relocate staff within suite
        - Evaluate IT requirements
    - Close - send staff home
        - Re-open based on damage
        - If the office must remain closed:
            - Notify employees and/or employees emergency contacts.
            - If there is any impact to customer operations, email all clients with a status update and recovery plan.

After Hours Plan

EVACUATION PLAN - after business hours

If the building is in a disastrous state after working hours, the **EPCMT** will notify employees. *See **Virtru** Phone Tree*.

If **re-opening** on a workday at the primary location:

1. Verify location is safe for operations - including systems
2. Communications
    a. Emergency Contact List
    b. Client Blast

If **NOT re-opening** on the following workday at the primary location:

1. The **EPCMT** must decide estimated length of time we will not be able to function
    a. If less than or equal to one day, office is closed.
        i. **[Name of Business]** will open the following work day
        ii. Verify location is safe for operations
        iii. Communications
            1. Emergency Contact List
            2. Client Blast

2. If office needs to move to secondary location or close for a **short** period of time.
    a. The **EPCMT** meets to develop a plan of action
    b. Determine the validity of systems
        i. If valid, move critical systems to secondary location
        ii. If not valid, retrieve necessary items and contact suppliers for new systems
            1. Restore systems from backups
            2. Restore connectivity
                a. Skeleton crew of selected staff members (possibly several from each department)

c. Communications

i. Emergency Contact List

ii. Client Blast

3. If office needs to move to secondary location or close for a **longer** period of time:

a. The **EPCMT** meets to develop a plan of action

b. Determine the validity of Systems

i. If valid, move critical systems to secondary location

ii. If not valid, retrieve necessary items and contact suppliers for new systems

1. Restore systems from backups
2. Restore connectivity

ii. Determine staff needs - full or partial capacity

iii. Communications

1. Emergency Contact List
2. Client Blast

Emergency Contact List

Emergency services—call 911	
Police	000-000-0000
Fire	000-000-0000
Poison Center	800-222-1222
Building	
Building Owner	000-000-0000
Alarm Company	000-000-0000
Cleaning Company	000-000-0000

Technical Issues	
Technologies Company	000-000-0000
Website-Programmer	000-000-0000
Miscellaneous Internal Operations/Vendors	
Staffing Companies	000-000-0000
UPS	000-000-0000
Bank	000-000-0000
401K Company	000-000-0000
Payroll Company	000-000-0000

Emergency Shutdown Procedures

If an electrocution occurs while working in server room, staff will pull all of the UPS cords from the outlet by the interior door. If that outlet is inaccessible due to fire or victim's position, staff will shut off the power at the breaker, located in the basement on the wall to the left of the TV.

If there is a fire within the building or suite, staff should concentrate on notifying authorities.

If there is severe flooding that threatens to affect the server room, staff will shutdown and unplug all equipment and move it to the second story platform of the suite.

BRIGHTLINE

CERTIFICATE OF REGISTRATION

Information Security Management System - ISO/IEC 27001:2013

The Certification Body of BrightLine hereby certifies that the following organization operates an Information Security Management System that conforms to the requirements of ISO/IEC 27001:2013

ServiceNow, Inc.

for the following scope of registration

The scope of the ISO/IEC 27001:2013 certification is limited to the information security management system (ISMS), which supports ServiceNow as a provider of cloud-based solutions that define, structure, manage and automate services across the global enterprise, as well as all supporting resources including global data center operations and infrastructure, applications, end-user services, and product development, and in accordance with the Statement of Applicability, approved July 28, 2015. Assets within scope of the ISMS include: internal information assets, customer data, software, hardware, people, and physical assets to host, support and operate the cloud-based solutions. The data centers in the following locations house the infrastructure used to deliver the cloud-based solutions: Virginia, California, Florida, Washington, Montreal, Toronto, London, Amsterdam, Geneva, Zurich, Sydney, Brisbane, Singapore, Hong Kong, São Paulo and Campinas. Additionally, ServiceNow uses Amazon Web Services (AWS) to host some ServiceWatch customers. Excluded from the scope are all operations of third party data centers and AWS.

the scope of this certification includes the following locations:

Santa Clara (HQ): 3260 Jay Street, Santa Clara, California, 95054, United States
San Diego: 4810 Eastgate Mall, San Diego, California, 92121, United States
Kirkland: 4400 Carillon Point, Kirkland, Washington, 98033, United States
Orlando: 3501 Quadrangle Blvd, Suite 150, Orlando, FL 32817, United States
Amsterdam (EMEA HQ): Hoekenrode 3, 1102 BR Amsterdam, The Netherlands
London: 3rd Floor, Future House, The Glanty, Egham, Surrey, TW20 9AH, United Kingdom
Sydney: Level 21, 50 Bridge St, Sydney, New South Wales, 2000, Australia

Certificate Number: **1980700-4**

ISO 27001 CERTIFIED BY BRIGHTLINE

ANAB ACCREDITED

Authorized by:

Christopher L. Schellman
President, BrightLine
1300 N. West Shore Blvd, Suite 240
Tampa, Florida 33607, United States
www.BrightLine.com

Issue Date	Original Registration Date	Expiration Date	Certificate Version
September 29, 2015	December 17, 2012	September 28, 2018	Version 4

CONDITIONS & LIMITATIONS:

1. The aforementioned organization has a perpetual responsibility to maintain compliance with ISO 27001:2013 during the period of certification.
2. This certificate is subject to the satisfactory completion of annual surveillance audits by BrightLine.
3. ISO 27001:2013 compliance audits are not designed to detect or prevent criminal activity or other acts that may result in an information security breach. As such, this certification should not be construed as a guarantee or assurance that an organization is unsusceptible to information security breaches.
4. The information in this document is provided "AS IS", without warranties of any kind. BrightLine expressly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
5. This certificate is the property of BrightLine and is bound by the conditions of contract. The authenticity of this certificate can be validated at www.BrightLine.com/Certificate-Directory.

vCLOUD GOVERNMENT SERVICE



Compliant cloud solutions built for government agencies

Whether spurred by the need to increase efficiency, meet government mandates or deal with rapidly expanding data sets and workloads, more and more agencies are moving some or all of their applications or infrastructure to the cloud. However, for many agencies, the most cost-effective, secure and efficient solution is a hybrid cloud model that allows them to not only leverage their existing investments in IT infrastructure, but also extend their systems seamlessly to the technology platform that best meets their needs.

VMware®, the global leader in virtualization and cloud infrastructure, and QTS, a trusted cloud operator and leading provider of hybrid cloud services and managed hosting for government agencies and enterprises, have partnered to deliver VMware vCloud® Government Service provided by Carpathia™ (A QTS Company).

vCloud Government Service is an enterprise-class hybrid cloud service designed to run new and existing applications in exactly the same way, giving government organizations application and data mobility. Being able to use existing people, processes, tools, and automation enables government organizations to focus on the benefits of the cloud to their mission, rather than taking time and resources to re-architect for new infrastructure. Federal organizations can securely extend their data centers to the cloud quickly and confidently, using an integrated cloud infrastructure with the security of a JAB-based FedRAMP Provisional Authorization.

KEY FEATURES

Robust Security and Compliance

- vCloud Government Service is a secure cloud platform that enables customers to maintain security and data protection that meets a broad range of regulations, standards, and best practices including FedRAMP, International Traffic Arms Regulations (ITAR), FIPS 140-2, and AT 101 SOC Type 2.

Efficiency and Manageability

- Agencies can write, deploy, and manage applications in the cloud in the same way they do today, without making any changes or additional investments. With management tools consistent across on premises and cloud environments, you can accelerate application deployments, streamline the deployment and update process, leverage pre-built components, and reuse application models across environments, and clouds.

Seamless Network Integration

- vCloud Government Service is built on a seamless virtualized network that is quickly customizable to support your application and security needs. Network virtualization allows you to configure your firewalls and network as if they were in your own data center so that you can replicate the network your applications need to operate. Get common identity and access management across your onsite and offsite cloud locations.

BENEFITS

- Ease of Use – Leverage your existing investments in applications and infrastructure and avoid the complexity of re-architecting for public cloud infrastructure
- Secure and Compliant – Secure cloud platform, with security controls designed to meet the unique requirements of government customers, most notably the FedRAMP standards
- Hybrid – True hybrid cloud solution enables both onsite and offsite IT environments to run new and existing applications seamlessly
- Fastest Path to Cloud Value – Use a common platform to leverage internal and external cloud resources without having to retrain your staff, and lower overall costs

Why vCloud Government Service?

vCloud Government Service has a FedRAMP Provisional Authority to Operate (P-ATO) and is generally available to U.S. government and defense organizations. It can be used for a variety of applications and workloads including:

- Test and development
- Packaged application hosting
- Backup and Disaster Recovery
- Web hosting and customer service
- On-demand data center expansion

Trusted Cloud Services

QTS is redefining the industry with trusted cloud services that leverage innovation to improve the flexibility, scalability, and cost-effectiveness of cloud services.

- We are a trusted cloud operator with past performance serving the government market -- including DoD, Civilian and Intelligence agencies -- across multiple programs and applications
- QTS data centers deliver the highest levels of security and compliance, and meet many compliance standards including FISMA, DIACAP, PCI, and HIPAA
- We hold a number of certifications and accreditations across multiple federal agencies and programs and support over 50 Federal systems holding active Authorizations to Operate (ATO)

Security

vCloud Government Service operates with a FedRAMP Provisional Authorization to Operate (P-ATO) issued by the Joint Authorization Board (JAB). Built with a defense in-depth strategy that puts our customers' critical applications and data in the innermost ring, our people, processes and procedures ensure 100 percent compliance at implementation and through the lifecycle of the project.

Hybrid Options

vCloud Government Service is a true enterprise-class hybrid cloud service, offering a seamless platform for migrating and managing workloads between dedicated virtualized environments, on-premise infrastructures, third-party data centers and the cloud.

ABOUT QTS

QTS Realty Trust, Inc. (NYSE: QTS) is a leading provider of secure, compliant data center solutions and fully managed services, and the owner of Carpathia Hosting, a leading provider of hybrid cloud services and managed hosting. QTS' integrated technology service platform of custom data center (C1), colocation (C2) and cloud and managed services (C3) provides flexible, scalable, secure IT solutions for web and IT applications. QTS' Critical Facilities Management (CFM) provides increased efficiency and greater performance for data center owners and operators. QTS owns, operates or manages 25 data centers and bsupports more than 1,000 customers in North America, Europe and Asia Pacific.

March 10, 2016

State of Utah Division of Purchasing
3150 State Office Building
Capitol Hill
Salt Lake City, Utah 84114

Mr. Hughes:

As a privately owned company, Carahsoft Technology Corp. does not report to D&B. As such, the information in D&B is incorrect. To support you to determine that we have the financial resource to perform the contract we provide you the following information.

We are a stable, conservative and profitable company. Carahsoft continues to grow as noted by our year over year revenue below:

2010 $820 Million
2011 $1.12 Billion
2012 $1.46 Billion
2013 $1.81 Billion
2014 $2.45 Billion
2015 $3 Billion

We currently employ close to 500 employees.

To support you to determine that we have the financial resource to perform the contract we provide you the following information:

We maintain a $25M line of credit available (currently 100% available) with Xenith Bank. I have included a recent banking clarification letter from Xenith.

Mr. Joe Humphries is the Regional President and can be reached at 703-869-3610 if you need any information from him.

We have received numerous accolades including:

- For the 6th consecutive year CRN's 2012 Fast Growth List
- Washington Business Journal's 2012 List of Largest Government Contractors in Metro DC
- Third consecutive year Washington SmartCEO magazine's 2012 Future 50 list which recognizes the metro areas fastest growing companies.

Should you require additional details please call me and I can discuss our confidential financial information with you or provide you trade references that can further assist you.

Sincerely,

Jillian Dewey Szczepanek
Controller

dun & bradstreet

Carahsoft Technology Corp. DUNS: 08-836-5767

Credit Information

Risk Summary

Risk of Late Payment



Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Increase in proportion of delinquent payments in recent payment experiences
- Proportion of past due balances to total amount owing
- Evidence of open liens

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

Payment Performance Trend

The payment performance trend for this company is Increased . Payment Trend currently is Increased compared to payments three months ago. The most recent payment information in D&B's files is:

- Payments currently: 11 days beyond terms
- Payments 3 months ago: 19 DAYS BEYOND terms
- Industry average: 5 DAYS BEYOND terms

*Note: Payments to suppliers are averaged weighted by dollar amounts.

Credit Limit Recommendation

Recommendation Date: 11/18/2015

Risk Category
High

Conservative Credit Limit
$0

Aggressive Credit Limit
$0



Company Profile

Chief Executive:
DIRECTOR(S): THE OFFICER(S)

Type of Business: NA

Years in Business: NA

Annual Sales:

Line of Business:
Whol computers/peripherals

1000000000

Employees Total: 500

Legal Filings and Other Important Information

Bankruptcies:	None	**Negative Payment Experience:**	None
Judgements:	0	**Negative Payment Experience Amount:**	None
Liens:	3		
Suits:	None	**Payments Placed for Collection:**	0
Suits/Judgments/Liens Amounts:	None		

The public record items reported may have been paid, terminated, vacated or released prior to the date this data is transmitted. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Special Events

We currently do have any information to be displayed for this business.

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Payment Trends

Summary

Address:
1860 Michael Faraday Dr, Suite 100
Reston, VA 20190

Primary Industry SIC:
5045

D-U-N-S Number:
08-836-5767

Description:
Whol computers/peripherals

This is a **single** location.

Payment Activity

Total payment Experiences in D&Bs File:	48
Payments Within Terms: (not dollar weighted)	72%
Total Placed For Collection:	NA
Average Highest Credit:	$2,379,615
Largest High Credit:	$20,000,000
Highest Now Owing:	$20,000,000
Highest Past Due:	$4,000,000

Indications of slowness can be the result of dispute over merchandise, skipped invoices, etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

PAYDEX® ®

3 Month PAYDEX®

75

When weighted by dollar amount, payments to suppliers average 8 days beyond terms terms.



Based on payments collected over the last 3 months

24 Month PAYDEX®

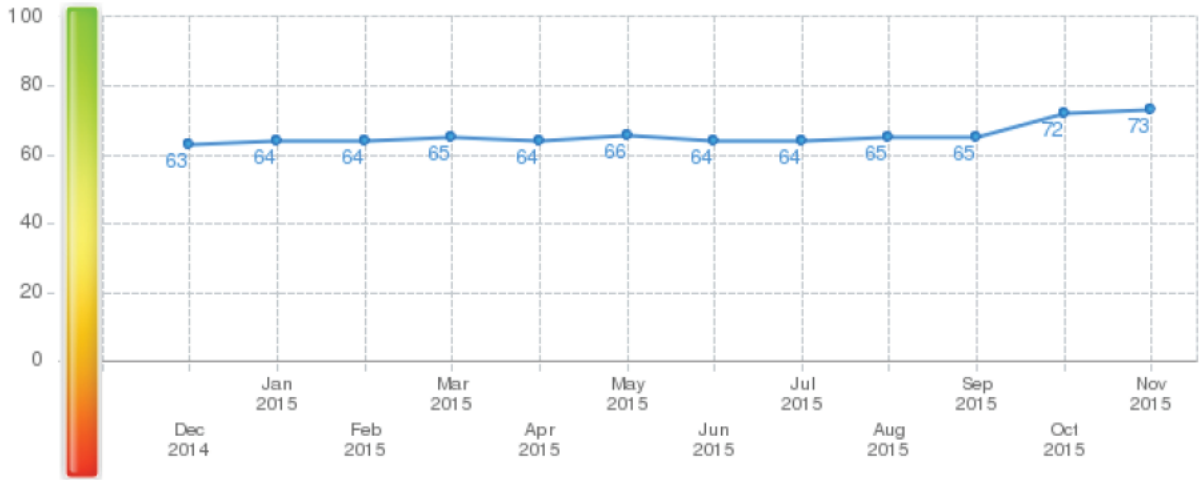
73

When weighted by dollar amount, payments to suppliers average 11 days beyond terms terms.



Based on payments collected over the last 24 months

PAYDEX ® Trends - This Company, 12 Months

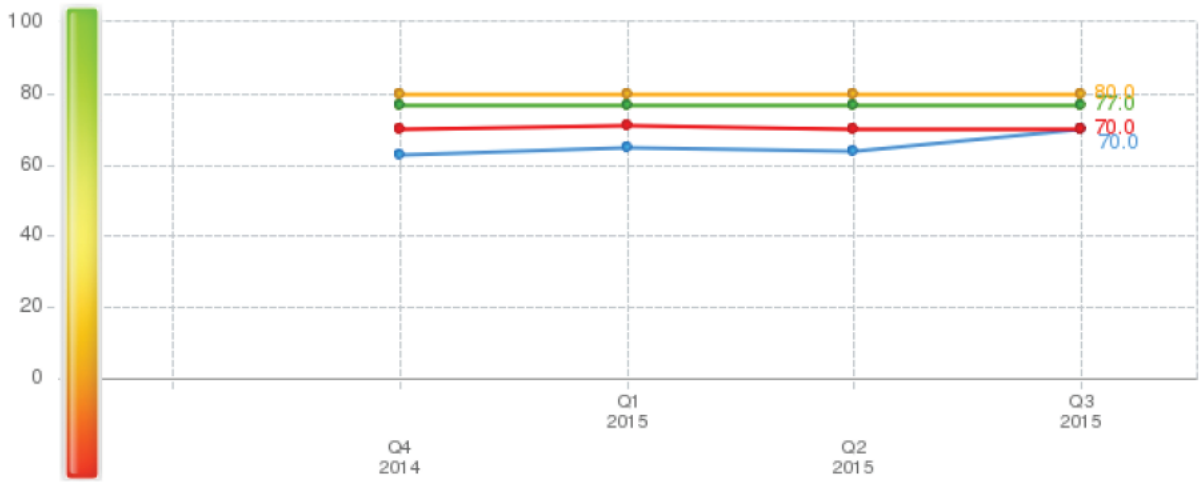


This Company (73)

Based on payments collected over the last 12 months.

- Current PAYDEX® for this Business is 73 , or equal to 11 days beyond terms terms
- The 12-month high is 73 , or equal to 11 DAYS BEYOND terms
- The 12-month low is 63 , or equal to 11 DAYS BEYOND terms

PAYDEX ® Score Comparison - This Company to Primary Industry Comparison, 4 Quarters



- My Company (73)
- Industry Upper Quartile (80)
- Industry Median (77)
- Industry Median (70)

Based on payments collected over the last 4 quarters.

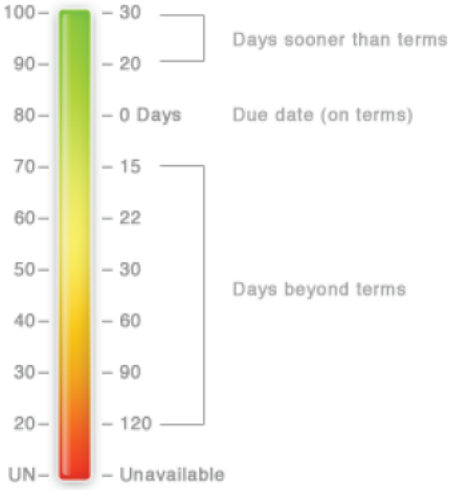
- Current PAYDEX® for this Business is 73 , or equal to 11 days beyond terms
- Current PAYDEX® for this Business is 77 , or equal to 5 DAYS BEYOND terms

- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Business Payment Habit by Amount of Credit Extended, 24 Months

$ Credit Extended	% of Payments Within Terms	# Payment Experiences	Total $ Dollar Amount
Over 100,000	73%	24	$90,200,000
50,000-100,000	100%	1	$85,000
15,000-49,999	27%	5	$110,000
5,000-14,999	73%	4	$27,500
1,000-4,999	100%	1	$2,500
under 1,000	100%	3	$400

How to Read the D&B PAYDEX ® Score



Risk Interpretation

	80 - 100	LOW risk of late payment (averages prompt to 30 days within terms)
	50 - 79	MEDIUM risk of late payment (averages 30 or less beyond terms)
	0 - 49	HIGH risk of late payment (averages 30 to 120 days beyond terms)

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AODocs Terms of Service - Version published on the Web Site

TERMS OF SERVICE

These Terms of Service **("Terms")** are a legal agreement between Altirnao, Inc., herein **"Altirnao",** having an office and place of business at 221 Kearny Street, Suite 300, San Francisco, CA 94108, USA, and the person or entity agreeing to the terms herein **("Customer", "You" or "you").** By using or accessing any part of A0Docs (the **"Service"),** You agree that You have read, understand, and agree to be bound by all of the terms and conditions contained herein. If You do not agree to these Terms, You must not use or access the Service. If You are entering into this Terms on behalf of a company, You represent that You have the authority to bind that company to these Terms. If You have purchased a license to use A0Docs through an Altirnao reseller, You also agrees to comply with the terms of any agreement between You and such reseller. In the event of an inconsistency between these Terms and any such reseller agreements, these Terms shall control.

Description of Service

AODocs is an online document management solution for Google Apps. The Service is offered and provided subject to these Terms and solely for Your business purposes. You may connect to the Service using any Internet browser supported by the Service.

The Service requires one or more Google Apps for Business account that will be the owner(s) of all files stored and managed by the Service. The Service stores all the files that it stores and manages for You in the Google Drive account(s) that You will assign to AODocs when You deploy AODocs. You understand and acknowledge that You are solely responsible for obtaining the Internet access and all equipment necessary to use the Service, for appropriately configuring Your Google Apps account(s) and for allocating a sufficient number of accounts and sufficient Google Drive storage space to allow proper operation of the Service, as per the recommendation of Altirnao's technical support or product documentation. You also understand and agree that content you store through your use of the Service will be made available to Google as part of Google providing the Google Apps service. All fees associated with the foregoing shall be paid by You.

Modifications

To these Terms: Altirnao reserves the right to update and change the Terms of Service upon notice from time to time. You will be provided notice of any such modification by electronic mail or by the publishing of such on the website http://www.aodocs.com/terms-of-service. You may terminate your use of the Service if the Terms are modified in a manner that substantially affects your rights in connection with use of the Service. Your continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at http://www.aodocs.com/terms-of-service.

To the Service: Altirnao may make changes to the Service from time to time. Altirnao will notify you of any material changes or modifications. Any updates, upgrades, additions or new features to the Service, including the release of new tools and resources, shall be subject to these Terms and may require you to agree to additional terms and conditions.

Use of the Service

Access to Service: Access to the Service is only available to the Customer and the end users **("Users")** to whom Customer has purchased individual user licenses and granted access. Upon registration with Altirnao, Customer will specify the email address of a Google Apps account (the **"Account"),** which will be granted access to the Service. Customer is solely responsible for granting the Service access to Customer's Google Apps files and revoking such access when Customer ceases use of the Service. Customer is responsible for maintaining the confidentiality of Customer's password. Customer agrees not to share its password with anyone other than Users, let anyone else access its password or do anything else that might jeopardize the security of its password. Customer agrees to notify Altirnao if Customer's password is lost, stolen or disclosed to an unauthorized third party, if there is any unauthorized use of its password or Account, or if Customer learns of any other breach of security in relation to the Service. Customer is solely responsible for any and all activities that occur through the use of Customer's Account.

License to Customer: Subject to Customer's compliance with these Terms and the Google Acceptable Use Policy (available at https ://cloud.google .com/terms/aup), including, without limitation, Customer's payment of all applicable fees, Altirnao hereby grants Customer a limited, revocable, non-transferable non-exclusive, non-sublicensable license to access and use the Service, solely for Customer's own internal use, and not for timesharing, application service provider or service bureau use.

Customer is at all times fully responsible and liable for all acts and omissions by Users to whom Customer has granted access to the Service and Customer agrees to indemnify Altirnao for all claims and losses related to any such acts and/or omissions.

Each user license ordered by Customer is specific to the email address of only one User and, once granted to that User, may not be transferred or reassigned to any other user unless the User originally granted the license will no longer use the Service. Any such transfer or reassignment is permanent and Licensee shall not permit the original User to use the Service after such User's license has been used by a different User.

Altirnao reserves the right to terminate unpaid Accounts and Accounts that are inactive for a continuous period of ninety (90) days. In the event of any termination, all data associated with such Account will be deleted and Customer shall be responsible for revoking the Service's access to Customer's Google Apps domain data and files. Altirnao will provide Customer with prior notice of such termination and will send a data backup to Customer by email. In case of Accounts with more than one User, if at least one of the Users is active, the Account will not be considered inactive.

Restrictions on Use

Restrictions on Use of AODocs: In addition to all other terms and conditions contained herein, you shall not and shall not permit others to:

1. copy, modify, adapt, translate or otherwise create derivative works of the Service;
2. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service;
3. rent, lease, sell, assign or otherwise transfer rights in or to the Service;
4. remove any proprietary notices or labels from the Service;
5. use, post, transmit or introduce any device, software or routine which interferes or

attempts to interfere with the operation of the Service.

6. use the Service for spamming or any other illegal or unauthorized purpose or engage in illegal or deceptive trade practices; or

7. otherwise use of the Service in violation of any laws in your jurisdiction (including but not limited to copyright laws).

8. use the Service for High Risk Activities;

9. process or store any content on or through the Service that is subject to the International Traffic in Arms Regulations maintained by the Department of State.

10. if you are (or become) a Covered Entity or Business Associate, as defined in the Health Insurance Portability and Accountability Act **("HIPAA"),** use the Service for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless you have received prior written consent to such use from both Google and Altirnao.

11. use the Service as a way to circumvent your obligation to provision one Google Apps End User Account for each User.

This list of prohibitions provides examples and is not complete or exclusive.

Restrictions on Use of Google Apps: You understand and agree that your use of the Service requires the use of Google Apps. You agree that you shall not and shall not permit others to:

copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of Google Apps or any component thereof;

use the Google Apps or any component thereof for uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of Google Apps or any component thereof could lead to death, personal injury, or environmental damage;

sublicense, resell, or distribute Google Apps or any component thereof;

use Google Apps or any component thereof to create, train, or improve (directly or indirectly) a substantially similar product or service, including any machine translation engine;

access Google Apps or any component thereof in a manner intended to avoid incurring fees;

use Google Apps or any component thereof to operate or enable any telecommunications service or in connection with any application that allows end users to place calls to or to receive calls from any public switched telephone network; or

process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S Department of State or any other applicable law.

Altirnao reserves the right to suspend or terminate your access to Service with or without cause and with or without notice, for any reason or no reason, or for any action that Altirnao determines is inappropriate or disruptive to the Service or to any other user of this Service. Google may suspend your Google Apps account if: (a) your use of Google Apps is in violation of Google's Acceptable Use Policy, which could disrupt: (i) Google Apps; (ii) other users' use of Google Apps; or (iii) the Google network or servers used to provide Google Apps services; or
(b) there is unauthorized third party access to Google Apps.

You acknowledge and agree that Altirnao, in its sole discretion, with or without notice, may establish or revise from time to time general practices and limits concerning your use of the

Service, including without limitation, establishing the maximum number of Google Drive operations that can be done on your behalf in a given period of time. In addition, Altirnao may limit, without notice, the volume of e-mail forwarding or file downloading from the Service in response to unreasonable activity (such as spamming).

Altirnao may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Altirnao's discretion, Altirnao will cooperate with law enforcement agencies in any investigation of alleged illegal activity associated with the Service or on the Internet.

Unauthorized use of any trademarked, copyrighted or patented materials contained in the Service may violate certain laws and regulations.

You agree to indemnify and hold Altirnao and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) Altirnao or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of this Service or the use of Service by any person using your Account (including without limitation, Your Content (as defined below)) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

Suspension

Altirnao reserves the right to suspend or terminate Customer's access to the Service with or without notice if Altirnao reasonably determines that:
(a) there is a threat or attack on the Service (including a denial of service attack) or other event that may create a risk to the Service, Altirnao, Customer, or any user of the Service;
(b) Customer's or its users' use of the Service or Customer Content disrupts or poses a security risk to the Service or any user of the Service, may harm Altirnao's systems, or may subject Altirnao or any third party to liability;
(c) Customer or any User is using the Service for fraudulent or illegal activities;
(d) Customer or any User is causing performance disruptions in the Service or in Google Drive by using the Service in a way that is not recommended in the performance guidelines published in the Service's documentation or by ignoring performance recommendations provided by Altirnao's technical support;
(e) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;
(f) Customer or any User is using the Service or other Altirnao property in breach of this Agreement;
or (g) Customer is in default of its payment obligations hereunder (collectively, "Service Suspensions"). Altirnao will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer, and to provide updates regarding resumption of Customer's access to the Service following any Service Suspension.

Subscription terms

Customer agrees to pay the subscription fee applicable to Customers and its Users use of the Service. Such fees will be paid on a periodic basis as agreed to Altirnao or to your Altirnao reseller as agreed when you registered for the Service.

In case of non-payment for any reason (including, if applicable, Altirnao's inability to charge your credit card or other payment method for any reason) or any violation of these Terms, Altirnao shall be entitled – without liability – to immediately suspend Customer's and Users' access to the Service. If you purchase your license to use the Service from Altirnao, you hereby expressly agree that Altirnao is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of the Service, or charge such fees to your credit card or other payment method designated on your initial registration with the Altirnao at regular intervals for the remainder of the term of these Terms. If you cancel your Account at any time, you will not receive any refund.

Customer agrees that Customer's paid use of the Service is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Altirnao or any Altirnao reseller regarding future functionality or features.

Intellectual Property

Customer hereby acknowledges and agrees that, subject to the limited rights granted hereunder, Altirnao (or its licensors) own all legal right, title and interest in and to the Service, including, without limitation, any Intellectual Property Rights or other proprietary rights which exist in the Service (whether such rights are registered or unregistered, and wherever in the world those rights may exist) **("Our Technology").** For purposes of these Terms, "Intellectual Property Rights" means, on a worldwide basis, any and all now known or hereafter known (a) rights associated with works of authorship including copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patent rights and other industrial property rights, (e) intellectual and industrial property rights of every other kind and nature and however designated, whether arising by operation of law or otherwise, and (f) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter existing, made, or in force (including any rights in any of the foregoing).

Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in these Terms of Use grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Service according to these Terms. Furthermore, nothing in these Terms of Use will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Service constitute trademarks, trade names, service marks or logos **("Marks")** of Altirnao or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with and will inure to us or those other entities. To the extent indicated, any use of third party software provided in connection with the Service will be governed by such third parties' licenses and not by these Terms of Service. Furthermore, any comments, ideas and/or reports about the Service that you provide to us, whether in written or electronic form **("Feedback"),** shall be considered our proprietary and confidential information, and you hereby irrevocably transfer and assign to us all intellectual property rights embodied in or arising in connection with such Feedback, and any other rights or claims that you may have with respect to any such Feedback.

Ownership & Privacy

As between You and Altirnao, you retain all right, title and interest in any and all data, files, attachments, text, images, personally identifiable information, and other content that You and Your Users upload or submit to the Service (collectively, **"Your Content").** You may not upload, post or otherwise make available through the Service any material protected by copyright,

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You hereby consent that, if You choose to become a paying customer of the Service, Altirnao may identify You as a Altirnao customer (using Your name and logo) and generally describe the products or services it provides to You in its promotional materials, presentations, and proposals to other current and prospective customers.

If you cancel your Service subscription, your information is no longer used and Altirnao will delete your Account and data associated with your Account within ninety (90) days of your cancellation. Please note, however, that some information like billing and subscription may remain with us for accounting and legal reasons.

Availability.

Altirnao will make the Service available to You in accordance with the Service Level Agreement available online at https://www.aodocs.com/sla (the **"SLA").** Altirnao does not make any representations or guarantees regarding uptime or availability of the Service unless specifically identified in the SLA. The Service may be unavailable at certain times as specified in the SLA, including during any unanticipated or unscheduled downtime or unavailability of all or any portion of the Service as a result of system failures or force majeure events.

Warranty Disclaimer

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

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Limitation of Liability

IN NO EVENT SHALL ALTIRNAO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION), ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF ALTIRNAO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ALTIRNAO RELATED TO ANY OF THE SERVICE SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL ALTIRNAO'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS PARAGRAPH MAY NOT APPLY TO CUSTOMER.

Other Terms

These Terms, their interpretation, performance or any breach thereof, will be construed in accordance with, and all questions with respect thereto will be determined by, the laws of the State of California. Both parties hereby irrevocably submit any disputes under these Terms to the jurisdiction of the courts located in the State of California.

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Channel Foundation Agreement
U.S. Public Sector

1. INTRODUCTION

1.1 This Channel Foundation Agreement ("Foundation Agreement") specifies the terms and conditions agreed between CA and the Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("End User" or "Customer") as a foundation for their relationship as further defined in the applicable Modules. Ordering Activity understands and agrees that Ordering Activity's right to use the CA Offerings, ordered by Ordering Activity and submitted to CA by an Authorized CA Partner, is subject to Ordering Activity's compliance with this Foundation Agreement and the relevant Module for such CA Offering. The Foundation Agreement and the Module(s) incorporated into the GSA Schedule contract for the CA Offering(s) purchased by Ordering Activity will govern orders from an Authorized CA Partner for Ordering Activity's acquisition of the CA Offering and such terms shall remain binding upon both Ordering Activity and CA for that CA Offering absent mutual written agreement to the contrary.

1.2 Modules to this Foundation Agreement include the Channel Software Module, , Channel SaaS Module, Channel Hardware Appliance Module, and Channel Education Module.

2. DEFINITION

2.1 "Agreement" means this Foundation Agreement, the applicable Module, and License Metric for the applicable CA Offering, and any document incorporated expressly therein or incorporating the foregoing by reference.

2.2 "Authorized CA Partner" means an entity having a valid, current authorization from CA to market, offer and resell to Ordering Activity the right to use the CA Offering. Ordering Activity may find information regarding authorized CA Partners here: www.ca.com/partners.

2.3 "CA Offering" means the individual offering (such as software, services, software as a service etc.) made available by CA as defined in the Module and/or, License Metric.

2.4 "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, that is exempt from disclosure under the Freedom of Information Act (FOIA), 5.U.S.C. §552(b) under one or more exemptions to that Act, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, CA Offerings, Documentation, and any benchmark data and results produced.

2.5 "Documentation" means the documentation, technical product specifications and/or user manuals, published by CA or any entity within CA group of companies (each a CA entity) that is made generally available with CA Offerings.

2.6 "License Metric" means the specific criteria for measuring the usage of the CA Offering (such as MIPS, CPUs, tiers, servers, or users).

2.7 "Module" means the additional terms and conditions applicable to the CA Offering.

2.8 "Parties" means individually and or collectively CA and or the Ordering Activity.

2.9 "Prime Contractor" means the entity contracting directly with the Ordering Activity, if other than an Authorized CA Partner.

2.10 "Term" means the period for which Ordering Activity is authorized to use the CA Offering as specified in CA's order with Ordering Activity's chosen Authorized CA Partner or the Prime Contractor.

3. ORDERING AND DELIVERY

3.1 This Agreement applies to each specific CA Offering purchased by Ordering Activity from an Authorized CA Partner or Prime Contractor. Use of the CA Offerings, or of this Agreement to procure CA Offerings, by Ordering Activity's Affiliates outside of the jurisdiction specified for Ordering Activity in the order between CA and the Authorized CA Partner or Prime Contractor is not permitted unless such Affiliate signs a participation agreement with CA to adopt and adhere to the terms of this Agreement.

3.2 CA will deliver or make available a CA Offering to Ordering Activity only upon, and in accordance with, CA's execution of an order with the Authorized CA Partner. Any terms that may appear on an Ordering Activity's purchase order (including without limitation pre-printed terms), or as part of Ordering Activity's order with an Authorized CA Partner or Prime Contractor, that conflict or vary from the terms and conditions of this Agreement shall not apply to CA and shall be deemed null and void unless otherwise required by law.

3.3 The CA Offering will be delivered by CA to Ordering Activity either by electronic delivery (ESD) or in tangible media in accordance with the terms of the GSA Schedule contract and the relevant purchase order. CA agrees to be responsible for all customs duties and clearances.

4. CONFIDENTIAL INFORMATION

4.1 The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

4.2 The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

4.3 For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4 Nothing in the Agreement will (i) preclude CA from using the ideas, concepts and know-how which are developed in the course of providing any CA Offerings to Ordering Activity or (ii) be deemed to limit CA's rights to provide similar CA Offerings to other customers. Ordering Activity agrees that CA may use any feedback provided by Ordering Activity related to any CA Offering for any CA business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5 To the extent permitted by the Federal Records Act, the receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6 For CA software (including code) and Documentation, and Ordering Activity's and/or CA's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

5.1 The Parties acknowledge and agree that all terms governing the fees, payments, payment schedules, pricing and discounts for the applicable CA Offering procured by Ordering Activity under this Agreement are and shall be between solely Ordering Activity and their chosen Authorized CA Partner or Prime Contractor.

6. TITLE

6.1 CA retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

7.1 Each Party represents and warrants that it has the legal power to enter into the Agreement.

7.2 CA represents and warrants that it owns or otherwise has sufficient rights to grant Ordering Activity the rights defined in the Agreement.

8. INDEMNIFICATION

8.1 CA will indemnify any third party claims that Ordering Activity's use of the specific CA Offering licensed or purchased by Ordering Activity under this Agreement infringes any valid US patent or copyright within the jurisdictions where Ordering Activity is authorized to use the CA Offering at the time of delivery. CA may, at its option and expense: (i) procure for Ordering Activity the

right to continue to use the CA Offering; (ii) repair, modify or replace the CA Offering so that it is no longer infringing; or (iii) provide a pro-rated refund to the Authorized CA Partner of the fees paid for the CA Offering which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that CA is notified of the third party claim. If the CA Offering is CA Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

8.2 CA shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Offering except a modification by CA, (ii) if the CA Offering is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (iv) if the alleged infringement is a result of use of the CA Offerings in combination with any third party product, or (v) if the applicable fees due for the specific CA Offering have not been paid by Ordering Activity or Prime Contractor to its Authorized CA Partner. The indemnifications contained herein shall not apply and CA shall have no liability in relation to any CA Offering produced by CA at the specific direction of Ordering Activity. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CA REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO ORDERING ACTIVITY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.3 CA shall indemnify Ordering Activity against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortuous conduct on the part of CA.

8.4 The above indemnities are contingent upon: (i) Ordering Activity providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) CA's right to consult with Ordering Activity at any time and to intervene in the proceedings through CA's chosen counsel at CA's expense, provided that Ordering Activity shall not have the right to settle any claim requiring CA to make a payment or to admit liability without CA's prior written agreement , and (iii) Ordering Activity not taking any actions or failing to take actions that hinder the defense or settlement process.

9. LIMITATION OF LIABILITY

EXCEPT IN THE CASE OF A BREACH OF TITLE, INFRINGMENT OF CA'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY, OR OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CA'S SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY CA OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY, EXCEED THE FEES PAID AND OR OWED TO CA FOR THE THEN CURRENT INITIAL OR RENEWAL TERM FOR WHICH THE ORDERING ACTIVITY HAS PROCURED THE CA OFFERING OR AS FURTHER DEFINED IN THE MODULE. FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CA SHALL NOT INCUR ANY LIABILITY FOR DEATH OR BODILY INJURY TO ANY THIRD PARTY UNLESS THE SAME ARISES FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACT(S) OF CA. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

10. TERM & TERMINATION

10.1 This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section or as required pursuant to Federal Acquisition Regulation (FAR) 52.212-4 "Contract Terms and Conditions- Commercial Items" sections (l) "Termination for the Government's Convenience" and (m) "Termination for Cause."

10.2 In the event Ordering Activity elects to terminate an order for its convenience prior to the expiration of the then current term, and such order includes licenses for CA Software, Ordering Activity shall also, within a reasonable period of time, delete all copies of such software from its systems, including copies stored for archival purposes and either destroy or return them to CA. The foregoing shall not apply, however, where such licenses were perpetual and Ordering Activity, at the time of such termination, has paid all associated perpetual license fees.

10.3 Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Foundation Agreement or the Agreement.

11. DISPUTE RESOLUTION

11.1 Prior to the initiation of formal dispute resolution procedures regarding any dispute, controversy, or claim arising out of the Agreement or interpretation thereof (a "Dispute"), the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve it.

11.2 The provisions of paragraph 11.1 will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

11.3 Disputes relating to the payments of fees, any third party products or services or otherwise relating to the terms and conditions of an order between an Authorized CA Partner and Ordering Activity, shall be between Ordering Activity and such Authorized CA Partner, or if applicable, between Ordering Activity and Prime Contractor, and Ordering Activity agrees that it shall have no right of contribution or other claim from or against CA by reason thereof.

12. GENERAL TERMS

12.1 **Amendments**. The terms of the Agreement may only be amended by mutual written agreement of the Parties.

12.2 **Force Majeure**. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

12.3 **Order of Precedence**. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) the relevant Module and(3) this Channel Foundation Agreement. Notwithstanding this Order of Precedence, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

12.4 **Ordering Activity Data**. If Ordering Activity transfers any personal data to CA as a requirement pursuant to any CA Offering, then Ordering Activity represents that (i) it is duly authorized to provide personal data to CA and it does so lawfully in compliance with relevant legislation, (ii) CA and any entity within the CA group of companies (each a "CA entity") or its subcontractors can process such data for the purposes of performing its obligations and (iii) CA may disclose such data to any CA entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. CA, Inc. is Safe Harbour certified and the CA Entities have committed to comply with relevant data protection/privacy legislation.

12.5 **Import Export**. Ordering Activity agrees that CA Offerings, Documentation, and or Confidential Information is subject to export controls of the United States of America and import controls of any other country in which such information may be used. Ordering Activity agrees to export, re-export or import such information only in compliance with such laws and controls.

12.6 **Announcements**. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.

12.7 **Counterparts**. This Foundation Agreement and any Module, as applicable, may be signed in any number of counterparts by the Parties and each part shall be considered part of the whole and valid, legally binding document.

12.8 **Notice**. All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

12.9 **Headings**. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

12.10 **Validity**. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

12.11 **Third Parties**. This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Ordering Activity, the U.S. Government, or CA, unless otherwise permitted by law.

12.12 **Choice of Law**. To the extent that federal law is not dispositive of a dispute hereunder, the laws of the State of New York (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Agreement.

12.13 **Survival**. Sections pertaining to Confidentiality, Title, Limitation of Liability, Termination, and Import Export shall survive termination of this Foundation Agreement.

12.14 **Entire Agreement**. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

Channel SaaS Module

U.S. Public Sector

1. INTRODUCTION

1.1. This Module for Software as a Service ("SaaS Module") specifies terms and conditions which apply to Software as a Service that CA will provide to Ordering Activity.

1.2. This SaaS Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this SaaS Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Ordering Activity Data" means information stored in the SaaS database.

2.2. "Force Majeure Event" means an event of Force Majeure as defined in the Foundation Agreement and/or delays caused by an internet service provider or hosting facility that results in data center outages resulting from causes not within CA's control.

2.3. "ISO 27001" means an Information Security Management System standard published by the International Organization for Standardization (ISO). This particular standard specifies a management system that is intended to bring information security under explicit management control and mandates specific requirements when this standard is met.

2.4. "Production" means the "live" environment of SaaS provided to process data on a real-time basis.

2.5. "Production Availability" means, for purposes of measuring the Service Level, the aggregate number of minutes during the month in which the SaaS is available for Production access and use by Ordering Activity.

2.6. "SaaS" means the online version of the CA Software specified in the Authorized CA Partner's order with CA for access to and usage by its customers via a website(s) environment.

2.7. "SAS 70 Type II" means the standards used by an independent auditor that employs procedures, policies and controls of SAS 70 Type I to verify and validate that the organization is following those procedures regarding control objectives, activities and control over information technology, and related processes.

2.8. "SaaS Support" means support of the underlying CA software so it operates materially in accordance with the Documentation.

2.9. "Sandbox" means a development or test environment that is not Production.

2.10. "Scheduled Downtime" means planned downtime of SaaS availability where CA provides notice to Ordering Activity at least 72 hours in advance.

2.11. "Service Level" means as described in the section entitled: Service Level Commitments.

2.12. "Subscription Term" means the period of the Ordering Activity's subscription to the SaaS as specified in the Authorized CA Partner's order with CA.

2.13. "Users" means the number of individuals authorized to access and use of SaaS by Ordering Activity and who have been provided user identifications and passwords by Ordering Activity (or by CA at Ordering Activity's request), measured by CA on an aggregate monthly basis by the amount of User Logins. Users may include Ordering Activity and Affiliate's employees and independent contractors that agree to be bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Ordering Activity and not a third party.

2.14. "User Logins" means the initial and standard login screen where a User is required to enter its user ID and the password.

3. SAAS OFFERING

3.1. CA shall provide SaaS to Ordering Activity during the Subscription Term directly or through a third party SaaS provider in accordance with the terms of the Agreement.

3.2. CA hereby provides Ordering Activity a non-transferable and non-exclusive right to access and use SaaS for the sole purpose of supporting its internal business use. A new User may replace a former User who no longer requires access to, or use of, the SaaS. Users may be Ordering Activity employees, Ordering Activity third party consultants, contractors or agents, which third parties may

access and use the SaaS solely for the benefit of Ordering Activity's internal business purposes in accordance with the provisions of this Agreement.

3.3. Ordering Activity acknowledges and agrees that in order for CA to effectively provide SaaS, Ordering Activity may be required to provide necessary information and shall not delay, prevent or interfere with CA's provision of SaaS.

4. FEES & RENEWAL

4.1. Ordering Activity may access SaaS for solely the number and type of Users specified in the Authorized CA Partner's order with CA. Additional Users, or an additional SaaS offering, if available, shall require Ordering Activity to procure with CA or an Authorized CA Partner (whether directly or through a Prime Contractor) for such users or offering. Unless otherwise agreed by CA, (i) additional Users may be purchased only in increments of 50 Users; and (ii) such additional User subscriptions shall be coterminous with the expiration of the Subscription Term.

4.2. CA may with notice prior to any renewal, replace the Ordering Activity ordered SaaS with replacement, underlying software that is generally available to customers with alternative, materially similar, functionality.

4.3. The fees for SaaS subscription are not contingent upon the delivery of any future functionality or features of the CA Software.

5. ORDERING ACTIVITY DATA

5.1. Ordering Activity exclusively owns all rights, title and interest in and to all Ordering Activity Data. Ordering Activity Data shall be considered to be Confidential Information under the Agreement. CA shall not access Ordering Activity's User accounts, or Ordering Activity Data, except (i) in the course of data center business operations if required, (ii) in response to SaaS or technical issues or (iii) at Ordering Activity's specific request as reasonably required in the provision of SaaS. CA will segregate Ordering Activity's Data from other customers' data.

5.2. CA operates and maintains a disaster recovery procedure. In case of a Force Majeure Event, Ordering Activity acknowledges and agrees that Ordering Activity Data may not be recoverable and accepts responsibility for re-entry of such data.

5.3. Ordering Activity Data will be returned to the Ordering Activity at the end of the Subscription Term or at the termination of the SaaS subscription in the manner described in the SaaS Documentation.

6. SECURITY

6.1. CA shall adhere to SAS 70 Type II audit compliance criteria and data security procedures which meet ISO 27001 status during the Subscription Term.

6.2. CA shall comply with CA's security policy and procedures, which policies and procedures are designed to provide and maintain commercially reasonable safeguards against the destruction, loss or alteration of, or unauthorized access to or use of the Ordering Activity Data in CA's possession or control and which safeguards are, at a minimum, no less rigorous than those maintained by CA for its own information of a similar nature.

6.3. Ordering Activity Data shall be stored pursuant to CA's data security procedures, which shall be provided to Ordering Activity upon request. Except as required herein, CA will not be responsible for any unauthorized access to, or alteration, theft or destruction of Ordering Activity Data, unless caused as a result of CA's negligence or intentional misconduct, in which case restoring or recovery of Ordering Activity Data shall be limited to the most recent back-up of Ordering Activity Data. CA is not responsible for loss of Ordering Activity Data arising from Ordering Activity's: (i) transmission of data in contravention of the User Guide; or (ii) failure to act on any CA provided communication.

6.4. CA shall comply with the applicable EU member states' implementation of the Directive 95/46/EC ("Directive") governing the processing of personal data as defined specifically in the Directive and CA, Inc. is Safe Harbour certified.

6.5. Ordering Activity or an independent third party may audit CA's operations within the applicable data center to verify CA's compliance with the security and technical provisions defined in this Module. The audit may take place, no more than once annually, upon thirty (30) days prior written notice subject to Ordering Activity or its independent third party having executed a CA confidentiality agreement and stating the purpose and scope of the request. Such audit shall be conducted during normal business hours in a manner that does not disrupt business operations.

7. INITIATION AND SUPPORT PROCESSES

7.1. The following processes apply to the SaaS:

i. CA will send an email to Ordering Activity's technical contact identified in the Authorized CA Partner's order with CA setting out the SaaS URL(s) and other information necessary for initial use of the SaaS. Ordering Activity shall provide information as requested within 7 days of receiving the email.

ii. Customer will utilize the CA Support website, or other site or notification mechanism as CA may designate from time to time, to notify CA of SaaS availability issues, request other in-scope technical support assistance, or for Customer's to provide feedback or approvals on requests as applicable.

8. SAAS SUPPORT

8.1. The Ordering Activity shall be provided with SaaS Support during the Subscription Term.

8.2. For any SaaS Support requests, Ordering Activity should be prepared to provide to SaaS Support personnel, all pertinent information, in English, including but not limited to, Ordering Activity number or site identification number, incident severity, SaaS/software name, area of SaaS (Production or Sandbox), incident description, and a technical contact familiar with Ordering Activity's environment or the problem to be solved. Ordering Activity must use reasonable efforts to communicate with CA in order to verify the existence of the problem and provide information about the conditions under which the problem could be duplicated.

8.3. Upon receiving Ordering Activity's technical contact information, SaaS Support will be provided in a timely and professional manner by qualified support engineers as defined below:

i. Access to CA help desk and the ability to open and manage support incidents via CA support online or by telephone.

ii. Production environment support: 24x7 for severity 1 incidents; normal business hours for severities 2-4.

iii. Sandbox environment support: Normal business hours for incidents of all severities.

iv. Access to CA support website (currently: http://support.ca.com) for 24x7x365 online support and access to CA software product and documentation, global user communities and regional user groups, FAQs, samples, webcast recordings and demos, usage tips, technical updates and HYPER notifications, as such are made available by CA.

v. Interactive remote diagnostic support allowing CA support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature.

vi. Additional support such as file storage, point in time backup, periodic file refresh and basic reporting may be available at CA's discretion according to the SaaS provided.

Any additional support requirements are only by prior written agreement with CA.

8.4. In order to respond to an issue raised through SaaS Support, CA may request Ordering Activity to upgrade to appropriate operating systems and or third party applications as required in order to properly operate and access the SaaS offering. Any such upgrades or installations shall be at the Ordering Activity's sole option and discretion. The costs associated with any upgrades required and any such installations are not included as SaaS Support and all such costs shall be the responsibility of the Ordering Activity.

9. ORDERING ACTIVITY RESPONSIBILITIES

9.1. Ordering Activity is responsible for all activities that occur in, or are related to, User accounts including the data, information stored or transmitted when accessing SaaS.

9.2. Because Ordering Activity may integrate or utilize third party links to other software, hardware or other service which are associated with, or otherwise available through SaaS, Ordering Activity agrees that it and its Users shall use such third party links in their sole discretion. CA shall have no responsibility or liability with respect to such third party links used by Ordering Activity's or Users' or for any act or omission of any such third party provider.

9.3. Ordering Activity shall not: (i) make SaaS available to any third party not authorized, other than to Users or as otherwise contemplated by this Agreement; (ii) send or store code that can harm or result in damage to the SaaS offering (including but not limited to malicious code and malware); (iii) wilfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to provide services to external end users and or to process data other than Ordering Activity's as an outsourcer, service bureau or consultant without written permission provided by CA.

10. WARRANTY

10.1. CA warrants that (i) SaaS shall perform materially in accordance with the applicable SaaS Documentation and (ii) that SaaS will be available online according to the performance levels described in the Service Levels defined in this SaaS Module.

10.2. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA AND CA MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD PARTY SOFTWARE WHICH CA MAY USE TO PROVIDE THE SAAS.

10.3. Ordering Activity warrants that (i) it has the right to transmit any data or information as may be required for the purposes of accessing SaaS (ii) it will ensure compliance to the Agreement by itself and its Users and (iii) it is responsible for all activities that occur in User accounts, (iv) it shall not misuse SaaS through sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights.

11. WARRANTY REMEDY

11.1. In the event of a breach of the Warranty by CA, CA may in consultation with Ordering Activity (i) use reasonable efforts consistent with industry standards to cure the defect as defined in CA Support process outlined in this SaaS Module and or (ii) Ordering Activity may exercise its rights to termination as defined under the Service Level Commitment section below and qualify for a refund as defined therein and or (iii) mutually agree with Ordering Activity to terminate the subscription and provide a pro-rata refund to the Authorized CA Partner calculated on the number of months left remaining on the Subscription Term. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

12. SERVICE LEVEL COMMITTMENT

12.1. Service Levels: The following Service Levels will apply to the applicable SaaS offering during the applicable Subscription Term:

i. Production Availability of SaaS 99.5% on a monthly basis. If Production Availability falls below 99%, it shall be considered a minor failure; and if Production Availability falls below 98%, it shall be considered a major failure.

12.2. Ordering Activity will be provided monthly electronic reports regarding Service Levels and follow the procedure set out below:

i. CA will investigate missed Service Levels through determining the root cause of the issue then using commercially reasonable efforts to correct the issue and advising Ordering Activity as reasonably requested by Ordering Activity of the status of efforts being undertaken with respect to the issue;

ii. Provide Ordering Activity reasonable evidence to Ordering Activity that the cause of the issue is being corrected or will be corrected and

iii. In the event of a minor failure, Ordering Activity is entitled to 2 additional days of the applicable SaaS offering at no additional charge. In the event of a major failure, Ordering Activity is entitled to 5 additional days of the applicable SaaS offering at no additional charge.

12.3. Pursuant to FAR 52.212-4(l), Ordering Activity may terminate for convenience its subscription to SaaS without incurring any additional charges or termination fees. In the event of such termination for convenience CA shall refund to the CA Authorized Partner that portion of the fees paid which have not yet been applied towards SaaS as of the effective date of termination. Any such refund herein shall be Ordering Activity's sole and exclusive remedy under this SaaS Module with respect to CA only and CA shall have no further liability arising out of the applicable SaaS subscription, and shall not impact termination of any other Module or the Foundation Agreement. This section does not limit the rights or remedies of the Ordering Activity under FAR 52.212-4(m), Termination for cause.The following events shall be excluded from the calculation of any Service Level failures: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime such as upgrading data center infrastructure; (iii) outages based on Ordering Activity networks or domain name server issues; (iv) Ordering Activity's configuration, scripting, coding; (v) internet outages; (vi) Ordering Activity outages requested by Ordering Activity (vii) Ordering Activity changes to its environment which hinder SaaS production and (viii) inability for Ordering Activity to log in due to use of Lightweight Directory Access Protocol (LDAP) to control authentication.

13. NIMSOFT SaaS

13.1. The following sections of this Module are not applicable to Nimsoft Saas transactions:

i. 2.2;

ii. 2.3;

iii. 2.7;

iv. 5.2;

v. 6.1;

vi. 6.5 and

vii. 12.2;

13.2. The following sections of this Module are modified or added as follows for Nimsoft SaaS (On-Demand) transactions to the extent consistent with U.S. Federal law:

i. Section 7.1 ii: "Ordering Activity will utilize the **Nimsoft** CA Support website, or other site or notification mechanism as CA may designate from time to time, to notify CA of SaaS availability issues, request other in-scope technical support assistance, or for Ordering Activity to provide feedback or approvals on requests as applicable."

ii. Section 8.1: "The Ordering Activity shall be provided with SaaS Support pursuant ot the terms of http://www.nimsoft.com/content/dam/nimsoft/documents/un-secure/agreements/nimsoft-us-support-agreement.pdf during the Subscription term."

iii. Section 10.1: "CA warrants that (i) SaaS shall perform materially in accordance with the applicable SaaS Documentation for a period of 60 days from the commencement of the Term and (ii) that SaaS will be available online according to the performance levels described in the Service Levels defined in this SaaS Module.

iv. Add the following as Section 15:

"15. **REPORTING AND AUDIT**

Reports. Ordering Activity agrees to prepare and submit monthly reports to the Authorized CA Partner and CA that shall include, without limitation, information detailing the use of SaaS pursuant to the license metrics applicable to SaaS ("Report"). Ordering Activity shall submit each Report to the Authorized CA Partner and CA on the fifteenth day of each calendar month.

Overage. If the Report shows the Ordering Activity has exceeded the Authorized Use Limitation at any time during a month, such Report shall constitute a basis for a claim to the relevant Contracting Officer pursuant to the Contract Disputes Act and FAR 52.233-1. In no event may the SaaS quantity be lowered below the original numberordered.

14. **GENERAL TERMS**.

14.1. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel SaaS Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

Channel Hardware Appliance Module
U.S. Public Sector

1. INTRODUCTION

1.1. This Module for the Hardware Appliance ("Hardware Appliance Module") specifies terms and conditions which apply to the Hardware Appliance which CA will provide to Ordering Activity.

1.2. This Hardware Appliance Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Hardware Appliance Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Hardware" means a single CA-supplied third party physical server or device.

2.2. "Hardware Appliance" means Hardware that is bundled with and operates the CA Software licensed by Ordering Activity and pre-installed on the Hardware.

3. APPLIANCE OFFERING

3.1. CA shall provide the Hardware Appliance specified in the Authorized CA Partner's order with CA.

3.2. The terms for license and support for the underlying CA Software is covered separately under the Software Module.

4. FEES

4.1. Ordering Activity may order Hardware Appliance with, and pay the associated fees and other charges to an Authorized CA Partner or Prime Contractor. CA will deliver to Ordering Activity the Hardware Appliance specified in the Authorized CA Partner's order with CA.

4.2. Upon CA's receipt of payment from the Authorized CA Partner, Ordering Activity will own the Hardware free of any liens or encumbrances.

5. WARRANTY

5.1. Upon the purchase of a Hardware Appliance, CA will pass through to the Ordering Activity the applicable Hardware warranty. Such warranty will be provided for a period of twelve (12) months or more depending on the type of Hardware Appliance purchased. A copy of the applicable third party support warranty coverage is available under the "Get Support" section of CA's Support website located at https://support.ca.com.

6. WARRANTY REMEDY

6.1. To address a warranty issue on the Hardware, CA will provide Ordering Activity telephone assistance to access the third party Hardware support to address support issues with the Hardware.

6.2. Except for procuring third party warranty coverage for the Hardware as described above, the Hardware is provided on an "AS IS" basis and CA makes no warranties, and disclaims any and all express or implied warranties (including but not limited to warranties of merchantability or satisfactory quality or fitness for a particular purpose), with respect to the Hardware. None of the warranties specified in the Foundation Agreement or any other agreement shall apply to the Hardware.

7. ORDERING ACTIVITY REQUIREMENTS

7.1. Ordering Activity is solely responsible for use of the Hardware, including assuring proper supported environment configuration, CA software installation, and operating methods in accordance with the Hardware specifications and Documentation.

7.2. CA will not support modifications to the Hardware nor will it support the Hardware if Ordering Activity fails to comply with the terms of the Agreement to the extent such failure causes the Hardware's failure to perform in substantial accordance with the applicable Hardware documentation.

7.3. CA shall have no obligation to replace the Hardware, or provide additional hardware, in cases where future Versions or Releases (as such terms are defined in the Software Module) of the CA Software require an upgrade of or addition to such Hardware.

8. GENERAL TERMS

8.1. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel Hardware Appliance Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase

order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

Channel Education Module
U.S. Public Sector

1. INTRODUCTION

1.1. This Module for Education ("Education Module") specifies terms and conditions which apply to Education that CA will provide to Ordering Activity.

1.2. This Education Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Education Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Attendees" mean the participants authorized by Ordering Activity to attend or participate in the Education offerings as indicated in the Transaction Document.

2.2. "Course Materials" means any Education content provided to Ordering Activity in any media form pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by CA or a CA subcontractor.

2.3. "Education" means any standard or customized education offerings, training or instruction, or related services, provided by CA or a CA subcontractor in any format or location, including without limitation, (i) instructor led training, including at CA or Ordering Activity site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a CA or third party training facility.

3. EDUCATION OFFERING

3.1. CA shall provide the Education as specified in the Authorized CA Partner's order with CA.

3.2. CA may require the registration or pre-registration of Attendees in order to attend or access the applicable Education. Ordering Activity acknowledges that CA reserves the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education.

4. FEES AND CANCELLATION

4.1. The Parties acknowlede and agree that all terms governing the fees, payments, payment schedules, pricing and discounts for the applicable CA Offering procured by Ordering Activity under this Agreement are and shall be between solely Ordering Activity and their chosen Authorized CA Partner or Prime Contractor.

4.2. If CA cancels a class due to unforeseen circumstances, or low enrollment, CA will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Ordering Activity may reschedule the class to an alternative time.

4.3. Cancellation in writing by Ordering Activity must be provided at least ten (10) business days prior to the class. If such notice is not given CA may charge Authorized CA Partner up to 100% of the fees for the class. If fees are pre-paid, no refund will be provided to the Authorized CA Partner

4.4. Neither party shall be liable for any travel related fees or expenses incurred by the other party in relation to Education which such party has properly cancelled in compliance with this section.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. CA grants to Ordering Activity, a non-exclusive, non-transferable license to use the Course Materials for the internal use of the Ordering Activity, but limited to the specific Attendees and subject to terms of the Agreement. Ordering Activity shall be responsible for all use of the Education and Course Materials by its Attendees.

6. WARRANTY

6.1. If CA provides an instructor, the delivery of the Course Offering shall be provided in a professional, workman-like manner.

6.2. EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.

7. WARRANTY REMEDY

7.1. In the event of a breach of the Warranty section, Ordering Activity's remedy shall be, at CA's discretion and in consultation with Ordering Activity, to re-perform the Education at no additional charge to the Ordering Activity. These remedies are contingent upon the alleged breach not resulting from Ordering Activity's failure to abide by its obligations or to conform to the Course Materials.

8. GENERAL TERMS

Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel Education Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

1. INTRODUCTION

1.1. This Module for CA Software ("Software Module") specifies terms and conditions which apply to CA Software that CA will license to Ordering Activity and the Support that applies.

1.2. This Software Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITION

2.1. "Access" means use of CA Software remotely by an Authorized End User.

2.2. "Authorized End Users" means Ordering Activity as well as its employees and support contractors (but excluding any outsourcer, facilities management providers, managed service provider, or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Ordering Activity and not a third party.

2.3. "Authorized Use Limitation" means the quantity of the CA Software authorized by CA in accordance with the License Metric specified in the order between CA and the Authorized CA Partner.

2.4. "CA Software" means the computer software programs, either provided individually or packaged as a software appliance, made generally available and licensed to a Ordering Activity under this Module, including all Versions, Releases, provided as part of Support if applicable.

2.5. "Distributed" means the CA Software designated as distributed that is generally used for indepedent usage across individuals systems or hardware based on the Licensed Metric in a decentralized form of computing.

2.6. "Mainframe" means CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the Licensed Metric in a centralized form of computing.

2.7. "Maintenance" means the provision of new Releases made available while on active Support or new Versions if applicable to the generally available CA Software licensed by Ordering Activity.

2.8. "Perpetual License" means a license to use CA Software for an indefinite period subject to compliance with the Agreement.

2.9. "Release" means a general available release of a CA software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

2.10. "Subscription" or "UMF" (Usage and Maintenance Fee) license means a license to use CA Software for a specific period of time which shall include Support unless otherwise specified by CA in its order with the Authorized CA Partner.

2.11. "Support" means the provision of technical support and Maintenance provided for a particular CA Software as specified in the Authorized CA Partner's order with CA.

2.12. "Territory" is the location where Ordering Activity is authorized to install the CA Software as specified in the Authorized CA Partner's order with CA or the Prime Contractor.

2.13. "Version" means a release of a CA Software Product that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

3. SOFTWARE OFFERING & OBLIGATIONS

3.1. CA grants the Ordering Activity a limited, non-exclusive, non-transferable license, for the Term:

3.1.1. install and deploy the CA Software in the Territory up to the Authorised Use Limitation.

3.1.2. permit its Authorized End Users Access to the CA Software for Ordering Activity's and Affiliates' internal business wherever located. Ordering Activity hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Ordering Activity.

3.1.3. make a reasonable number of copies of the CA Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Ordering Activity's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Ordering Activity cannot operate the CA Software.

3.1.4. relocate CA Software to a new Ordering Activity location within the Territory upon prior written notice.

3.2. The specifications and specified operating environment information of the CA Software may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).

3.3. Upon request by CA, Ordering Activity agrees to provide records reasonably requested by CA to verify its compliance with the Authorized Use Limitation during the period in which Ordering Activity is licensed to use the CA Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable. Such reports will be based on the License Metric for the CA Software ordered for Customer by CA.

3.4. The grant of license is contingent upon Ordering Activity's compliance with the following obligations set out under this provision: Ordering Activity agrees, that it shall not: (i) access or use any portion of the CA Software not expressly authorized by CA or the Documentation of the CA Software; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the CA Software; (iii) modify, unbundle, or create derivative works of the CA Software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the CA Software or use the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation; (vi) use the CA Software beyond the Authorized Use Limitation.

3.5. CA reserves the right, on reasonable notice to the Ordering Activity and subject to any security measures the Ordering Activity deems appropriate, to conduct an audit remotely or onsite of Ordering Activity and/or its Affiliates facilities to verify Ordering Activity's compliance with the terms of the Agreement. CA agrees that such audit shall be conducted during regular business hours at Ordering Activity's offices and CA shall endeavor to conduct such audit so as not to interfere unreasonably with Ordering Activity's activities and/or use an independent third party to conduct the audit subject to terms of non-disclosure if required.

3.6. All rights not specifically granted hereunder are expressly reserved.

4. SUPPORT OFFERING

4.1. If Support is purchased by Ordering Activity, CA will provide Ordering Activity with technical support for the CA Software, according to the Support specified in the Authorized CA Partner's order with CA, to operate according to the Documentation, help desk support and Maintenance for the CA Software based on Support guidelines as described on http://www.support.ca.com.

4.2. In order to initiate an issue, Ordering Activity will provide CA sufficient information so that CA can provide assistance to Ordering Activity in a timely manner.

4.3. CA will provide a minimum of twelve months prior written notice to Ordering Activity if CA ceases to provide new Versions or Releases for a CA Software product.

4.4. CA will renew Support for Ordering Activity's use of the CA Software upon its acceptance of an order with an Authorized CA Partner for such Support.

5. THIRD PARTY TERMS

The CA Software may contain third-party software components. Ordering Activities are advised to review any additional terms, notices, and/or information applicable to third-party software components, which are available at https://support.ca.com/prodinfo/tpterms.

6. PERFORMANCE WARRANTY

6.1. For Distributed Software. CA warrants that the CA Software will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software to Ordering Activity subject to Ordering Activity's compliance with the Agreement.

6.2. For Mainframe Software. CA warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Ordering Activity's compliance with the Agreement.

7. PERFORMANCE WARRANTY REMEDY

7.1. If CA has breached either warranty set forth in the section entitled: Performance Warranty, Ordering Activity's remedy is for CA to, in consultation with Ordering Activity, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) mutually agree to terminate the license

and provide a pro-rata refund to the Authorized CA Partner of the license fees paid and or Support fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the CA Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

7.2. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the CA Software is not modified and is being used in accordance with CA Documentation, and (iii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

7.3. **THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY CA. NO OTHER WARRANTIES, INCLUDING THAT THE CA SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.**

8. ACCEPTANCE

8.1 All CA Software is deemed accepted upon issuance of an order to CA from CA Authorized Partner.

9. VIRTUALIZATION

When CA Software is used on multiple machines (physical and "virtual"), each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation for that CA Software. A "virtual" PC or server environment is created where Virtual Machine Technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.

10. NEW PRODUCT LANGUAGE AND DISTRIBUTED CA SOFTWARE EXCLUSION

10.1 In addition to and separate from unspecified upgrades and enhancements to be provided as maintenance under the initial Term specified in the order with Authorized CA Partner (together with any extension(s) or renewal(s) thereof, the "Term" for purposes of this section), in the event CA develops a new release of a mainframe CA Software that it designates and makes generally available as a new product (typically containing new functions in addition to or different from existing functionality (a "New Product"), then upon CA's receipt of Ordering Activity's written request and without additional charge, such currently unspecified mainframe New Product shall be made available for use by the Ordering Activity during the Term, on the same basis as applies to such mainframe CA Software, even if CA then determines to charge a separate license fee for the mainframe New Product to CA's other licensees.

10.2 Such rights shall not extend to any Hardware provided under this Agreement. Notwithstanding anything to the contrary in the Agreement by and between the parties hereto (i) the Distributed CA Software herein shall not be construed as a "New Product" for the purposes of any prior agreement between the parties; and (ii) the provisions of any "New Product" provision in any prior agreement shall not apply to the distributed CA Software herein or any subsequent license for CA Software.

11. NIMSOFT ON PREMISE

11.1. **The following terms are modified or added for all Nimsoft transactions to the extent consistent with U.S. Federal law:**

11.1.1. **Section 2.4**: "Nimsoft Software" means the computer software programs, made generally available and licensed to a Ordering Activity under this Module, including all Versions, Releases, provided as part of Support if applicable."

11.1.2. **Section 4.1: "**If Support is purchased by Ordering Activity, CA will provide Ordering Activity with technical support for the Nimsoft Software, according to the Support specified in the Authorized CA Partner's order with CA, to operate according to the Documentation, help desk support and Maintenance for the Nimsoft Software pursuant to the following: http://www.nimsoft.com/content/dam/nimsoft/documents/un-secure/agreements/nimsoft-us-support-agreement.pdf."

11.1.3. **Add as Section 15: "15. REPORTS.** Ordering Activity agrees to prepare and submit monthly reports to the CA Authorized Reseller and CA that shall include, without limitation, information detailing the use of the Nimsoft Software pursuant to the license metrics applicable to the Software ("Report"). Ordering Activity shall submit each Report to CA Authorized Reseller and CA on the fifteenth day of each calendar month."

11.1.4. **Add as Section 16:** "**16. OVERAGE**. If the Report shows the Ordering Activity has exceeded the Authorized Use Limitation at any time during a month, such Report shall constitute the basis for a claim to the relevant Contracting Officer pursuant to the Contract Disputes Act and FAR 52.233-1. In no event may the Perpetual License or Subscription License quantity be lowered below the original number ordered."

12. GENERAL TERMS

12.1. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this

Channel Software Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

Attachment A to Channel Software Module
Definitions and License Metrics

APPLICABILITY

The following definitions and License Metrics shall apply to the CA Software licensed by Ordering Activity to the extent such terms and/or CA Software are included in Ordering Activity's agreement with Authorized CA Partner or Prime Contractor:

Arcot

"Tier Servers" means single server of any tier up to and including Tier 9 Server. "Server" shall designate a specialized computer or a serial of processors assigned to store and to distribute information to and from Customer's personal computer (workstations). Linked to a company network, it enables a shared access to the files and a printing service support. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis.

CA Access Control Premium Edition

"Managed Device" means a virtual or physical machine to which the CA Software controls access.

CA Access Control Privileged User Password Management (PUPM)

"Managed Device" means a virtual or physical system or application whose privileged account passwords are being managed by the CA Software, including but not limited to operating system instances, databases, applications, Command Line Interface Software Development Kits, Open Database Connectivity/Java Database Connectivity applications, Windows services and managed tasks, and managed configuration files. When CA Software is used (i) in connection with a Managed Device or (ii) in connection with a virtual or physical system or application that leverages or interoperates with a Managed Device (a "Password Consumer System or Application"), each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation.

CA Automation Suite for Data Centers

A "Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores. CA Configuration Automation program is included in the delivery of CA Automation Suite for Data Centers for use in server environments managed under CA Automation Suite for Data Centers license. Use of this program with server environments not managed by CA Automation Suite for Data Centers requires a separate license for additional fees. Systems Performance for Infrastructure Manager (SystemEDGE) and Virtual Assurance for Infrastructure Manager AIMS components are included in the delivery of the CA Automation Suite for Data Centers for use only with this product. Use of these components with other CA products requires a separate license for additional fees.CA IT Client Management solution consists of CA Software Delivery, CA Asset Management, CA Remote Control programs and is included in the delivery of the CA Automation Suite for Data Centers. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.CA Asset Intelligence and CA Patch Manager programs are included in the delivery of the CA Automation Suite for Data Centers. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.CA Process Automation program is included in the delivery of CA Automation Suite for Data Centers. CA Process Automation includes two Orchestrators, all non-Premium Connectors, unlimited Agents and 75 Concurrent Processes per Orchestrator. Additional Orchestrators and Premium Connectors are available as an add-on option at additional cost. "Agent" means a single installation of the agent software component of the CA Process Automation program on a specific operating system which can be identified as unique host identification on a physical or virtual hardware server. "Orchestrator" means a single installation of the Orchestrator software component of the CA Process Automation program on a specific operating system which can be identified as unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator. "Connector" is the software program connecting the CA Process Automation program with specific named third party software or other CA software. For example, CA Process Automation Connector For CA Service Desk connects CA Process Automation with CA Service Desk. Each Connector may only be used to connect the CA Software with the specific named third party software or CA software program. "Premium Connector" means a Connector identified by CA in the Order Form. "Process instance" means a single copy of a Process definition that has been scheduled to run (Queued state), is running (Running state), or has completed running (Failed or Completed state) on a particular "Orchestrator".



"Concurrent Processes" means the number of CA Process Automation Process instances that are marked in the Running state within an Orchestrator at any given time.

CA AutoSys Workload Automation

"Instance" means the number of copies of CA AutoSys Workload Automation installed in your physical and/or virtual environment.

CA Clarity Project & Portfolio Manager

"CA Software" means the CA Clarity Project and Portfolio Manager (also known as CA Clarity PPM). CA Clarity PPM is licensed by Environment and the number of Users (Manager, Team Member or Viewer). Customer is granted the right to install and use CA Clarity PPM in not more than three (3) Environments, of which only one (1) may be a production Environment. An "Environment" can consist of any or all of the following, provided that all of the servers in the Environment function as one logical Environment: one or more application servers, search servers, report servers, background servers, and/or database servers. Typical examples of Environments include production Environments, development Environments and test Environments. A production Environment is a computer system used to process an organization's daily work on a real-time operation, not systems used only for development and testing. "Manager User" means Customer's designated users who have full use of and access to the functions within CA Clarity PPM. "Team Member User" means Customer's designated users who have limited rights to the functions within CA Clarity PPM, and may only (i) view data and run reports in all licensed products; (ii) collaboratively participate in processes, discussions and document sharing and receive notifications in all licensed products; (iii) view project tasks and calendars, and report and approve time and project status; and (iv) enter and view status of ideas. "View Only User" means Customer's designated users who have limited rights to the functions within CA Clarity PPM and may only (i) view data and run reports; (ii) originate idea workflows, and participate in the continuation of those workflows.

CA Client Automation

A "Managed System" is any physical or virtual computer system that can host an operating system, including, but not limited to, a desktop computer or laptop computer, used by an end-user as part of their job function to access data, applications and resources, that is administered or managed by CA Client Automation by way of a management infrastructure, whether a CA management agent resides on the system or not. This includes laptops, desktops and virtual desktops running Windows, Macintosh and Linux operating systems, and it excludes Windows Servers, Linux Servers and UNIX systems. The management infrastructure components, such as Domain Manager, Scalability Server, and System Engine, that run on server platforms do not require a separate license, except if these systems themselves are being managed by an active agent for purposes other than serving as the CA Client Automation management infrastructure.

CA Client Automation consists of:
CA IT Client Manager
CA Patch Manager
CA Desktop Migration Manager
CA Asset Intelligence
CA Workflow for CA IT Client Manager (it is included in the delivery of CA Client Automation for use only for automating workflows inside CA Client Automation and between CA Client Automation and other software programs)

CA Configuration Automation:

The CA Software is licensed by the number of Physical Sockets. A "Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Database Performance

CA Database Performance is licensed by the number of CPUs when used as a distributed product. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously. With the Authorized Use Limitation as "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with databases monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with databases monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing databases(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

CA Systems Performance for Infrastructure Managers (formerly known as "CA SystemEdge") is a separate program included in the delivery of CA Database Performance. Customers can use this program only for communication with other CA Technologies tools and/or monitoring CA Technologies software systems only. Full functionality of the program to monitor and manage servers requires a separate license with additional fees.

CA DLP

CA DLP includes CA DLP Enterprise Suite, CA DLP Platform & Surveillance, CA DLP Endpoint, CA DLP Stored Data, CA DLP Message Server and CA DLP Network. CA DLP Network and CA DLP Enterprise Suite (which includes CA DLP Network) require and may only be used on a licensed CA DLP Network Appliance.

"CA DLP Network Appliance" means the hardware that operates the CA DLP Network. "User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless specified on the Order Form, a User shall not be counted more than once or a concurrent basis. If an Appliance is included with the CA Software, Support for an Appliance is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Enterprise Log Manager

"Agent" means a single installation of the agent software on a specific operating system instance which can be identified as a unique host identification on a hardware server. A hardware server may have multiple operating system instances installed on it (through partitioning or virtualization). Each instance of the operating system on a partitioned/virtualized server must license an agent if required for job scheduling purposes. "Node" means, in a communications system, a network junction or connection point. Any system or device connected to a network is also called a node or cluster. "Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA ESP Workload Automation
(MIPS Based license. Operating System is IBM z/OS)

CA ESP Workload Automation is licensed by the specified number of MIPS (the "Authorized Use Limitation in MIPS"). "MIPS" means millions of instructions per second. The MIPS capacity of a computer shall be calculated by reference to CA's published schedules of the MIPS capacity and if a computer isn't listed then the manufacturer's published specifications should apply. In the event that any particular computer is not accounted for on CA's schedule, the manufacturer's published specification of MIPS capacity shall control. Further, in the event a special purpose processor, designed to perform one or more dedicated functions, is being used as a general purpose processor, CA shall treat such processor as a general purpose processor for purposes of calculating Authorized Use Limitation in MIPS. "Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated. Customer may use the CA Software only on the specific computers upon which the CA Software is installed to run at the Customer Site or on computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software, subject to the aggregate MIPS capacity not exceeding the Authorized Use Limitation in MIPS.

CA Fast Unload for Distributed Databases:

The CA Software is licensed by the number of servers. “Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Federation Manager:

(a) “Federate” means to link or bind two or more entities together, enabling identity, account, attribute, authentication, and authorization federation across different trust realms.
(b) “Federation” means a relationship or an association between a specific system entity’s identified users, partners or accounts.
(c) “Federation Partner” means an internal or external entity (i) for which a unique federation configuration is required in order to join a Federation, and (ii) with whom Customer interoperates using Federation Manager, with or without SAML AA.
(d) “Federation Partnership Licensee” means the Federation Partner designated by Customer as licensed to use SAML AA or Federation Manager in accordance with the provisions of the Agreement and who has agreed in writing to Customer terms and conditions substantially similar to the Federation Manager and SAML AA license provisions contained herein, as well as the confidentiality provisions contained in the Agreement. Such Federation Partnership Licensee shall not have any right to further copy, distribute, or otherwise transfer such software or any rights therein, notwithstanding any provision of the Agreement to the contrary. With regard solely to such Federation Partner’s use of the Licensed Programs in accordance herewith, the term “Customer” in the Agreement includes such Federation Partner.
(e) “Federation User” means any user who is allowed to use a Federation via the specific configuration of Federation Manager that Customer deploys. A Federation User shall not be counted more than once or on a concurrent basis.

CA GEN ENC Cross-Gen Opt Linux

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN Implementation Toolset

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN TRANSACTION Enabler

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN TRANSACTION Enabler User Fnl

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN WRKSTN Cross-Gen Linux

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Non Tier Servers" means single server of any tier up to and including Tier 9 Server.

CA Identity Manager

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA Identity Manager. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA Identity Manager may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA Identity Manager separately licensed by such contractor. "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA Identity Manager separately licensed by such vendor or partner.

CA Infrastructure Insight

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Insight consists of CA Spectrum Infrastructure Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Insight for use only for monitoring the databases included in CA Infrastructure Insight. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Insight for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Insight. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Infrastructure Management

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Management consists of CA Spectrum Infrastructure Manager, CA eHealth Performance Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Management for use only for monitoring the databases included in CA Infrastructure Management. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Management for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Management. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Infrastructure Performance

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Performance consists of CA eHealth Performance Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Performance for use only for monitoring the databases included in CA Infrastructure Performance. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Performance for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Performance. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Insight Database Performance Manager

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.CA Systems Performance for Infrastructure Managers (formerly known as "CA System Edge") Limited Use, is a separate program included in the delivery of CA Insight Database Performance Manager. The customers can use this program only for communication with other CA Technologies tools and/or monitoring CA Technologies Software systems only. Full functionality of the program to monitor and manage servers requires a separate license with additional fees.

CA IT Asset Manager

"CA Software" means the CA IT Asset Manager and CA Software Compliance Manager. A "Managed System" is any physical or virtual desktop, laptop, server, and tablet computer that may be tracked and/or managed by the CA Software, based upon user-supplied unique designations to identify such computers, regardless of use purpose including non-production, spares, or disaster recovery. If the optional component CA Software Compliance Content Subscription is listed on the applicable Order Form, Customer is granted a term license to use such content with CA Software Compliance Manager or CA IT Asset Manager beginning on the Term Start Date and ending on the Term End Date. The subscription fees for CA Software Compliance Content Subscription include the right to receive content updates during the Term of the content subscription. Such license for CA Software Compliance Content Subscription shall renew at the option of the Ordering Activity and be extended for successive periods equivalent to the original subscription Term, subject to the parties' agreement concerning fees to be paid during each such extended term. Use of the CA Software is limited as to several components included unless separately licensed. Software technology for Software Distribution, Remote Control and Asset Discovery and Inventory (CA IT Client Management) are included with CA Software Compliance Manager and CA IT Asset Manager, however the only authorized use is the ability to import Microsoft SMS 2003 or Microsoft SystemCenter Configuration Manager 2007 through the CA Asset Converter for Microsoft SMS, importing inventory from other third party discovery tools using the Asset Collector technology and CA IT Client Manager technology. Explicitly, Customer is not licensed to use the software distribution, remote control technologies as well as the full asset inventory and discovery agents. Use of the CA Software or CA Software Compliance Content Subscription is not a substitute for Customer's compliance with any laws (including but not limited to any act, statute, regulation, requirement, rule, standard, directive, administrative order, executive order, etc. (collectively, "Laws")). Customer should consult with competent legal counsel regarding any such Laws. Use of the CA Software or CA Software Compliance Content Subscription is not a substitute for Customer's compliance with its contractual obligations. The CA Software and CA Software Compliance Content Subscription require Customer to (i) manually or electronically enter or (ii) make decisions regarding software license data and other information for purposes of tracking authorized use, compliance with its software license contractual obligations and other information ("Data Entry"). Notwithstanding the provisions of any warranty to the contrary, CA makes no warranty with respect to the CA Software or CA Software Compliance Content Subscription failure, error, omission or inaccuracy to the extent that any such failure, error, omission or inaccuracy relates, in whole or in part, to Data Entry errors, omissions, decisions, inaccuracies, misinterpretations or otherwise.

CA IT Client Manager

"Managed System" is any physical or virtual computer system that can host an operating system, including, but not limited to, a desktop computer, server, or laptop computer, that is administered or managed by the CA Software (IT Client Manager / IT Inventory Manager) by way of a CA management agent, whether it resides on the asset or not. A "Non-CA managed system" has their inventory gathered by a non-CA management agent; however, the information about that asset is still stored in the Management Database (MDB). This asset information may have been obtained using the SMS Connector or Asset Collector. If Customer is licensed for CA IT Client Manager Patch Subscription, Customer is granted a term license to use such program with CA IT Client Manager beginning on the Term Start Date and ending on the End Date for the subscription term. The term license for the CA IT Client Manager Patch Subscription shall renew at the Ordering Activity's option and be extended for successive periods equivalent to the original term, subject to the parties' agreement concerning fees to be paid during each extended term.

CA Mainframe for IBM Rational Developer for System z Unit Test (CA Mainframe Suite for RDz UT):

a) Additional license rights to the CA software program(s) referenced below ("CA Software") are provided under the following terms and conditions in addition to any terms and conditions referenced (i) on the Order Form entered into by you and the CA entity ("CA") through which you obtained a license for the CA Software and (ii) in the software license agreement between you and CA for the CA Software. These terms shall be effective from the effective date of the Order Form.

b) **Program Name:** CA Mainframe Suite for IBM Rational Developer for System z Unit Test ("RDz UT")

c) Specified Operating Environment

The license rights set forth herein apply only to CA Software separately licensed from CA for the z/OS environment and for use hereunder only in the IBM RDz UT environment.

d) CA Software

CA Software for IBM RDz UT Environment:

CA 1™ Tape Management, CA TLMS® Tape Management
CA ACF2™, CA ACF2™ Option for DB2
CA Aion® Business Rules Expert
CA Auditor for z/OS, CA Cleanup
CA Bundl®
CA Cleanup
CA Compliance Manager for z/OS
CA Database Management for DB2 for z/OS
CA Database Management for IMS for z/OS
CA Datacom®
CA Deliver™
CA Disk™ Backup and Restore
CA Dispatch™
CA Easytrieve®
CA Endevor® Software Change Manager
CA FileMaster™ Plus, CA FileMaster™ Plus IMS
CA Gen
CA Gener/OL
CA IDMS™
CA InterTest™ for CICS, CA InterTest™ Batch
CA JCLCheck™ Workload Automation
CA JobTrac™ Job Management
CA Librarian®
CA Mainframe Application Tuner
CA Mainframe Software Manager™
CA NetMaster® File Transfer Management, CA NetMaster® Network Automation, CA NetMaster® Network Management for SNA, CA NetMaster® Network Management for TCP IP
CA Optimizer®/II
CA Panvalet®
CA Roscoe®

CA Scheduler® Job Management
CA Spool™
CA SymDump® Batch, CA SymDump® for CICS
CA Telon®
CA Top Secret®, CA Top Secret® Option for DB2
CA UFO™
CA View®
CA Workload Automation CA 7® Edition, CA Workload Automation ESP Edition, CA Workload Automation Restart Option EE, CA Workload Automation Restart Option for z/OS Schedulers
CA XCOM™ Data Transport®

e) Licensing Model and Terms

The license rights set forth herein authorize you to use CA Software for which you are separately licensed only in the IBM RDz UT environment for non-production purposes. During the term of this license, you must also be licensed to use the IBM RDz UT environment. Use of the CA Software in any other environment or in the RDz UT environment for production purposes is expressly prohibited. This restriction does not change your existing license rights to use the CA Software in a production environment. A production environment is a computer system used to process an organization's daily work on a real-time operation and is not a system used only for development and testing. During the term of this license, if you license additional CA Software, the license rights granted herein apply to such subsequently licensed CA Software.

The license rights are provided on a “per Seat” basis. “Seat” means a single person or identity whose access and use rights can be authenticated, authorized, or administered, or who has the ability to view content aggregated or managed by the CA Software. In general, a Seat shall not be counted more than once or on a concurrent (logged-in) basis. One Seat license shall authorize you to use any of the CA Software for which you are separately licensed in the RDz UT environment. The term of this license (the “Term”) is the lesser of: (i) one (1) year; (ii) the term end date for the applicable separately licensed CA Software; or (iii) the term end date for your use of the IBM RDz UT environment. Any termination under clauses (ii) or (iii) immediately above shall not result in refund of any license fees paid hereunder. Subject to the limitations set forth in clauses (i) (ii) and (iii) immediately above, any renewal or extension of the license term for the separately licensed CA Software or the IBM RDz UT environment, as the case may be, shall continue the Term of this agreement for the period identified above. If you have multiple CA Software products with different term end dates, the license rights granted herein terminate as to each specific CA Software product in the lesser of one (1) year or when the applicable term license for such CA Software ends. Termination of license rights hereunder shall not terminate your license to any CA Software product.

CA does not provide support for the CA Software in the RDz UT environment. Any issues with the CA Software in the RDz UT environment must be reproduced by you in the z/OS environment and reported as such through CA Technologies normal support process for the CA Software.

CA NetQoS NetVoyant

"Device” means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines. Endpoint devices used solely as IP telephones are not considered to be Devices, unless the CA Software is specifically licensed by the number of phones. For the purposes of CA NetQoS Unified Communication Monitor only, endpoint devices used solely as IP telephones are considered to be Devices. When the Authorized Use Limitation is “Device”, the calculation with respect to the number of Licenses is determined as follows:

1. For network-connected devices, in non-virtual server environments, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

2. For network-connected devices, in non-virtual server environments, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, in non-virtual environments, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA NetQoS Reporter Analyzer

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines. Endpoint devices used solely as IP telephones are not considered to be Devices, unless the CA Software is specifically licensed by the number of phones. For the purposes of CA NetQoS Unified Communication Monitor only, endpoint devices used solely as IP telephones are considered to be Devices. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

1. For network-connected devices, in non-virtual server environments, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

2. For network-connected devices, in non-virtual server environments, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, in non-virtual environments, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA RegFort:

CA RegFort is licensed by the number of Users or Issuance.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA RegFort or who has the ability to view content aggregated or managed by CA RegFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

"Issuance" means any activity in the life cycle of a Public Key Infrastructure credential that is managed by CA RegFort, including, but not limited to, creation of a new credential, revocation, renewal, re-issue or update of the credential.

"RegFort Client" means a portion of CA RegFort which enables end-users to interface with smartcards and tokens.

Limited License Grant. In addition to the rights granted in the applicable license agreement, CA grants Customer and its affiliates a nonexclusive license to distribute RegFort Client to end-users. Customer may use Customer's logo and name with the RegFort Client. No title to or ownership of the RegFort Client is transferred to Customer.

CA RiskFort:

CA RiskFort is licensed by the number of Users.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA RiskFort or who has the ability to view content aggregated or managed by CA RiskFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

CA Role and Compliance Manager

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. An "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA Role and Compliance Manager may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA Role and Compliance Manager separately licensed by such contractor. An "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA Role and Compliance Manager separately licensed by such vendor or partner.

CA Server Automation

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Systems Performance for Infrastructure Manager (SystemEDGE) and CA Virtual Assurance for Infrastructure Manager AIMS components are included in the delivery of the CA Server Automation for use only with this product. Use of these components with other CA products requires a separate license for additional fees.

CA IT Client Management solution consists of CA Software Delivery, CA Asset Management, CA Remote Control programs and is included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

CA Asset Intelligence and CA Patch Manager programs are included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

CA Service Desk Manager

"CA Software" and "SDM" mean the CA Service Desk Manager – Analyst License, CA Service Desk Manager - Full License, or CA CMDB Manager Servers described herein in object code form. CA Service Desk Manager-Full License and CA Service Desk Manager-Analyst License are licensed on a Concurrent Analyst basis. In CA Service Desk Manager-Full License, CA Service Desk Manager-Analyst License, the authorized users are assigned various roles based upon the functions needed to accomplish designated tasks. "Concurrent Analyst", in the context of CA Service Desk Manager, means a software license that is based on the number of simultaneous (concurrent) users accessing the program. For the purpose of SDM, all roles (for example: Analyst, Manager, Administrator), and programmatic API and/or web services calls require a license. The Software does not prohibit additional users from access, but does log a license exception for auditing purposes. Customer is entitled to have the specified number of Concurrent Analysts access CA Service Desk Manager simultaneously. For CA Service Desk Manager-Full License, CA Service Desk Manager-Analyst License, You are also licensed for End-User Self-Service, which is granted to the employee and customer roles to allow for the creation, modification, and closure of a ticket on their own behalf, but not on behalf of someone else. CA Service Desk Manager-Full License includes a limited entitlement to CA Cohesion, and use of CA Cohesion is restricted to a maximum of one hundred (100) Managed Servers. Use for additional Servers requires additional licenses for CA CMDB Managed Server. CA Service Desk Manager-Analyst License does not include the CA Cohesion entitlement. CA CMDB Managed Servers is licensed by the number of Servers. "Managed Servers" means a virtual or physical Server managed by CA Software. "Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Service Desk Manager includes a limited entitlement to CA Business Intelligence. This entitlement is restricted to use within the context of reporting for SDM only. Specifically, SDM reports created using CA Business Intelligence may access and incorporate data created by, derived from, or used by SDM or third party data sources, provided that such data facilitates or augments data for Customer's use of SDM.

CA Service Desk Manager includes a limited entitlement to CA Process Management for Workflows. This entitlement is restricted to use within the context of Workflows associated with SDM only. This entitlement includes: the Service Desk Manager connector; three (3) Custom Operators; and five (5) Agents. This entitlement does not include any Premium Connectors. Multiple Orchestrators can be deployed with the constraints specified herein. There are no license limitations on the number of concurrent processes per Orchestrator.

For the purpose of CA Process Management for Workflows, "Agent" means a single installation of the agent software component of the CA Process Management for Workflows on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server.

For the purpose of CA Process Management for Workflows, "Connector" is the software program connecting CA Process Management for Workflows with specifically named third-party software or other CA software. For example, "CA Process Management for Workflows Connector for CA Service Desk Manager" connects CA Process Management for Workflows with CA Service Desk Manager. Each Connector may only be used to connect the CA Software with the specific named third-party software or CA software program.

For the purpose of CA Process Management for Workflows, "Custom Operator" means a type of automation object within the CA Process Management for Workflows that can be created to enhance, modify, or restrict the capabilities of an existing "Connector".

For the purpose of CA Process Management for Workflows, "Orchestrator" means a single installation of the Orchestrator software component of CA Process Management for Workflows on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator.

CA SiteMinder

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. An "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA SiteMinder may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA SiteMinder separately licensed by such contractor. An "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA SiteMinder separately licensed by such vendor or partner.

CA SOA Security Manager

"Secured Web Service" means a software system designed to support interoperable machine-to-machine interaction over a network which needs to be secured from unauthorized access, software routines or components that is or are intended to disable, erase, or otherwise harm software, equipment, or data, or cause other similar damage. This web service can be a URI or web services End point defined in a WSDL file. "URI" (Uniform Resource Identifier) means a compact string of characters for identifying an abstract or physical resource. “End point” means a specific location for accessing a web service using a specific protocol and data format. "WSDL" (Web Service Definition Language) means an XML (Extensible Markup Language) format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. "User" means a single person, application or identity listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software or who has the ability to view content aggregated or managed by CA SOA Security Manager. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

CA SOA Security Manager with Gateway

CA SOA Security Manager is licensed in number of Secured Web Services and Users. CA SOA Security Gateway is licensed in number of Instances. "Secured Web Service" means a software system designed to support interoperable machine-to-machine interaction over a network which needs to be secured from unauthorized access, software routines or components that is or are intended to disable, erase,

or otherwise harm software, equipment, or data, or cause other similar damage. This web service can be a URI or web services End point defined in a WSDL file. "URI" (Uniform Resource Identifier) means a compact string of characters for identifying an abstract or physical resource. “End point” means a specific location for accessing a web service using a specific protocol and data format. "WSDL" (Web Service Definition Language) means an XML (Extensible Markup Language) format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. "User" means a single person, application or identity listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA SOA Security Manager or who has the ability to view content aggregated or managed by CA SOA Security Manager. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis. "Installation" means the number of copies of CA SOA Security Manager installed in the Customer’s physical and/or virtual environment.

CA Spectrum Infrastructure Manager

"Managed Network Device” means a virtual or physical network-connected device with less than 200 ports that is managed by CA Spectrum Infrastructure Manager and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, virtual or physical servers, and virtual or physical machines, but excluding endpoint devices such as IP telephones.

CA Spectrum Service Assurance

“Site” or “Installation” means use of CA Spectrum Service Assurance in a data center comprised of one or more CPUs conforming to the following conditions: Two or more CPUs will be considered part of the same site if (i) the CPUs are located in a single building, (ii) each CPU shares access to data storage and peripheral devices with one or more of the other CPUs without requiring any programming interface to another CPU, and (iii) the CPUs function as a data processing facility under common data processing operations supervision. Use of CA Spectrum Service Assurance on two or more CPUs will be considered multiple and separate sites if all of the foregoing conditions of a single site are not satisfied, regardless of (i) whether they occupy different floors or locations in the same building or share the same mailing location address, or (ii) the extent to which the CPUs are integrated within a network or serve a functional role as part of a larger data processing organization. Customer is granted the right to deploy CA Spectrum Service Assurance at the Sites with the addresses listed in the Order Form. Customer may change and amend the addresses of the Sites by notice to CA providing that the total number of Sites listed does not exceed the number listed in the Order Form. “Connection” means a data source indicated by CA Spectrum Service Assurance to have a connector status of “Online”. A Connection may consist of a connection to a CA Software product (i.e. CA Wily, CA Spectrum), a third party product (i.e. HPOV), or a custom application. “Data source” means any software application that provides data to CA Spectrum Service Assurance.

CA SYSVIEW for CA Wily APM

Customer is granted a limited license to use CA SYSVIEW for CA Wily APM solely for the integration with CA Wily APM or CA Wily Introscope 8.2 or above (“CA Wily”). With this license, Customer is only authorized to install, configure and use CA SYSVIEW for CA Wily APM components to support its authorized use with CA Wily to provide mainframe performance metrics to CA Wily and trace transactions tagged by CA Wily that perform activity on the mainframe. Customer may not use CA SYSVIEW for CA Wily APM for other purposes. Any additional use requires a separate non-restricted license. In the event Customer chooses to increase its Authorized Use for CA Wily, Customer must also increase its Authorized Use for CA SYSVIEW for CA Wily APM and pay all applicable additional license and maintenance fees related thereto in order to use CA SYSVIEW for CA Wily APM with such increased CA Wily capacity. Additional use of CA Wily without obtaining a separate non-restricted license may be the basis for filing a claim with the relevant Contracting Officer under the Contract Disputes Act and FAR 52.233-1.

CA TSreorg for Distributed Databases

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Virtual Assurance

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

If an Appliance is included with the CA Software, Support for an Appliance is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Virtual Automation

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Virtual Configuration

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Virtual Performance Management (CA VPM)

"CPU" or "Processor" means central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A Processor may not exceed a maximum of 12 processing cores.

CA WebFort:

CA WebFort is licensed by the number of User Credentials and Users.

"Credential" means an attestation of qualification, competence, or authority issued to a User by the CA Software.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA WebFort or who has the ability to view content aggregated or managed by CA WebFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

"User Credentials" means the number of Credentials set forth on the Order Form to be issued to the Users who are authorized to access and use CA WebFort. Each User may have more than one credential for different verification methods.

"ArcotID Client" or "ArcotOTP Client" means portions of CA WebFort which enable end-users to use the ArcotID and ArcotOTP credentials.

Limited License Grant. In addition to the rights granted in the applicable license agreement, CA grants Customer and its affiliates a nonexclusive license to distribute the ArcotID Client or ArcotOTP Client to end users. Customer may use Customer's logo and name with the ArcotID Client or ArcotOTP Client. No title to or ownership of the ArcotID Client or ArcotOTP Client is transferred to Customer.

CA Wily Application Performance Management v9 (CA Wily APMv9)

CA Wily APMv9 is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units ("MSUs") and number of System z Application Assist Processors ("zAAPs") and number of System z Integrated Information Processors ("zIIPs") or (b) number of integrated facilities for Linux ("IFLs"), when used in the mainframe environment. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously ("Virtual Machine Technology"). When the

Authorized Use Limitation is “CPU” or “Processor”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

CA Wily Transaction Impact Monitor (“TIM”) “Software Appliance” means the software running TIM on Customer’s network feed to capture http/https transactions necessary for the Customer Experience analysis portion of CA Wily APMv9. Customer is responsible for providing hardware on which to run the TIM Software Appliance that meets CA’s specifications. Customer must license a copy of the TIM Software Appliance for each physical server (regardless of the number of CPUs) on which a TIM Software Appliance will be installed and configured.

CA Wily Application Performance Management (CA Wily APM)

CA Wily APM is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units (“MSUs”) and number of System z Application Assist Processors (“zAAPs”) and number of System z Integrated Information Processors (“zIIPs”) or (b) number of integrated facilities for Linux (“IFLs”), when used in the mainframe environment. “CPU” means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously. When the Authorized Use Limitation is “CPU” or “Processor”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by CA Wily APM.

An Appliance is a CA-supplied physical server (“Hardware”) that is bundled with and used to operate the CA Software licensed by Customer which is pre-installed on the Hardware. Support is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com. Customer must acquire at least one license (per CPU, MSU or IFL) in order to purchase a CA Wily Transaction Impact Monitor (“TIM”) or CA Wily Transaction Event & Statistics Server (“TESS”). Both a TIM and a TESS are required for any production installation. CA Wily Solutions for Lab Environments (“Wily LAB”) is a single Appliance that contains TIM and TESS capabilities but is not supported for a production environment. The Wily LAB system includes one CPU license for CA Wily APM at no additional charge.

CA Wily Customer Experience Manager (CA Wily CEM)

CA Wily CEM is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units (“MSUs”) and number of System z Application Assist Processors (“zAAPs”) and number of System z Integrated Information Processors (“zIIPs”) or (b) number of integrated facilities for Linux (“IFLs”), when used in the mainframe environment. “CPU” means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously (“Virtual Machine Technology”). When the Authorized Use Limitation is “CPU” or “Processor”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

An Appliance is a CA-supplied physical server (“Hardware”) that is bundled with and used to operate the CA Software licensed by Customer which is pre-installed on the Hardware. Support is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com. Customer must acquire at least one license (per CPU, MSU or IFL) in order to purchase a CA Wily Transaction Impact Monitor (“TIM”) or CA Wily Transaction Event & Statistics Server (“TESS”). Both a TIM and a TESS are required for any production installation. CA Wily Solutions for Lab Environments (“Wily LAB”) is a single appliance that contains TIM and TESS capabilities but is not supported for a production environment. The Wily LAB system includes one CPU license for CA Wily CEM at no additional charge.

CA Wily Introscope

CA Wily Introscope is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units ("MSUs") and number of System z Application Assist Processors ("zAAPs") and number of System z Integrated Information Processors ("zIIPs") or (b) number of integrated facilities for Linux ("IFLs"), when used in the mainframe environment. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously ("Virtual Machine Technology"). When the Authorized Use Limitation is "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is "MSUs", "zAAPs", or "zIIPs" (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An "LPAR" means the division of a computer's processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications. When the Authorized Use Limitation is "IFLs", the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

CA Workload Automation

"Instance" means the number of copies of the CA Software installed in the Customer physical and/or virtual environment.

CA XCOM Data Transport for Windows Family Server

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA eHealth Performance Manager

"Managed Network Device" means a virtual or physical network-connected device with less than 200 ports that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, virtual or physical servers, and virtual or physical machines, but excluding endpoint devices such as IP telephones.

Mainframe CPU CA Software only

The CA Software is licensed by the specified number and model of CPU (the "Authorized Use Limitation"). "CPU" shall mean the central processing unit(s) capable of running the CA Software. Customer may only use CPUs specified when licensing the licenses herein and upon which the CA Software is installed and runs ("Designated CPUs"). Customer may change the Designated CPU on providing written notice to CA provided that such replacement CPU is of the same or lower CPU tier/power rating to the Designated CPU (save that Customer may

require an authorization key from CA in order to commence use of such CPU). Should Customer wish to add to the number of Designated CPUs or upgrade the then current Designated CPU(s) to a CPU with greater tier/power rating, Customer may elect to do so by providing CA with prior written notice of such additional CPU and/or upgrade to the Designated CPU(s) and by executing an order form to effect such addition/change and purchasing the applicable license.

Mainframe MIPS CA Software only

The CA Software is licensed by the specified number of MIPS (the "Authorized Use Limitation in MIPS"). "MIPS" means millions of instructions per second. The MIPS capacity of a computer shall be calculated by reference to CA's published schedules of the MIPS capacity and if a computer isn't listed then the manufacturer's published specifications should apply. Further, in the event a special purpose processor, designed to perform one or more dedicated functions, is being used as a general purpose processor, CA shall treat such processor as a general purpose processor for purposes of calculating Authorized Use Limitation in MIPS. "Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated. Customer may use the CA Software only on the specific computers upon which the CA Software is installed to run at the Customer Site or on computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software, subject to the aggregate MIPS capacity not exceeding the Authorized Use Limitation in MIPS.

Mainframe MSU CA Software only

The CA Software is licensed by the specified number of MSU (the "Authorized Use Limitation in MSU"). "MSU" means millions of service units. The MSU capacity shall be calculated with the aggregate computing power (expressed in millions of service units) by reference to CA's published schedules of the MSU capacity and if a computer isn't listed then the manufacturer's published specifications shall apply of all computers upon which the CA Software is installed to run at the Customer Site ("Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated) or computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software. Customer may use the CA Software subject to the aggregate MSU Capacity not exceeding the Authorized Use Limitation in MSU.

Pervasive Software:

The Pervasive Software is licensed by either by the number of Server or Users. Pervasive Software may be used to build integrations that connect to any authorized CA Clarity environment.

Pervasive Data Integrator Engine/Agent **for CA** Clarity PPM* is licensed by the number of Servers.
* includes one User license of Pervasive Data Integrator Analyst **Studio for C**A Clarity PPM

Pervasive Data Integrator Analyst **Studio for C**A Clarity PPM is licensed by the number of Users**.**

Pervasive Data Profiler Engine for CA Clarity PPM is licensed by the number of Servers.

Pervasive Data Profiler Analyst Studio for CA Clarity PPM is licensed by the number of Users**.**

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the Pervasive Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis.

CA Process Automation:

CA Software means the CA Process Automation software described herein in object code form only.

“Agent” means a single installation of the agent software component of the CA Software on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server.

“Orchestrator” means a single installation of the Orchestrator software component of the CA Software on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator.

"Connector" is the software program connecting the CA Software with specific named third party software or other CA software. For example, CA Process Automation Connector For CA Service Desk connects CA Process Automation with CA Service Desk. Each Connector may only be used to connect the CA Software with the specific named third party software or CA software program.

“Premium Connector” means a Connector identified as “Premium” by CA.

“Custom Operator” means a type of automation object within the CA Process Automation Orchestrator that can be created to enhance, modify, or restrict the capabilities of an existing “Connector”.

“Process” means a type of automation object within CA Process Automation Orchestrator that contains connectors and other logical constructs that define a set of actions that will take place when the “Process” is executed by the Orchestrator.

“Process instance” means a single copy of a Process definition that has been scheduled to run (Queued state), is running (Running state), or has completed running (Failed or Completed state) on a particular “Orchestrator”.

“Concurrent Processes” means the number of CA Process Automation Process instances that are marked in the Running state within an Orchestrator at any given time.

“Power Pack” means a combination of Process definitions, Premium Connectors, Custom Operators and other automation objects that are packaged together to implement a specific solution.

The CA Software is licensed in different editions, as set forth in this Order Form, which authorizes the use of the specified number of Orchestrators, Agents, Connectors, and Concurrent processes (the "Authorized Use Limitation"). The various editions are:

CA Process Automation Player License includes: one Orchestrator, forty Agents, all non-Premium Connectors, and two hundred Concurrent Processes per Orchestrator. This license requires the purchase of either a “Power Pack” or a Services contract for the implementation of a solution that will be executed by the Player. No new automation objects may be created with the Player License. Only modifications of the purchased Power Packs and any Services delivered content is allowed.

CA Process Automation Express License includes: two Orchestrators, forty Agents, all non-Premium Connectors, and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Standard License includes: two Orchestrators, unlimited Agents, three Premium Connectors, all non-Premium Connectors, and two hundred Concurrent Processes per Orchestrator.

CA Process Automation Enterprise License includes: unlimited Orchestrators, unlimited Agents, twenty Premium Connectors, all non-Premium Connectors, and four hundred and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Level 1 Orchestrator includes: one Orchestrator and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Level 2 Orchestrator includes: two Orchestrators and two hundred Concurrent Processes per Orchestrator.

CA Process Automation Level 3 Orchestrator includes: three Orchestrators and four hundred and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Premium Connector License includes the right to use a Premium Connector to connect to a single instance of the target application or system.

CA Process Management for Workflows License includes: unlimited Orchestrators, five Agents, and three Custom Operators. No Premium connectors are available for purchase with this license. The only CA product connectors that are available are those associated with the product(s) providing the entitlement. This is a limited use entitlement and its use is restricted to the context of Workflows associated with the CA product(s) providing the entitlement. The component limits are not cumulative across multiple instances of the license at any individual customer.

The number of concurrent processes executing on any licensed Orchestrator may be exceeded as long as the total number of concurrent processes executing on all licensed Orchestrators is not exceeded. For example, if the license is for two Orchestrators with seventy-five Concurrent Processes per Orchestrator, one hundred Concurrent Processes could be utilized on one Orchestrator so long as only fifty Concurrent Processes are utilized on the second Orchestrator.

Server:

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Virtual Assurance for Infrastructure Managers and CA System Performance for Infrastructure Managers

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

DOCUSIGN, INC.
CORPORATE SUBSCRIBER TERMS AND CONDITIONS
v121008

These Terms and Conditions are incorporated by this reference into the Order Form (collectively referred to as the "Agreement") entered into by DocuSign, Inc. ("DocuSign") and the customer identified in the Order Form ("Subscriber").

1. DEFINITIONS

"Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service and, where applicable, other DocuSign Products.

"Authorized User" means any employee of Subscriber, identified by a unique email address and user name, who is registered under the Account; provided that no two persons may register or use the Subscription Service as the same Authorized User.

"Consulting Services" means any additional professional services to be delivered by DocuSign, such as integration consulting or assistance, custom development, training, and transition services, that are set forth in an Order Form or Work Order as described in Section 15.

"DocuSign API" means the application programming interface that supports interoperation of applications with the Subscription Service.

"DocuSign Products" means the products and services identified on an Order Form, which may include the Subscription Service, the Repository Services, the Consulting Services and any other DocuSign offerings.

"eContract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for Processing using the Subscription Service.

"Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.

"Order Form" means a standard DocuSign order form or any other document separately and specifically approved by DocuSign that describes the DocuSign Products to be purchased by Subscriber and is signed by both parties.

"Personal Data" means any of the following: (a) nonpublic personally identifiable information, including driver's license numbers, national identification numbers such as social security account numbers, credit card numbers, digital identity certificates; (b) personally identifiable financial information regarding a consumer (i) provided by a consumer to a financial institution, (ii) resulting from any transaction with the consumer or any service performed for the consumer by a financial institution, or (iii) otherwise obtained by the financial institution, including any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; (c) personally identifiable medical or health-related information.

"Process" means any operation or set of operations performed upon Subscriber's data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Repository Services" means the Contract Repository or eVaulting Services, each as defined in the Terms and Conditions for Repository Services (available at http://www.docusign.com/company/terms-and-conditions/eoriginal/v121005), that are made the subject of an Order Form.

"Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at http://docusign.com/company/specifications.

"Subscription Service" means DocuSign's on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet.

"System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service.

"Term" means the period of effectiveness of this Agreement, as described in more detail in Section 9 below.

"Transaction Data" means the metadata associated with an Envelope and maintained by DocuSign for the purpose of establishing a digital audit trail, such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs.

2. THE SUBSCRIPTION SERVICE

2.1 During the Term and subject to these Terms and Conditions, DocuSign will provide the Subscription Service in accordance with the Specifications, and Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service. The right to use the Subscription Service is: (a) limited to its Authorized Users (accordingly, Subscriber may not resell or otherwise provide or assist with the provision of the Subscription Service to any third party); and (b) conditioned on Subscriber's acknowledgement and agreement with the following:

i) Nothing in this Agreement will be construed to make DocuSign a party to any eContract, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;

ii) DocuSign maintains no control of or access to the contents of any eContract, and so the content, quality, and format of any eContract is at all times in the exclusive control and responsibility of Subscriber;

iii) If Subscriber elects to use optional features designed to verify the identity of the intended recipient of an eContract ("Authentication Measures"), DocuSign will apply only those Authentication Measures (if any) selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure and further, assumes no liability for the inability or failure by the intended recipient or other party to satisfy the Authentication Measure or to circumvent it;

iv) Certain types of agreements and documents are excepted from electronic signature laws, such that they cannot be legally formed by electronic signatures, and additionally, various agencies may have promulgated specific regulations that apply to electronic signatures and electronic records. DocuSign assumes no responsibility to determine whether any particular eContract is an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;

v) Subscriber is solely responsible for making available to third parties (including all parties to its eContracts) all contracts, documents, and other records required by applicable law, including, without limitation, electronic signature laws and other laws that may require records relating to a transaction to be retained or made accessible for a certain period of time;

vi) Certain laws or regulations impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign assumes no responsibility to: (A) determine whether any particular transaction involves a consumer; (B) furnish or obtain any such consents or to determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or to update or correct any information or disclosures currently or previously given; (E) provide any such copies or access except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and

vii) Subscriber expressly undertakes to determine whether any consumer is involved in any eContract presented by its Authorized Users for Processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation.

3. SUBSCRIPTION PLANS AND USAGE PRICING

3.1 The pricing, features and options of the DocuSign Products selected by Subscriber are set forth in the Order Form. The Subscription Service is sold on a subscription basis and may be limited by usage ("Envelope Allowance"), or by the number of Authorized Users ("Seats"), or both. Optional features, such as Authentication Measures or fax-back services, may be purchased on a periodic or per-use basis.

3.2 If Subscriber selects an Envelope Allowance Subscription, then Subscriber is allowed to send the number of Envelopes in the Envelope Allowance specified in the Order Form during the Term. All Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge that will be invoiced within 30 days of the date first incurred. The total number of Envelopes used is based on the sum of all Envelopes that have been sent for signature or for certified delivery from the Account. An Envelope will be deemed consumed at the time it is sent by an Authorized User, whether or not it has been received by the recipients or the recipients have performed any actions upon any eContract in the Envelope.

3.3 If Subscriber selects a Seat Subscription, then Subscriber is allowed to manually send Envelopes from the number of Seats specified in the Order Form during the Term. A Seat is defined as a natural person manually preparing and sending Envelopes, and excludes the Processing of Envelopes using automated batch or bulk sending operations, or the use of the

DocuSign API for sending Envelopes. If the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome (indicating automated Processing), DocuSign will promptly notify Subscriber and the parties will review the use-case scenario as well as any continued monitoring and additional Seats that may be required to be purchased. The number of Seats is determined by the total number of active Authorized Users listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. The addition by Subscriber of more Authorized Users than the number of Seats purchased in an Order Form will result in an additional charge for one Seat per additional Authorized User for the remainder of the Term, to be invoiced immediately.

4. ADDITIONAL SUBSCRIBER RESPONSIBILITIES

4.1 Subscriber agrees that it will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization, it being understood that the term "unsolicited mass mailings" includes all statutory and other common definitions, including all Commercial Electronic Marketing Messages as defined in the U.S. CAN SPAM Act.

4.2 Subscriber agrees that it is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, written or audible communications of any nature submitted by any Authorized User or otherwise Processed through its Account.

4.3 Subscriber further agrees not to use or permit the use of the Subscription Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts Processed through the Subscription Service); (c) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere in any way with the use or enjoyment of the Subscription Service by others; or (d) in any way that constitutes or encourages conduct that could constitute a criminal offense.

4.4 Although DocuSign does not monitor the content Processed through the Subscription Service, DocuSign may at any time suspend any use of the Subscription Service and/or remove or disable any content as to which DocuSign reasonably and in good faith believes is in violation of this Agreement. DocuSign agrees to provide Subscriber with notice of any such suspension or disablement before its implementation unless such suspension or disablement is necessary to comply with legal process or prevent imminent harm to DocuSign's System, the Subscription Service or any third party, in which case DocuSign will notify Subscriber of such suspension or disablement as soon as reasonably practicable thereafter.

5. INTELLECTUAL PROPERTY AND TRADEMARK LICENSE

5.1 DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in this Agreement, DocuSign does not license or transfer to Subscriber or any Authorized User or other third party any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Products or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under this Agreement shall remain, as between Subscriber and DocuSign, owned by Subscriber.

5.2 DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: http://www.docusign.com/trademark-license.

6. CUSTOMER SUPPORT

DocuSign will provide customer support to Subscriber in accordance with the package that is identified on the Order Form, as further detailed at http://www.docusign.com/products/support-plans.

7. eCONTRACT STORAGE AND DELETION

7.1 DocuSign will store in accordance with the Specifications all completed eContracts sent by Subscriber until the termination or expiration of the Agreement, unless otherwise directed by Subscriber. Copies of stored eContracts may be retrieved by Subscriber at any time during that period, provided that following the expiration or termination of the Agreement, Subscriber may

request DocuSign's assistance in retrieving completed eContracts still remaining on the System pursuant to the transition services terms described in Section 9.4.

7.2 Prior to the expiration or termination of this Agreement, Subscriber may elect to purchase post-expiration or post-termination storage services for their completed eContracts. Where Subscriber opts not to purchase storage services, all copies of eContracts may be deleted by DocuSign without prior notice after the period available for transition services has expired pursuant to the terms described in Section 9.4. Subscriber may, at its option and wholly at Subscriber's risk, direct that any eContract be deleted at a time stated by Subscriber and prior to the end of the Term.

7.3 DocuSign may at its sole discretion delete an uncompleted eContract from the System immediately and without notice upon earlier of: a) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or b) expiration of the Term.

7.4 DocuSign will retain the Transaction Data permanently, provided that any Transaction Data that constitutes Confidential Information of Subscriber will at all times maintain that status and DocuSign will comply with its obligations in Section 13.

8. FEES AND PAYMENT TERMS

8.1 Subscriber will pay DocuSign the amounts set forth in each Order Form. An Order Form is not binding until it is executed by both DocuSign and Subscriber, at which point it will be deemed to be incorporated into this Agreement. Unless otherwise specified in an applicable Order Form, the first invoice will be submitted to Subscriber within 30 days after the Order Start Date, and Subscriber will pay all amounts due within 30 days of the date of the applicable invoice.

8.2 If Subscriber's usage under an Envelope Allowance Subscription exceeds the Envelope Allowance prior to the end of the Term, the unpaid balance of the Order Form for such Envelope Allowance Subscription shall become immediately due and payable.

8.3 Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including reasonable attorneys' fees) incurred by DocuSign to collect any undisputed amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under this Agreement may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars.

8.4 Taxes. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement or transactions conducted in relation to this Agreement or the DocuSign Products. If a tax is imposed on DocuSign by a jurisdiction outside the United States, Subscriber will not be obligated to bear that tax to the extent: (a) the tax is allowable as a credit against the United States federal income taxes of DocuSign; (b) Subscriber reduces such tax to the extent possible, giving effect to the applicable Income Tax Convention between the United States and other jurisdictions; and (c) Subscriber furnishes DocuSign with such evidence as the United States taxing authorities may require to claim the credit. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with this Agreement as if the taxes did not exist.

9. TERM AND TERMINATION

9.1 Term. Unless sooner terminated as stated below, and subject to Section 17 with respect to Work Orders (as defined below), the effectiveness of this Agreement will commence upon the Order Start Date and will continue for the term specified on the Order Form (the "Term").

9.2 Termination for Cause. If either party commits a material breach or default in the performance of any of its obligations under this Agreement, then the other party may terminate this Agreement by giving the defaulting party written notice of termination if the material breach or default in performance is not cured within 30 days after the defaulting party receives notice thereof. Without limiting the foregoing, any failure by Subscriber to timely pay to DocuSign any amounts owing under this Agreement will constitute a material breach of this Agreement. If Subscriber fails to timely pay any amounts due for services to be performed by DocuSign, then without limitation to any of its other rights or remedies, DocuSign may suspend performance of such services until it receives all amounts due.

9.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) Subscriber will pay to DocuSign any amounts required to be paid under this Agreement that have accrued prior to, and remain unpaid as of, the date of

termination or expiration (including Subscription fees, which become due upon termination of this Agreement as set forth in an Order Form, and any one-time or recurring fees through the end of the billing cycle in which termination occurs); (b) any and all liabilities accrued prior to the effective date of the termination will survive; (c) Subscriber will destroy all copies of DocuSign software, documentation, and materials within five business days of such termination, and immediately thereafter, if requested by DocuSign, provide DocuSign with a written certification signed by an authorized Subscriber representative certifying that all copies of software, documentation, and materials have been destroyed; (d) licenses to use DocuSign software and the provision of DocuSign services will immediately end; and (e) the parties' rights and obligations under Sections 1, 7.4, 9.3, 9.4, 10.3, and 11 through 14 will survive.

9.4 Transition Services. Upon expiration or termination of this Agreement for any reason, at Subscriber's request and at DocuSign's then-current standard professional services rates plus expenses, DocuSign shall provide reasonable transition services for a period not to exceed 90 days to assist Subscriber in moving Subscriber's data to another provider or exporting eContracts to external media. As part of such transition services, DocuSign shall at a minimum transfer, and cause any of its independent contractors to transfer, all data and electronic files associated with the Subscription Service. At its then-current standard professional services rates, DocuSign shall at Subscriber's request further cooperate with Subscriber in the development of a transition plan and shall use reasonable efforts to assist Subscriber and/or another service provider in the transition. DocuSign may at its discretion require advance payment or other adequate security for payment as DocuSign may consider appropriate in connection with or as a condition to the provision of services described in this section.

10. WARRANTIES AND DISCLAIMERS

10.1 DocuSign Warranties. DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service shall be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq. (the "ESIGN Act") to support the validity of such formation, to the extent provided in the ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 2.1(vi) and (vii) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of Personal Data and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

10.2 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

10.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN SECTIONS 10.1 AND 10.2 ABOVE (WHICH ARE NOT APPLICABLE TO CONSULTING SERVICES), DOCUSIGN MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND -- WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY -- AS TO ANY MATTER WHATSOEVER. DOCUSIGN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DOCUSIGN DOES NOT WARRANT THAT THE DOCUSIGN PRODUCTS (INCLUDING CONSULTING SERVICES OR RELATED DELIVERABLES, IF ANY), ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY.

11. INDEMNIFICATION

11.1 By DocuSign. DocuSign will defend Subscriber, and its employees, directors, agents, and representatives ("Indemnified Party") from any actual or threatened third party claim arising from: (a) any breach by DocuSign of its confidentiality obligations in Section 13, and/or (b) alleged infringement by DocuSign of any third party intellectual property rights (each a "Subscriber Claim").

11.2 By Subscriber. Subscriber will defend DocuSign, and its employees, directors, agents, and representatives ("Indemnified Party") from any actual or threatened third party claim arising from: (a) any breach by Subscriber of its confidentiality obligations in Section 13, and/or (b) alleged infringement by Subscriber of any third party intellectual property rights, and/or (c) the content submitted by any Authorized User or otherwise Processed through Subscriber's Account (each a "DocuSign Claim").

11.3 Procedures. The parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Party gives the Indemnifying Party prompt written notice of the Subscriber Claim or DocuSign Claim (as the case may be, a "Claim"); (b) the Indemnifying Party has full and complete control over the defense and settlement of the Claim; (c) the Indemnified Party provides assistance in connection with the defense and settlement of the Claim as the Indemnifying Party may reasonably request; and (d) the Indemnified Party complies with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Party against: (i) all damages, costs, and attorneys' fees finally awarded against any of them in any Claim under this Section 11; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) if any Claim arising under this Section 11 is settled by the Indemnifying Party or with its approval, then the Indemnifying Party will pay any amounts to any third party agreed to by the Indemnifying Party in settlement of any such Claims.

12. LIMITATIONS OF LIABILITY

12.1 Disclaimer of Consequential Damages. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS OF SECTION 11, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT (INCLUDING WITH RESPECT TO CONSULTING SERVICES, IF ANY), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

12.2 Cap on Liability. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS OF SECTION 11, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, WARRANTY CLAIMS AND WITH RESPECT TO CONSULTING SERVICES, IF ANY), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM.

12.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

13. CONFIDENTIALITY

13.1 "Confidential Information" means any trade secrets or other information of DocuSign or Subscriber, whether of a technical, business, or other nature (including, without limitation, in the case of DocuSign, DocuSign software and related information, and in the case of Subscriber, Personal Data and eContracts), that is disclosed to the other party (the "Recipient"). Confidential Information does not include any information that: (a) was known to Recipient prior to receiving it from the disclosing party; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the other party; (c) is acquired by Recipient from another source that did not receive it in confidence from the other party to this Agreement; or (d) is or becomes part of the public domain through no fault or action of Recipient.

13.2 Restricted Use and Nondisclosure. During and after the Term, Recipient will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

13.3 Required Disclosure. If Recipient is required by law to disclose Confidential Information of the other party or the terms of this Agreement, Recipient must give prompt written notice of such requirement before such disclosure and assist the disclosing party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

13.4 Return of Materials. Except for as provided in Section 7.4, upon written request by the disclosing party, Recipient will destroy or deliver to the disclosing party all of the disclosing party's Confidential Information that Recipient may have in its possession or control.

13.5 Ownership. Recipient acknowledges that, as between the parties, all Confidential Information it receives from the disclosing party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing party's Confidential Information. Recipient's incorporation of the disclosing party's Confidential Information into any of its own materials shall not render Confidential Information non-confidential.

13.6 Remedies. Recipient acknowledges that any actual or threatened violation of this confidentiality provision may cause irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that the disclosing party shall be entitled to seek injunctive relief in addition to all remedies available to the disclosing party at law and/or in equity. Absent written consent of the disclosing party, the burden of proving that the disclosing party's Confidential Information is not, or is no longer, confidential or a trade secret shall be on the Recipient.

13.7 Existing Obligations. The obligations in this Section 13 are in addition to, and supplement, each party's obligations of confidentiality under applicable law and/or under any nondisclosure or other agreement between the parties.

14. GENERAL

14.1 Relationship. At all times, the parties are independent actors, and are not the agent or representative of the other. This Agreement is not intended to create a joint venture, partnership, or franchise relationship, or give rise to any third party beneficiary. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization.

14.2 Assignability. Subscriber may not assign its rights, duties, or obligations under this Agreement without DocuSign's prior written consent. If consent is given, this Agreement will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void. Notwithstanding the foregoing, either party may assign this Agreement to a successor of its business without the other party's consent.

14.3 Nonsolicitation. During the Term of this Agreement and for a period of one year thereafter, Subscriber will not, directly or indirectly, employ or solicit the employment or services of a DocuSign employee or independent contractor without the prior written consent of DocuSign.

14.4 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent using: (a) the "acknowledge receipt" function of the Subscription Service; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth on the Order Form. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service, two business days following the date of mailing, or one business day following delivery to a courier.

14.5 Force Majeure. Except for any payment obligations, neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay.

14.6 Dispute Resolution. In the event of any dispute regarding any right or obligation under this Agreement, the aggrieved party shall notify the other party in a writing describing the dispute ("Notice of Dispute"). Upon receipt of the Notice of Dispute, the parties shall arrange a meeting between their representatives. Over a period not to exceed 10 business days after receipt of Notice of Dispute ("Period"), the parties shall engage in good faith negotiations to resolve such dispute. If the parties' representatives are unable to resolve the dispute at such meetings during the Period, then each party may seek any remedies available to it in law or equity. Notwithstanding the foregoing, either party may seek injunctive relief at any time. Each party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

14.7 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Washington, U.S.A., without reference to its choice of law rules to the contrary. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action by Subscriber arising under this Agreement must be initiated within two years after the cause of action arises.

14.8 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

14.9 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

14.10 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement.

14.11 Entire Agreement. This Agreement is the final and complete expression of the agreement between these parties regarding the DocuSign Products. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters. This Agreement may be changed only by a written agreement signed by an authorized agent of both parties.

ADDITIONAL TERMS AND CONDITIONS FOR CONSULTING SERVICES

The following additional terms and conditions apply to Consulting Services, if any, that are made the subject of an Order Form.

15. SERVICES, WORK ORDERS, AND CHANGE ORDERS

15.1 Services. Subject to the terms and conditions of this Agreement, DocuSign will, if ordered as provided hereunder, perform for Subscriber certain Consulting Services.

15.2 Work Orders. The specific details of the Consulting Services to be performed will be determined on a per-project basis, and the details for each project will be described in a Work Order that is executed by both parties (called the "Work Order" for purposes of the Consulting Services). An Order Form that lists a DocuSign standard training or consulting package as a DocuSign Product constitutes a Work Order. Once executed by both parties, each Work Order will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Order Forms. If there is a conflict between the terms of this Agreement and the terms of a Work Order, the terms of this Agreement will control unless the Work Order states that a specific provision of this Agreement will be superseded by a specific provision of the Work Order.

15.3 Change Orders. Unless otherwise specified in a Work Order, Subscriber may reasonably request in writing that revisions be made with respect to the Consulting Services or deliverables set forth in that Work Order ("Change Order"). If a Change Order recites revisions that materially increase the scope of the Consulting Services or the effort required to deliver deliverables under the applicable Work Order, then within 10 business days after DocuSign's receipt of the Change Order, DocuSign will deliver to Subscriber a written, revised Work Order reflecting DocuSign's reasonable determination of the revised Consulting Services, deliverables, delivery schedule, payment schedule, and adjusted fees or fee estimates, if any, that will apply to the implementation of the revisions. If Subscriber approves the revised Work Order, then the parties will execute it, and upon execution, the revised Work Order will supersede the then-existing Work Order. If Subscriber does not approve the revised Work Order within 10 business days after its receipt by Subscriber, the then-existing Work Order will remain in full force and effect, and DocuSign will have no further obligation with respect to the applicable Change Order.

16. PERFORMANCE OF CONSULTING SERVICES

16.1 Project Management. For each project described in a Work Order, each party will designate a single point of contact within its organization to manage the project ("Project Leader"). The Project Leaders will meet as necessary to manage the Consulting Services to be performed under a Work Order. Disputes will be escalated to more senior executives if the Project Leaders are unable to resolve a problem. DocuSign's Project Leader will provide Subscriber's Project Leader with regular reports on the status of the Consulting Services at least once per month.

16.2 Performance Standard. DocuSign warrants to Subscriber that the Consulting Services will be performed in a good and workmanlike manner in accordance with standard industry practice and the applicable Work Order, including any specifications

in such Work Order. DocuSign will complete the Consulting Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones specified in the Work Order.

16.3 Fees. Unless otherwise specified in a Work Order, Subscriber will pay DocuSign for Consulting Services on a time-and-materials basis at DocuSign's then-current rates and under payment terms described in this Agreement ("Consulting Fees").

16.4 Disclaimer. EXCEPT FOR WARRANTIES PROVIDED HEREIN OR EXPRESSLY IDENTIFIED AS SUCH IN A WORK ORDER, THE CONSULTING SERVICES AND ANY RELATED DELIVERABLES WILL BE PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND. DOCUSIGN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS TO ANY AND ALL CONSULTING SERVICES AND RELATED DELIVERABLES.

17. TERM AND TERMINATION OF WORK ORDERS

17.1 Term. Each Work Order is non-cancellable except pursuant to a Change Order, and will commence on the specified effective date and will continue until each party's obligations under the Work Order have been fulfilled or the Work Order is terminated as provided in the Work Order.

17.2 Effect of Termination. If any Work Order is terminated in accordance with this Section 17, then Subscriber will pay to DocuSign any Consulting Fees and all other payment obligations accrued and payable for the Consulting Services performed under the terminated Work Order through the effective date of the termination. If a Work Order is terminated for any reason other than for material breach by DocuSign, Subscriber will pay to DocuSign all Consulting Fees due under the Work Order had the Work Order not been terminated and had the Consulting Services been fully performed in accordance with the schedule then in effect, which amount owing will be evidenced in a final termination invoice to be provided by DocuSign to Subscriber. The amount of Consulting Services Fees specified in such termination invoice from DocuSign will be final and binding on the parties, absent manifest error.

18. PROPRIETARY RIGHTS

18.1 Subscriber Materials. Any materials provided by Subscriber to DocuSign specifically for use by DocuSign in the course of the Consulting Services ("Subscriber Materials") will be used and disclosed solely as required to perform the Consulting Services. As between the parties, Subscriber will continue to own the Subscriber Materials.

18.2 Inventions. Except as expressly set forth to the contrary in a Work Order, all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information: (a) conceived, discovered, developed or otherwise made by DocuSign, solely or in collaboration with others, in the course of performing the Consulting Services; or (b) that form all or part of a deliverable provided as part of the Consulting Services, whether developed as part of the Consulting Services or separately, but excluding Subscriber Materials (as defined in Section 18.1) (collectively, "Inventions"), will be the sole property of DocuSign. Upon and subject to final payment by Subscriber of all amounts owing to DocuSign, DocuSign hereby grants to Subscriber a nonexclusive, perpetual, worldwide, royalty-free license to use, copy, modify, and prepare derivative works of the Inventions solely for purposes of Subscriber's internal business operations only.

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (this "Agreement") is entered into as of [DATE] (the "Effective Date") by and between FireEye (as defined below) and _____, a _____ corporation, with its principal place of business at _____("Customer"). This Agreement will govern Customer's initial purchase of FireEye Offerings and any future orders by Customer as agreed between the parties in writing. FireEye shall provide its Offerings pursuant to the terms and conditions below. For good and valuable consideration, the parties hereby agree as follows:

Structure and Order of Precedence. This Agreement provides the general terms under which the Customer may use FireEye's various Offerings. The explicit rights for the Customer to use and receive Products, Support Services or Subscriptions or otherwise engage with specific FireEye Offerings are set forth in the applicable Exhibit. In the event of conflict between any of the terms in this Agreement and an Exhibit, the Exhibit shall govern.

GENERAL TERMS APPLICABLE TO ALL FIREEYE OFFERINGS

1. DEFINITIONS.

1.1 "Content Feed" means all intelligence and content feeds associated with Products, which may consist of inbound and outbound feeds that are part of FireEye's Dynamic Threat Intelligence (DTI) Cloud, downloads of Indicators for use with Products, and/or intelligence provided as part of the Advanced Threat Intelligence (ATI) Subscription.

1.2 "Deliverables" means the written reports that are created specifically for Customer as a result of the Professional Services provided hereunder.

1.3 "Documentation" means the user manuals generally provided in writing by FireEye to end users of the Products and Subscriptions in electronic format, as amended from time to time by FireEye.

1.4 "FireEye" means (i) FireEye, Inc., a Delaware corporation with its principal place of business at 1440 McCarthy Blvd., Milpitas, CA, 95035 with respect to Offerings that are shipped to, deployed or rendered inside of North America (including the United States, Mexico, Canada and the Caribbean), Central America and South America (collectively, the "Americas"); or (ii) with respect to all Offerings that are shipped to, deployed or rendered outside of the Americas, FireEye Ireland Limited, a company incorporated under the laws of Ireland with principal place of business at 2 Park Place, City Gate Park, Mahon, Cork, Ireland. FireEye includes the operating divisions Mandiant and iSIGHT.

1.5 "FireEye Materials" means all FireEye proprietary materials, Deliverables, intellectual property related to Products or Subscriptions, (such as all rights in any software incorporated into a Product or Subscription, copyrights, and patent, trade secret and trademark rights related to Products, and screens associated with Products or Subscriptions), Documentation, any hardware and/or software used by FireEye in performing Services or providing Subscriptions, Content Feeds, FireEye's processes and methods (including any forensic investigation processes and methods), Indicators of Compromise, materials distributed by FireEye during Training, and any FireEye templates and/or forms, including report and presentation templates and forms. FireEye Materials does not include Third Party Materials.

1.6 "Indicators of Compromise" or "Indicators" means specifications of anomalies, configurations, or other conditions that FireEye is capable of identifying within an information technology infrastructure, used by FireEye in performing Professional Services and providing Subscriptions.

1.7 "Intellectual Property Rights" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

1.8 "Offerings" means, collectively, Products, Subscriptions, Training, Professional Services and Support Services.

1.9 "Order" means a written purchase order or similar ordering document, signed or submitted to FireEye by Customer and approved by FireEye, under which Customer agrees to purchase Offerings.

1.10 "Products" means the FireEye software and hardware appliances (which may include embedded software or firmware components) as described in Exhibit A to this Agreement.

1.11 "Professional Services" means, collectively, those security consulting services provided by FireEye under a Statement of Work and/or set forth on an Order, which may consist of Product-related services such as deployment, configuration or installation services; proactive security consulting such as penetration testing, vulnerability assessments or compromise assessments; or incident response or other remediative services.

1.12 "Service" or "Services" means the Professional Services, Support Services and Training.

1.13 "Statement of Work" or "SOW" means a mutually agreed-upon document between FireEye and Customer, describing Professional Services, rates and timelines (if applicable) for those Professional Services, and incorporating this Agreement.

1.14 "Subscription" means a service provided by FireEye for a fixed term, under which FireEye provides access to certain features, functionality, and/or information, as described in the applicable Exhibit for each Subscription attached to this Agreement.

1.15 "Support Services" means the Product support and maintenance services provided by FireEye with respect to each Product, and that are described in the applicable Exhibit for each Product attached to this Agreement.

1.16 "Third Party Materials" means software or other components that are licensed to FireEye by third parties for use in FireEye's Offerings.

1.17 "Training" means training in the use of Products, or on security-related topics in general, provided by FireEye.

2. ORDERS AND STATEMENTS OF WORK.

2.1. Orders. Customer may purchase Offerings by submitting an Order. If accepted by FireEye, the "Order Effective Date" will be the date of the Order. All Orders will be governed by this Agreement. For clarity, FireEye will not be obligated to ship any Product, or provide any Services, Training or Subscriptions until Customer has issued a valid Order for those Offerings.

2.2. Statements of Work. Each Statement of Work will incorporate and be governed by this Agreement. The "Statement of Work Effective Date" will be the date both Customer and FireEye have agreed to the Statement of Work, either by executing the Statement of Work or by issuing and accepting an Order for the Professional Services described on the Statement of Work. For clarity, FireEye will not be obligated to perform any Professional Services until a SOW describing those Professional Services has been agreed by both parties or an Order listing those Professional Services has been accepted by FireEye.

3. PAYMENT. Customer agrees to purchase the Offerings for the prices set forth in each Order and/or Statement of Work, as applicable ("Fees"). If Customer purchases through a FireEye partner (such as an authorized reseller or distributor, collectively, "FireEye Partners"), all fees and other procurement and delivery terms shall be agreed between Customer and the applicable partner. If Customer purchases directly from FireEye, Customer will make full payment in the currency specified in FireEye's invoice, without set-off and in immediately available funds, within thirty (30) days of the date of each invoice. All Fees are non-cancelable and non-refundable. All Fees described on an Order will be fully invoiced in advance, unless otherwise agreed by FireEye. Unless otherwise specified in a Statement of Work, all Fees related to Professional Services will be invoiced

fully in advance. Customer shall reimburse FireEye for any and all expenses incurred so long as such expenses are directly attributable to the Services or Subscriptions performed for or provided to Customer. FireEye will provide appropriate vouching documentation for all expenses exceeding $25. If any payment is more than fifteen (15) days late, FireEye may, without limiting any remedies available to FireEye, terminate the applicable Order or Statement of Work or suspend performance until payment is made current. Customer will pay interest on all delinquent amounts at the lesser of 1.5% per month or the maximum rate permitted by applicable law. All Fees are exclusive of all present and future sales, use, excise, value added, goods and services, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the Offerings which shall be invoiced to and paid by the Customer. If Customer is required by law to make any deduction or withholding on any payments due to FireEye, Customer will notify FireEye and will pay FireEye any additional amounts necessary to ensure that the net amount FireEye receives, after any deduction or withholding, equals the amount FireEye would have received if no deduction or withholding had been required. Additionally, Customer will provide to FireEye evidence, to the reasonable satisfaction of FireEye, showing that the withheld or deducted amounts have been paid to the relevant governmental authority. For purposes of calculating sales and similar taxes, FireEye will use the address set forth on the Order or Statement of Work, as applicable, as the jurisdiction to which Offerings and shipments are delivered unless Customer has otherwise notified FireEye in writing as of the Order Effective Date or Statement of Work Effective Date, as applicable. Customer will provide tax exemption certificates or direct-pay letters to FireEye on or before the Order Effective Date or Statement of Work Effective Date, as applicable. FireEye reserves the right to increase Fees at any time, although increases in Fees for Subscriptions or Support Services will not go into effect until the next Renewal Subscription Term or Renewal Support Term, as applicable.

4. TITLE AND RISK OF LOSS; INSPECTION. All hardware, including Products and any hardware provided for use with Subscriptions and/or Services, is shipped FOB Origin (FCA) from FireEye's designated manufacturing facility or point of origin, and title to such hardware and the risk of loss of or damage to the hardware shall pass to Customer at time of FireEye's delivery of such hardware to the carrier. FireEye is authorized to designate a carrier pursuant to FireEye's standard shipping practices unless otherwise specified in writing by Customer. Customer must provide written notice to FireEye within five (5) days of delivery of the Products of any non-conformity with the Order, e.g., delivery of the wrong Product or incorrect quantities.

5. TERMS APPLICABLE TO OFFERINGS.

5.1. Products and Support Services. Customer's purchase and use of each Product and Support Services for each Product will be subject to the licenses and terms specific to each Product set forth in Exhibit A.

5.2. Subscriptions. Customer's purchase of and access to each Subscription will be subject to the terms specific to each Subscription set forth in Exhibit B.

5.3. Training. Customer's purchase of Training will be subject to the terms in this Section 5.3. Training delivery dates and location for such Training will be mutually agreed upon by the parties. If an Order does not specify such dates and/or locations, then the parties will mutually agree upon the dates and locations for Training. Customer must request rescheduling of Training no less than two (2) weeks in advance of the scheduled start date. FireEye will use reasonable efforts to reschedule the Training, subject to availability, and Customer will pay any expenses associated with the rescheduling, including any expenses associated with cancelling or changing travel plans. If Customer cancels attendance at a public Training class, Customer must notify FireEye no later than two (2) business days before the date of the Training class. If Customer timely notifies FireEye of the cancellation, FireEye will issue Customer a credit for the amount paid for that public Training class, which Customer may apply toward another public Training class held within one (1) year of the date of the Order on which the cancelled Training class was included. Customer may substitute a named attendee at a public Training class, but Customer will notify FireEye in advance of any such substitution. FireEye reserves the right to refuse admittance to public Training classes to any person, for any reason, and if FireEye refuses admittance, FireEye will refund the amount paid for that person's attendance at the public Training class. FireEye does not refund or credit Fees paid for attendees who do not attend Training classes or who leave before a Training class concludes. If Customer purchases a block of Training hours (for example, 10 hours of Training), then Customer must use those hours within one (1) year of the effective date of the applicable Order. All Training must be scheduled and conducted within one (1) year of the date of the applicable Order for that Training.

5.4. Professional Services.

5.4.1. Deliverables. Subject to Customer's timely payment of applicable fees, and subject to this Agreement and each applicable SOW, Customer shall have a perpetual, non-exclusive, nontransferable, right and license to use, display and reproduce the Deliverables for its internal business purposes. Deliverables may not be shared with any third party other than law enforcement agencies. In no event may Deliverables be used for sales or marketing activities.

5.4.2. Customer-Owned Property. Customer will be and remain, at all times, the sole and exclusive owner of the Customer-Owned Property (including, without limitation, any modification, compilation, derivative work of, and all intellectual property and proprietary rights contained in or pertaining thereto). FireEye will promptly return to Customer all Customer-Owned Property upon the termination or expiration of the applicable Statement of Work or Order, or sooner at Customer's request. "Customer-Owned Property" means any technology, software, algorithms, formulas, techniques or know-how and other tangible and intangible items that were owned by Customer, or developed by or for Customer prior to the SOW Effective Date that are provided by Customer to FireEye for incorporation into or used in connection with the development of the Deliverables or performance of Professional Services.

5.4.3. Customer Responsibilities. If the Services or Subscriptions require the installation and use of FireEye equipment or software, Customer will facilitate the installation and shall provide physical space, electrical power, Internet connectivity and physical access as reasonably determined and communicated by FireEye. Notwithstanding anything to the contrary herein or in any Statement of Work, including confidentiality provisions, if Customer has hired FireEye to perform a PCI DSS Compliance Audit or a PCI investigation, FireEye may provide The Payment Card Industry Security Standards Council, LLC (PCI SSC), card companies and the relevant merchant bank with all Reports of Compliance (ROC) and all related assessment and investigative report documents generated in connection with such work, as required by PCI DSS rules.

5.4.4. Additional Assumptions. (a) estimated Fees for Professional Services do not include any hardware, software, licensing, maintenance or support costs of any FireEye or other third-party product or service suggested by FireEye in the course of performing Professional Services; (b) when FireEye's personnel are performing Professional Services on site at Customer's premises, Customer will allocate appropriate working space and physical access for all FireEye personnel; (c) Customer will make available key individuals within the security program that can best help plan and coordinate activities described in the SOW; (d) either party may elect to submit written change requests to the other party proposing changes to the Statement of Work. All changes to the requirements and Statement of Work will be made using agreed-to project change control procedures.

5.5 Evaluations. If Customer receives a Product or Subscription for evaluation purposes ("Evaluation Offerings") then Customer may use the Evaluation Offerings for its own internal evaluation purposes for a period of up to thirty (30) days from the date of receipt of the Evaluation Offerings (the "Evaluation Period"). Customer and FireEye may, upon mutual written agreement (including via email), extend the Evaluation Period. If the Evaluation Offering includes hardware components, Customer will return the hardware within ten (10) days of the end of the Evaluation Period, and if Customer does not return the hardware within this period, Customer shall be invoiced for the then-current list price for the applicable Evaluation Offering. Customer acknowledges that title to hardware components of Evaluation Offerings remains with FireEye at all times, and that Evaluation Offerings may be used and/or refurbished units. If the Evaluation Offering does not include hardware components, Evaluator must delete all software and other components (including Documentation) related to the Evaluation Offering at the end of the Evaluation Period, and confirm those deletions in writing to FireEye, or the Evaluator shall be invoiced for the then-current list price for the Evaluation Offering. If the Evaluation Offering is a Subscription, Evaluator understands that FireEye may disable access to the Subscription automatically at the end of the Evaluation Period, without notice to Evaluator. EVALUATION OFFERINGS ARE PROVIDED "AS IS", AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, FIREEYE DISCLAIMS ALL WARRANTIES RELATING TO THE EVALUATION OFFERINGS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. INTELLECTUAL PROPERTY

6.1. Ownership of FireEye Materials; Restrictions. All Intellectual Property Rights in FireEye Materials, Products, Deliverables, Documentation, and Subscriptions belong exclusively to FireEye and its licensors. Customer will not (and will not allow any third party to): (i) disassemble, decompile, reverse compile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any FireEye Materials (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) sell, resell, distribute, sublicense or otherwise transfer, the FireEye Materials, or make the functionality of the FireEye Materials available to any other party through any means (unless otherwise FireEye has provided prior written consent), (iii) without the express prior written consent of FireEye, conduct any benchmarking or comparative study or analysis involving the FireEye Materials ("Benchmarking") for any reason or purpose except, to the limited extent absolutely necessary, to determine the suitability of Products or Subscriptions to interoperate with Customer's internal computer systems; (iv) disclose or publish to any third party any Benchmarking or any other information related thereto; (v) use the FireEye Materials or any Benchmarking in connection with the development of products, services or subscriptions that compete with the FireEye Materials; or (vi) reproduce, alter, modify or create derivatives of the FireEye Materials. Between Customer and FireEye, FireEye shall retain all rights and title in and to any Indicators of Compromise FireEye developed by or for FireEye in the course of providing Subscriptions or performing Services.

6.2. Third Party Materials. Customer acknowledges that Products and Subscriptions may include Third Party Materials. FireEye represents that these Third Party Materials will not diminish the license rights provided herein or limit Customer's ability to use the Products and Subscriptions in accordance with the applicable Documentation, and neither the inclusion of Third Party Materials in any Product or Subscription or use of Third Party Materials in performance of Services will create any obligation on the part of Customer to license Customer's software or products under any open source or similar license.

7. WARRANTIES.

7.1. Product Warranty. FireEye warrants to Customer that during the one (1) year period following the shipment of the Products, the Products will perform substantially in accordance with the applicable Documentation. The warranty stated in this Section 7.1 shall not apply if the Product has: (i) been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by FireEye; (ii) been repaired or altered by persons other than FireEye; (iii) not been installed, operated, repaired and maintained in accordance with the Documentation; or (iv) been used with any third party software or hardware which has not been previously approved in writing by FireEye. If during the one-year Product warranty period: (a) FireEye is notified promptly in writing upon discovery of any error in a Product, including a detailed description of such alleged error; (b) such Product is returned, transportation charges prepaid, to FireEye's designated manufacturing facility in accordance with FireEye's then-current return procedures, as set forth by FireEye from time to time; and (c) FireEye's inspections and tests determine that the Product contains errors and has not been subjected to any of the conditions set forth in 7.1(i)-(iv) above, then, as Customer's sole remedy and FireEye's sole obligation under the foregoing warranty, FireEye shall, at FireEye's option, repair or replace without charge such Product. Any Product that has either been repaired or replaced under this warranty shall have warranty coverage for the remaining warranty period. Replacement parts used in the repair of a Product may be new or equivalent to new.

7.2. Services Warranty. FireEye warrants to Customer that Services will be performed in a professional manner in accordance with industry standards for like services. If Customer believes the warranty stated in this Section has been breached, Customer must notify FireEye of the breach no later than thirty (30) days following the date the Services were performed, and FireEye will promptly correct or re-perform the Services, at FireEye's expense.

7.3. Subscription Warranty. FireEye warrants to Customer the Subscriptions will be provided in a professional manner in accordance with industry standards for similar subscriptions. If Customer believes the warranty stated in this Section has been breached, Customer must notify FireEye of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and FireEye will promptly correct the non-conformity, at FireEye's expense.

7.4. Remedies Exclusive. Except for any Service Level Credits described in Exhibit B, the remedies stated in Sections 7.1-7.3 above are the sole remedies, and FireEye's sole obligation, with respect to Products, Subscriptions and Services that fail to comply with the foregoing warranties.

7.5. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS, SUBSCRIPTIONS, FIREEYE MATERIALS, DELIVERABLES AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. FIREEYE AND ITS SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. FIREEYE ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS, AND MAKES NO WARRANTY THAT PRODUCTS, FIREEYE MATERIALS, DELIVERABLES, SERVICES OR SUBSCRIPTIONS WILL BE ERROR-FREE.

8. INFRINGEMENT INDEMNITY.

8.1. FireEye shall defend Customer, and its officers, directors and employees, against any third party action alleging that the FireEye Materials infringes a valid U.S. patent or copyright issued as of the date of delivery or performance, as applicable, and FireEye shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) finally awarded against such party in connection with such action. If the FireEye Materials, or parts thereof, become, or in FireEye's opinion may become, the subject of an infringement claim, FireEye may, at its option: (i) procure for Customer the right to continue using the applicable FireEye Materials; (ii) modify or replace such FireEye Materials with a substantially equivalent non-infringing FireEye Materials; or (iii) require the return of such FireEye Materials or cease providing affected Product, Subscriptions, Deliverables or Services, and refund to Customer, with respect to Products, a pro-rata portion of the purchase price of such Products based on a three-year straight line amortization of the purchase price, and with respect to Subscriptions, a portion of any pre-paid Fees for such Subscriptions, pro rated for any unused Subscription Term, and with respect to Services, any pre-paid Fees for Services that have not been delivered. THIS SECTION 8.1 STATES THE ENTIRE LIABILITY OF FIREEYE AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE OFFERINGS, FIREEYE MATERIALS, OR DELIVERABLES.

8.2. FireEye shall have no indemnification obligations with respect to any action arising out of: (i) the use of any Product, Subscription, Deliverable, or Service, or any part thereof, in combination with software or other products not supplied by FireEye; (ii) any modification of the Products, Subscriptions, Deliverables, or Services not performed or expressly authorized by FireEye; or (iii) the use of any the Products, Subscriptions, Deliverables, or Services other than in accordance with this Agreement and applicable Documentation.

8.3. The indemnification obligations shall be subject to Customer: (i) notifying FireEye within ten (10) days of receiving notice of any threat or claim in writing of such action; (ii) giving FireEye exclusive control and authority over the defense or settlement of such action; (iii) not entering into any settlement or compromise of any such action without FireEye's prior written consent; and (iv) providing reasonable assistance requested by FireEye.

9. LIMITATION OF LIABILITY.

9.1. Consequential Damages Waiver. EXCEPT FOR LIABILITY ARISING UNDER A BREACH OF ANY INTELLECTUAL PROPERTY RIGHT OF FIREEYE, OR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INFRINGEMENT INDEMNITY), IN NO EVENT WILL FIREEYE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT FIREEYE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.2. Limitation of Monetary Damages. EXCEPT FOR LIABILITY ARISING UNDER A BREACH OF ANY INTELLECTUAL PROPERTY RIGHT OF FIREEYE, PAYMENT OBLIGATIONS OF CUSTOMER, AND THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INFRINGEMENT INDEMNITY), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY ORDER OR STATEMENT OF WORK, FIREEYE'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT, THE OFFERINGS, THE FIREEYE IP AND DELIVERABLES SHALL BE LIMITED TO THE TOTAL AMOUNTS

RECEIVED BY FIREEYE FOR THE RELEVANT OFFERINGS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH LIABILITY.

9.3. Applicability. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

9.4 SAFETY Act. FireEye and Customer hereby mutually waive and release each other from any and all liabilities relating to any claims for losses or damages of any kind (including, but not limited to, business interruption losses) arising out of an Act of Terrorism as defined by the Support Anti-Terrorism By Fostering Effective Technologies Act of 2002 ("SAFETY Act")(6 U.S.C. §§ 441-444). FireEye and Customer further agree to be solely responsible to the full extent of any and all losses they may sustain, or for any and all losses their respective employees, officers, or agents may sustain, resulting from an Act of Terrorism as defined by 6 U.S.C. §§ 441-444 when FireEye's Multi-Vector Virtual Execution Engine and any subscriptions, cloud services platform or associated services (the "Qualified Anti-Terrorism Technology") are utilized in defense against, response to, or recovery from an Act of Terrorism.

10. Export Control; Anti-Corruption; U.S. Government Restricted Rights.

10.1. Export Control. Export Control. Each party represents and warrants that it shall comply with all laws and regulations applicable to it with respect to the Offerings. Customer further acknowledges and agrees that the Products and FireEye Materials may be subject to restrictions and controls imposed by the United States Export Administration Act, the regulations thereunder, as well as European Union ("EU") or National export control laws and obligations and similar laws in other jurisdictions. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Customer covenants that it shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any Products, FireEye Materials, or technology (including products derived from or based on such technology) received from FireEye under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States and the EU, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. These prohibitions include, but are not limited to the following: (i) the Products and FireEye Materials cannot be exported or re-exported to any countries embargoed by the United States (currently including Cuba, Iran, North Korea, Sudan or Syria) which includes nationals of these countries employed by Customer; (ii) the Products and FireEye Materials cannot be exported or re-exported for military use in country group 'b' prior to valid 'export license' or valid 'license exception'; and (iii) the Products and FireEye Materials cannot be used for any prohibited end uses including any "nuclear, biological or chemical weapon related activities."; and (iv) the Products and FireEye Materials will not be re-exported or otherwise sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes. Customer agrees to notify FireEye of any suspicious activities by any employee related to the Products. Customer agrees to indemnify, to the fullest extent permitted by law, FireEye from and against any fines or penalties that may arise as a result of Customer's breach of this provision. This export control clause shall survive termination or cancellation of any Orders.

10.2. Anticorruption Laws. Each Party acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act ("the FCPA") and the U.K. Bribery Act of 2010 ("UKBA") and agrees to comply with its terms as well as any provisions of local law related thereto. Each party further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Offering. Each Party agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Each Party agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or anti-bribery law.

10.3. U.S. Government Restricted Rights. The Offerings, Deliverables and Documentation are "commercial items", "commercial computer software" and "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. All Offerings and FireEye Materials are and were developed solely at private expense. Any use, modification, reproduction, release, performance, display or disclosure of the Offerings, FireEye Materials and Documentation by the United States Government shall be governed solely by the this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.

11. CONFIDENTIAL INFORMATION.

11.1. Confidential Information. "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the disclosing party ("Discloser"); or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving such information ("Recipient"). The terms of any commercial transaction between the parties (including pricing related to the Offerings) shall be considered Confidential Information.

11.2. Maintenance of Confidentiality. Each party agrees that it shall: (i) take reasonable measures to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature; (ii) limit disclosure to those persons within Recipient's organization with a need to know and who have previously agreed in writing, prior to receipt of Confidential Information either as a condition of their employment or in order to obtain the Confidential Information, to obligations similar to the provisions hereof; (iii) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and/or which are provided to the party hereunder; and (iv) comply with, and obtain all required authorizations arising from, all U.S. and other applicable export control laws or regulations.. Confidential Information shall not be used or reproduced in any form except as required to accomplish the purposes and intent of an Order or Statement of Work. Any reproduction of Confidential Information shall be the property of Discloser and shall contain any and all notices of confidentiality contained on the original Confidential Information.

11.3. Exceptions. The parties agree that the foregoing shall not apply to any information that Recipient can evidence: (i) is or becomes publicly known and made generally available through no improper action or inaction of Recipient; (ii) was already in its possession or known by it prior to disclosure by Discloser to Recipient; (iii) is independently developed by Recipient without use of or reference to any Confidential Information; or (iv) was rightfully disclosed to it by, or obtained from, a third party. Recipient may make disclosures required by law or court order provided that Recipient: (a) uses diligent efforts to limit disclosure and to obtain, if possible, confidential treatment or a protective order; (b) has given prompt advance notice to Discloser of such required disclosure; and (c) has allowed Discloser to participate in the proceedings.

11.4. Injunctive Relief. Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

11.5. Return of Confidential Information. Within thirty (30) days after the date when all Orders and SOWs have expired or been terminated, or after any request for return of Confidential Information, each party will return to the other party or destroy all of such other party's Confidential Information, at such other party's discretion, and, upon request, provide such other party with an officer's certificate attesting to such return and/or destruction, as appropriate.

11.6. Privacy. If FireEye is a data processor under this Agreement, further to the provisions of Article 17 and 25 of the EU Data Protection Directive EU (Directive 95/46/EC), FireEye agrees that it will:

11.6.1 only deal with and process personal data controlled by Customer in compliance with, and subject to, the instructions received from Customer and in compliance with this Agreement and will not use or process the personal data for any other purpose whatever;

11.6.2 adopt and maintain appropriate (including organizational and technical) security measures in dealing with Customer's personal data in order to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing; and

11.6.3 take all reasonable steps to ensure that (i) persons employed by it, and (ii) other persons engaged at its place of work, are aware of and comply with applicable data privacy laws and regulations.

11.6.4 FireEye may process or otherwise transfer any personal information in or to any country outside the European Economic Area or any country not deemed adequate by the European Commission pursuant to Article 25(6) to the extent necessary for the provision of the Offerings. If required, FireEye will enter into the EU Standard Contractual Clauses as approved by the European Commission for ensuring an adequate level of data protection in respect of the personal information that will be processed or transferred.

12. TERM AND TERMINATION.

12.1. Term.

12.1.1 Products. Products will be licensed according to the applicable terms in Exhibit A, for the period of time stated on the Order (e.g., if the Order lists a Product as being provided for "3Y," the license for that Product is provided for three years from the date of the Order). If no period of time is stated on the Order, then the Product is licensed perpetually, unless otherwise terminated as set forth herein.

12.1.2 Support Services. Support Services will begin ten (10) days from the date of shipment of the associated Product and continue for the period of time stated on the Order("Initial Support Term"). Unless otherwise stated on the Order, the Support Services will automatically renew for additional periods of one (1) year each (each, a "Renewal Support Term" and together with the Initial Support Term, the "Support Term"), unless either party notifies the other of its intention not to renew Support Services at least sixty (60) days prior to the expiration of the then-current Support Term. Customer may terminate Support at any time, for convenience, on thirty (30) days' written notice to FireEye. If Customer terminates Support Services for convenience before the end of the then-current Support Term, Customer will pay any remaining fees owing for the remainder of the then-current Support Term within thirty (30) days of the effective date of termination.

12.1.3 Subscriptions. The term of each Subscription will begin on the Order Effective Date and will continue in effect for the period of time stated in the Order ("Initial Subscription Term"). Unless otherwise stated on the Order, the Subscription will automatically renew after its Initial Subscription Term for additional periods of one (1) year each (each, a "Renewal Subscription Term" and together with the Initial Subscription Term, the "Subscription Term"), unless either party notifies the other of its intention not to renew that Subscription at least sixty (60) days prior to the expiration of the then-current Subscription Term. Customer may terminate a Subscription at any time, for convenience, on thirty (30) days' written notice to FireEye. If Customer terminates a Subscription for convenience before the end of the then-current Subscription Term, Customer will pay any remaining fees owing for the remainder of the then-current Subscription Term within thirty (30) days of the effective date of termination.

12.1.4 Professional Services; Statements of Work. Professional Services described on an Order will be provided at mutually agreed-upon times, and will continue until complete, unless otherwise terminated as set forth herein. The term of each SOW will be as set forth in that SOW. If no term is expressed in an SOW, then the term of that SOW will begin on the SOW Effective Date and continue until the Professional Services described in that SOW are complete or the SOW is earlier terminated as set forth herein. Unless otherwise stated in a SOW, Customer may terminate a SOW at any time for convenience by giving FireEye at least thirty (30) days' written notice of its intent to terminate the SOW. If Customer terminates an SOW for convenience as set forth in this Section, Customer will pay any amounts owing for Professional Services and Deliverables provided under that SOW up to and including the date of termination. Customer may request that FireEye suspend performing Professional Services during the term of a Statement of Work, and FireEye will suspend such Professional Services within 24 hours of Customer's request. Customer acknowledges that any such suspension will not affect Customer's obligation to pay fees for Professional Services rendered through the date of suspension, and that

resumption of Professional Services may be delayed if FireEye redeploys personnel to other engagements during the period of suspension.

12.2. Termination for Material Breach. Either party may terminate any Order or any SOW upon written notice of a material breach of the applicable Order or SOW by the other party as provided below, subject to a thirty (30) day cure period ("Cure Period"). If the breaching party has failed to cure the breach within the Cure Period after the receipt by the breaching party of written notice of such breach, the non-breaching party may give a second notice to the breaching party terminating the applicable Order or SOW. Termination of any particular Order or SOW under this Section will not be deemed a termination of any other Order or SOW, unless the notice of termination states that another Order or SOW is also terminated. Notwithstanding the foregoing, the Cure Period applicable to a breach by Customer of any payment obligations under any Order or any SOW will be fifteen (15) days. Notwithstanding the foregoing, this Agreement shall terminate automatically in the event Customer has breached any license restriction and, in FireEye's determination, that breach cannot be adequately cured within the Cure Period.

12.3. Effect of Termination. Termination or expiration of any Order or SOW will not be deemed a termination or expiration of any other Orders or SOWs in effect as of the date of termination or expiration, and this Agreement will continue to govern and be effective as to those outstanding Orders and SOWs until those Orders and SOWs have expired or terminated by their own terms or as set forth herein. The provisions of Section 3 (Payment), Section 6 (Intellectual Property), Section 7.5 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Export Control; Anti-Corruption; U.S. Government Restricted Rights), 12 (Confidential Information), and 13 (Miscellaneous), and all accrued payment obligations, shall survive the termination of all Orders and SOWs and the relationship between FireEye and Customer.

13. MISCELLANEOUS.

13.1. Assignment. Customer may not assign any Order or Statement of Work, or any rights or obligations thereunder, in whole or in part, without FireEye's prior written consent, and any such assignment or transfer shall be null and void. FireEye shall have the right to assign all or part of an Order or Statement of Work without Customer's approval. Subject to the foregoing, each Order and Statement of Work shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

13.2. Entire Agreement. This Agreement along with any Order, Statement of Work and the Exhibits attached hereto is the entire agreement of the parties with respect to the Offerings and supersedes all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter thereof. FireEye does not accept, expressly or impliedly and FireEye hereby rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained or referenced in any order, acceptance, acknowledgement, or other document, or established by trade usage or prior course of dealing. This Agreement may be amended only in writing signed by authorized representatives of both parties.

13.3. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13.4. Governing Law. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any legal suit, action or proceeding arising out of or relating to the Offerings, the FireEye Materials, this Agreement, an Order or a Statement of Work will be commenced exclusively in a federal court in the Northern District of California or in state court in Santa Clara County, California, and each party hereto irrevocably submits to the jurisdiction and venue of any such court in any such suit, action or proceeding.

13.5. Independent Contractors. The parties are independent contractors. Nothing in this Agreement, any Order or any Statement of Work shall be construed to create a partnership, joint venture or agency relationship between the parties. Customer shall make no representations or warranties on behalf of FireEye.

13.6. Language. This Agreement and each Order and Statement of Work are in the English language only, which shall be controlling in all respects. All communications, notices, and Documentation to be furnished hereunder shall be in the English language only.

13.7. Notices. All notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party, and sent to the party's address as listed in this Agreement, or as updated by either party by written notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

13.8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the laws of any jurisdiction, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

13.9. Third Party Rights. Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

13.10. Waiver. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach.

13.11. Equal Opportunity. FireEye is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Jobs for Veterans Act of 2003, as well as any other regulations pertaining to these orders.

Wherefore, the parties have caused this Master Purchase Agreement to be executed as of the Effective Date.

FIREEYE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

FIREEYE IRELAND LIMITED

Signature**:** _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
PRODUCT LICENSE AND SUPPORT TERMS
(FIREEYE NX, EX, AX, PX, FX, HX, SECURITY ORCHESTRATOR™, MVX SMART GRID, AND CENTRAL MANAGEMENT SERIES (CMS) PRODUCTS)

The following terms apply to the FireEye NX, EX, AX, PX, FX, HX, Security Orchestrator, MVX Smart Grid, and Central Management Series (CMS) Products, including any add-on features such as FireEye Advanced Threat Intelligence (ATI).

1. Grant of License and Restrictions. Subject to the terms hereof, payment of all fees, and any applicable user/use limitations, FireEye grants Customer a personal, perpetual, nonsublicensable, nonexclusive, right to use the Product, in accordance with the Agreement and this Exhibit A. Customer will maintain the copyright notice and any other notices that appear on the Product, including any interfaces related to the Product. With respect to the FireEye HX Series Product, Customer may install the "agent" software component of the Product on the number of Nodes stated on the applicable Order. With respect to the FireEye EX Series Product, Customer may use the Product in connection with the number of attached URL engines (i.e., email accounts) ("Attached URL Engines") stated on the applicable Order. FireEye reserves the right to audit Customer's use of the Product to ensure compliance with this Agreement. "Nodes" are endpoint computing devices owned or controlled by Customer (such as laptops, workstations, and servers), on which Customer installs the agent software. Updates, preview features, Content Feeds and/or Support Services are not necessarily provided with the Software, may require additional payment or include additional terms and conditions, and may be provided on a "preview" basis for a limited period at no additional charge but then licensed for an additional fee at a later date. Customer acknowledges that Third Party Software distributed with the Products may be subject to separate license terms, and specifically, if the Oracle™ Java® software is included within the Product, that software is subject to the license found at http://www.oracle.com/technetwork/java/javase/terms/license/index.html.

2. Content Feeds. Subject to Customer's payment in full of all associated fees for the applicable FireEye Content Feed, as set forth on the applicable Order, FireEye shall grant a limited, non-exclusive, personal, non-transferable, non-sublicenseable right to use the Content Feed as set forth in the Documentation for the applicable Product, for Customer's internal business purposes during the active Support Term for the applicable Product. FireEye shall not disclose to any third party any personally identifiable data or Customer Confidential Information in connection with the Content Feed unless expressly authorized to do so by Customer. The Content Feeds available to the Customer with respect to the Products may include:

2.1 FireEye Dynamic Threat Intelligence™ (DTI™) – The DTI Content Feed (currently available only for customers who have purchased the FireEye NX, EX, AX, HX or FX Product) provides continual, updated information to the Product about threats.

2.2. FireEye Advanced Threat Intelligence™ (ATI™) – The ATI Content Feed (currently available only for customers who have purchased the FireEye NX Product) provides contextual information about malware detected in Customer's environment, such as information regarding threat groups associated with certain malware, industry verticals in which FireEye has observed certain threat groups operate and in which certain malware is used, and relative frequency of observation of various threats and malware.

3. Support Services. Subject to Customer's payment in full of all associated fees for FireEye Support Services, FireEye shall provide Support Services for the Products as set forth in Exhibit C, as may be updated by FireEye in its discretion.

EXHIBIT B
SUBSCRIPTION TERMS

EXHIBIT B-1
SUBSCRIPTION TERMS FOR FIREEYE AS A SERVICE (FAAS) – CONTINUOUS PROTECTION

The following terms govern the FireEye as a Service (FaaS) – Continuous Protection (CP) Subscription.

1 Definitions.

1.1 **"Alert"** means, individually and collectively, APT Alerts, High Priority Alerts, and Low Priority Alerts.

1.2 "**APT Alert**" means (a) with respect to Products other than HX, an alert generated by a Product, that is identified by the Product as being associated with a "targeted threat," which means advanced persistent threat (APT) actors or APT activity; (b) with respect to the HX Product, an alert designated by HX as XPLT, EXC, or PRE, that is triggered by a FireEye standard Indicator; and (c) with respect to the TAP Subscription, an "APT Alert" means a TAP Alert designated as an "APT Alert" in the table in Section 1.11 below.

1.3 "**APT Only Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of APT Alert. If Customer purchases the APT Only Service, FireEye will provide FaaS Reports and monitoring of only APT Alerts, and not any other Alerts.

1.4 "**Covered System**" means (i) a computing device (to the extent supported by FireEye) that Customer specifies as within the scope of the CP Subscription, and if the Customer has purchased the HX Product, on which a software agent has been installed to support CP Subscription delivery, or (ii) a computing device (to the extent supported by FireEye) whose network traffic is observable to support CP Subscription delivery; (iii) with respect to ETP Subscriptions, mailboxes monitored to support CP Subscription delivery; or (iv) any computing device that both Customer and FireEye agree is within scope of the CP Subscription.

1.5 "**Full Coverage Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of all Alerts, regardless of the severity level of the Alert as classified by the Product.

1.6 "**High Priority Alert Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of High Priority Alerts and APT Alerts.

1.7 "**FaaS Reports**" means the written reports relating to Alerts that FireEye creates and makes available to Customer through the CP Subscription.

1.8 "**High Priority Alert**" means (a) with respect to Products other than HX and FX, an alert generated by that Product that is classified by that Product as severity level "critical" or "major"; (b) with respect to the FX Product, any alert generated by the FX Product, including APT Alerts; and (c) with respect to a TAP subscription, a TAP Alert designated as a "High Priority Alert" in the table in Section 1.11 below.

1.9 "**Low Priority Alert**" means an alert generated by a Product or TAP Subscription (as applicable) that is not an APT Alert or a High Priority Alert.

1.10 "**Nodes**" or "**Node Band**" refers to number of Covered Systems within the Customer environment, which is reflected on the Subscription Order.

1.11 "**TAP Alert**" means an alert generated by the TAP Subscription, with a severity level assigned by the TAP Subscription (e.g., "Critical," "High," "Medium"). TAP Alerts are investigated and reported on as "APT Alerts" and "High Priority Alerts" as shown in the table below, depending on the TAP Rule Pack that invoked the TAP Alert:

FireEye Rule Pack	APT Alerts	High Priority Alerts
Application Detection		
Cloud Infrastructure		
Commodity Malware		All

Current Events	Critical, High	Critical, High
DTI Rules		All
Exploit Kits		All
FTP		
Industrial Control Systems	Critical, High, Medium	Critical, High, Medium
Intel Match	Critical, High, Medium	Critical, High, Medium
Linux		Critical, High
Malware Methodology		Critical, High
Phishing	Critical High	Critical, High
Point of Sale	All	All
Security Tools		Critical, High, Medium
Targeted Malware	All	All
Vendor – FireEye		
Vulnerability		Critical, High, Medium
Web Application Attacks		Critical, High, Medium
Windows		Critical, High

1.13 "**TAP Rule Packs**" means a predefined set of criteria that identifies suspicious events or threats based on the associated rule type within the TAP Subscription.

2 **Scope of FaaS – Continuous Protection (CP) Subscription**. During the Subscription Term, FireEye will provide the CP Subscription as set forth in this Section 2, according to the Subscription level purchased by Customer as set forth in the Subscription Order. If the Subscription Order does not specify the Subscription lvel purchased, then Customer will be deemed to have purchased the APT Only Service. All services Customer requests that are not described in this Section 2 will be performed at mutually agreed upon rates as set forth in Statements of Work. Unless otherwise specified, the CP Subscription is provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. The CP Subscription is available for the number of Nodes purchased (available for Customers who have purchased the FireEye NX, FX, or EX Product or the ETP or TAP Subscription). If the number of Nodes exceeds the amount reflected in the Subscription Order by more than ten percent (10%), FireEye will notify Customer in writing, and will issue an invoice for the next higher Node Band at FireEye's then-current rates pro-rated for the remaining portion of the then-current Subscription Term.

2.1 Event Analysis.

(a) Time to Begin Analysis. FireEye will begin analysis of an Alert within the times set forth in the table below, calculated from the time the Alert was generated by the Product or TAP Subscription (as applicable).

(b) Alerts Investigated. FireEye will investigate and report on the Alerts that correspond with the Subscription level the Customer purchased. If the Customer purchased the APT Only Service, FireEye will investigate and report on only APT Alerts. If the Customer purchased the High Priority Alerts Service, FireEye will investigate and report on only High Priority Alerts and APT Alerts. If the Customer purchased the All Alerts Service, FireEye will investigate and report on APT Alerts, High Priority Alerts, and Low Priority Alerts. FireEye has no obligation to investigate and report on Alerts that fall outside the purchased Subscription level.

(c) Initial Investigation. FireEye analysts will perform an initial analysis of the Customer's Covered Systems to determine if the Alert is a true or false positive, benign or suspicious activity.

(d) FaaS Reports. If FireEye's investigation determines that the Alert indicates a true compromise, FireEye will publish a FaaS Report to the FaaS Portal within one (1) hour of the time FireEye makes that determination. Regardless of whether FireEye's investigation determines that an Alert indicates a true compromise, FireEye will publish a FaaS Report on the Alert to the FaaS Portal within the times set forth in the table

below, based on the classification of the Alert (APT Alert, High Priority Alert, Low Priority Alert). Customer acknowledges that in some cases, when FireEye's investigation is not complete, a FaaS Report may provide only an update of current status of the Alert investigation.

Alerts Investigated (Level of Service)			**FaaS Alert Classification**	**Time to Begin Investigation (from time Product or TAP Subscription generates Alert)**	**Time to Publish FaaS Report (from time FireEye validates actual compromise)**	**Time to Publish FaaS Report (when no validation of actual compromise; from time Product or TAP Subscription generates Alert)**
APT Only Service	**High Priority Alerts Service**	**Full Coverage Service**				
Yes	Yes	Yes	APT Alert	1 hours	1 hour	24 hours
No	Yes	Yes	High Priority Alert	7 hours	1 hour	24 hours
No	No	Yes	Low Priority Alert	24 hours	1 hour	48 hours

The service levels noted in the table above will become effective thirty (30) days following the Order Effective Date, to allow time for Customer to install Products and for FireEye to determine the level of staffing needed to respond to Alerts in Customer's environment.

(e) Extended Investigations; Multiple Related Alerts. When FireEye has identified a true positive or suspicious activity, FireEye analysts may perform an extended investigation, and/or may aggregate and review multiple Alerts from related Covered Systems to determine the extent of activity related to the Alert. FireEye analysts may append results from the extended investigation or subsequent Alert investigations to the initial FaaS Report if FireEye determines that additional or subsequent Alerts are related, and in such cases, FireEye will not be required to issue a separate FaaS Report for each such related Alert.

(f) Non-Remediable Alerts. FireEye has no obligation to notify the Customer or generate a new FaaS Report on new Alerts that are directly related to previous investigations where a FaaS Report has been published and FireEye has provided recommended remediation steps, when the Customer has acknowledged the FaaS Report but chooses not to or cannot remediate the cause of these Alerts.

(g) Alert Priority. FireEye may re-prioritize Alerts, regardless of their severity classification, to provide focus to Alerts that FireEye determines may have the largest impact to the Customer's environment.

(h) Continuity of Monitoring. All monitoring, investigation and reporting activities described in this Section 2.1 will be provided on a 24/7/365 basis.

2.2 System Health Monitoring and Notification. For Customers who have purchased the FireEye NX, EX, or FX Product, FireEye will provide Customer with notifications of system health issues such as connectivity problems.

2.3 Containment. When the Customer has purchased the HX Product, FireEye may, when appropriate, recommend containment of the target Covered System from the Customer's network. Containment must be executed by the Customer.

2.4 Portal Access. Alerts and FaaS Reports will be provided via an online portal ("FaaS Portal"), and FireEye will provide login credentials to the Customer to enable access to the FaaS Portal. The FaaS Portal will be available 99.9% of the time in any calendar month, other than Downtime, as defined below, and this FaaS Portal Service Level commitment will be subject to the Service Level Credits set forth in Section 3 below.

2.5 FireEye Intelligence Center. During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

(a) Permitted Use; Reports. Customer may access, view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye IP. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

(b) Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100) queries of IP addresses and domain names and (B) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

(c) User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC, including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including CTI, to the extent such information is de-identified.

(d) Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

(e) Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

2.6 Reseller and Partner Purchases. If Customer receives the Subscription via a FireEye authorized services or support partner (a "Partner"), Customer agrees that the Subscription and FaaS Reports may be delivered to Customer through the Partner. Notwithstanding any other confidentiality obligations between the parties, Customer authorizes FireEye to disclose information related to the Subscription and Customer Data to Partner.

2.7 Customer Networks. The Subscription may only be provided for computer systems and networks leased to or owned by Customer, and under Customer's control, up to the number of Nodes allowed, as set forth in the applicable Subscription Order.

2.8 Connectivity Requirements. Unless otherwise specified, the Subscription are provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. Customer must provide outbound TCP-based connectivity from all Products to FireEye for the establishment of a virtual private network (VPN). Details pertaining to specific network access requirements will be established in conjunction with installation activities.

2.9 **Credential Security.** Customer will be responsible for the following: (a) providing accurate information to FireEye for provisioning access to (and removal of) Customer personnel access to the FaaS Portal; (b) implementing and adhering to strong password standards; (c) providing accurate information to FireEye for domain whitelisting; and (d) reporting any security issues related to the Subscription (including the FaaS Portal) to FireEye immediately.

2.10 **Exclusions.** Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide the Subscription for (i) Products for which Customer does not have an active Subscription in place; (ii) Products that the Customer (or FireEye or another third party on Customer's behalf) has configured with a one-way feed of FireEye's Dynamic Threat Intelligence (DTI) Subscription; (iii)

Products with an installed FireEye operating system less than version 6.2; (iv) Products that have been declared end of life; (v) Products that have no active Support Service in place; (vi) Products for which software updates have not been applied; (vii) Products that have not been installed and deployed; or (viii) Products that are misconfigured or incorrectly deployed, which prevents the Products from monitoring the Covered Systems. Customer acknowledges that to facilitate FireEye's efficient performance of the Subscription, FireEye may control some features and functionality of the Products, and that such features or functionality may not be available for Customer's independent use during the Subscription Term.

3. FaaS Portal Availability

3.1 FireEye shall undertake commercially reasonable efforts to ensure the FaaS Portal availability for 99.9% of the time during each calendar month.

3.1.1 "Service Outage" is where the FaaS Portal is not available due to a failure or a disruption in the FaaS Portal that is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

3.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the FaaS Portal may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

3.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the FaaS Portal during the Emergency Maintenance.

3.1.4 "System Availability" means the percentage of total time during which the FaaS Portal shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

3.2. Remedy

3.2.1 In the event that the FaaS Portal does not meet the monthly service availability defined in 3.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of FaaS Portal Availability per Calendar Month	Service Credit
<99.9%	2%
<99.0%	5%
<98.0%	10%

3.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when Customer experiences a disruption in availability of the FaaS Portal and ending when a successful solution or workaround allowing for full restoration of the FaaS Portal is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the calendar month in which the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

3.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

3.2.4 Customer shall not be entitled to receive a Credit that exceeds 10% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

EXHIBIT B-2
SUBSCRIPTION TERMS FOR FIREEYE AS A SERVICE (FAAS) – CONTINUOUS VIGILANCE

The following terms govern the FireEye as a Service (FaaS) – Continuous Vigilance (CV) Subscription.

3 Definitions.

3.1 **"Alert"** means, individually and collectively, APT Alerts, High Priority Alerts, and Low Priority Alerts.

3.2 "**APT Alert**" means (a) with respect to Products other than HX, an alert generated by a Product, that is identified by the Product as being associated with a "targeted threat," which means advanced persistent threat (APT) actors or APT activity; (b) with respect to the HX Product, an alert designated by HX as XPLT, EXC, or PRE, that is triggered by a FireEye standard Indicator; and (c) with respect to the TAP Subscription, an "APT Alert" means a TAP Alert designated as an "APT Alert" in the table in Section 1.11 below.

3.3 "**APT Only Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of APT Alert. If Customer purchases the APT Only Service, FireEye will provide FaaS Reports and monitoring of only APT Alerts, and not any other Alerts.

3.4 "**Covered System**" means (i) a computing device (to the extent supported by FireEye) that Customer specifies as within the scope of the CV Subscription, and if the Customer has purchased the HX Product, on which a software agent has been installed to support CV Subscription delivery, or (ii) a computing device (to the extent supported by FireEye) whose network traffic is observable to support CV Subscription delivery; (iii) with respect to ETP Subscriptions, mailboxes monitored to support CV Subscription delivery; or (iv) any computing device that both Customer and FireEye agree is within scope of the CV Subscription.

3.5 "**Full Coverage Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of all Alerts, regardless of the severity level of the Alert as classified by the Product.

3.6 "**High Priority Alert Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of High Priority Alerts and APT Alerts.

3.7 "**FaaS Reports**" means the written reports relating to Alerts that FireEye creates and makes available to Customer through the CV Subscription.

3.8 "**High Priority Alert**" means (a) with respect to Products other than HX and FX, an alert generated by that Product that is classified by that Product as severity level "critical" or "major"; (b) with respect to the FX Product, any alert generated by the FX Product, including APT Alerts; and (c) with respect to a TAP subscription, a TAP Alert designated as a "High Priority Alert" in the table in Section 1.11 below.

3.9 "**Low Priority Alert**" means an alert generated by a Product or TAP Subscription (as applicable) that is not an APT Alert or a High Priority Alert.

3.10 "**Nodes**" or "**Node Band**" refers to number of Covered Systems within the Customer environment, which is reflected on the Subscription Order.

3.11 "**TAP Alert**" means an alert generated by the TAP Subscription, with a severity level assigned by the TAP Subscription (e.g., "Critical," "High," "Medium"). TAP Alerts are investigated and reported on as "APT Alerts" and "High Priority Alerts" as shown in the table below, depending on the TAP Rule Pack that invoked the TAP Alert:

FireEye Rule Pack	APT Alerts	High Priority Alerts
Application Detection		
Cloud Infrastructure		
Commodity Malware		All

Current Events	Critical, High	Critical, High
DTI Rules		All
Exploit Kits		All
FTP		
Industrial Control Systems	Critical, High, Medium	Critical, High, Medium
Intel Match	Critical, High, Medium	Critical, High, Medium
Linux		Critical, High
Malware Methodology		Critical, High
Phishing	Critical High	Critical, High
Point of Sale	All	All
Security Tools		Critical, High, Medium
Targeted Malware	All	All
Vendor – FireEye		
Vulnerability		Critical, High, Medium
Web Application Attacks		Critical, High, Medium
Windows		Critical, High

1.13 "**TAP Rule Packs**" means a predefined set of criteria that identifies suspicious events or threats based on the associated rule type within the TAP Subscription.

2 **Scope of FaaS – Continuous Vigilance (CV) Subscription**. During the Subscription Term, FireEye will provide the CV Subscription as set forth in this Section 2, according to the Subscription level purchased by Customer as set forth in the Subscription Order. If the Subscription Order does not specify the Subscription lvel purchased, then Customer will be deemed to have purchased the APT Only Service. All services Customer requests that are not described in this Section 2 will be performed at mutually agreed upon rates as set forth in Statements of Work. Unless otherwise specified, the CV Subscription is provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. The CV Subscription is available for the number of Nodes purchased (available for Customers who have purchased the FireEye NX, FX, or EX Product or the ETP or TAP Subscription). If the number of Nodes exceeds the amount reflected in the Subscription Order by more than ten percent (10%), FireEye will notify Customer in writing, and will issue an invoice for the next higher Node Band at FireEye's then-current rates pro-rated for the remaining portion of the then-current Subscription Term.

2.1 Event Analysis.

(e) Time to Begin Analysis. FireEye will begin analysis of an Alert within the times set forth in the table below, calculated from the time the Alert was generated by the Product or TAP Subscription (as applicable).

(f) Alerts Investigated. FireEye will investigate and report on the Alerts that correspond with the Subscription level the Customer purchased. If the Customer purchased the APT Only Service, FireEye will investigate and report on only APT Alerts. If the Customer purchased the High Priority Alerts Service, FireEye will investigate and report on only High Priority Alerts and APT Alerts. If the Customer purchased the All Alerts Service, FireEye will investigate and report on APT Alerts, High Priority Alerts, and Low Priority Alerts. FireEye has no obligation to investigate and report on Alerts that fall outside the purchased Subscription level.

(g) Initial Investigation. FireEye analysts will perform an initial analysis of the Customer's Covered Systems to determine if the Alert is a true or false positive, benign or suspicious activity.

(h) FaaS Reports. If FireEye's investigation determines that the Alert indicates a true compromise, FireEye will publish a FaaS Report to the FaaS Portal within one (1) hour of the time FireEye makes that determination. Regardless of whether FireEye's investigation determines that an Alert indicates a true compromise, FireEye will publish a FaaS Report on the Alert to the FaaS Portal within the times set forth in the table

below, based on the classification of the Alert (APT Alert, High Priority Alert, Low Priority Alert). Customer acknowledges that in some cases, when FireEye's investigation is not complete, a FaaS Report may provide only an update of current status of the Alert investigation.

Alerts Investigated (Level of Service)			**FaaS Alert Classification**	**Time to Begin Investigation (from time Product or TAP Subscription generates Alert)**	**Time to Publish FaaS Report (from time FireEye validates actual compromise)**	**Time to Publish FaaS Report (when no validation of actual compromise; from time Product or TAP Subscription generates Alert)**
APT Only Service	**High Priority Alerts Service**	**Full Coverage Service**				
Yes	Yes	Yes	APT Alert	1 hours	1 hour	24 hours
No	Yes	Yes	High Priority Alert	7 hours	1 hour	24 hours
No	No	Yes	Low Priority Alert	24 hours	1 hour	48 hours

The service levels noted in the table above will become effective thirty (30) days following the Order Effective Date, to allow time for Customer to install Products and for FireEye to determine the level of staffing needed to respond to Alerts in Customer's environment.

(e) Extended Investigations; Multiple Related Alerts. When FireEye has identified a true positive or suspicious activity, FireEye analysts may perform an extended investigation, and/or may aggregate and review multiple Alerts from related Covered Systems to determine the extent of activity related to the Alert. FireEye analysts may append results from the extended investigation or subsequent Alert investigations to the initial FaaS Report if FireEye determines that additional or subsequent Alerts are related, and in such cases, FireEye will not be required to issue a separate FaaS Report for each such related Alert.

(f) Non-Remediable Alerts. FireEye has no obligation to notify the Customer or generate a new FaaS Report on new Alerts that are directly related to previous investigations where a FaaS Report has been published and FireEye has provided recommended remediation steps, when the Customer has acknowledged the FaaS Report but chooses not to or cannot remediate the cause of these Alerts.

(g) Alert Priority. FireEye may re-prioritize Alerts, regardless of their severity classification, to provide focus to Alerts that FireEye determines may have the largest impact to the Customer's environment.

(h) Hunting. FireEye will conduct periodic proactive hunting techniques on Covered Systems to look for additional indicators of malicious or attacker activity. When FireEye's investigation reveals a compromise, then within one (1) hour of the time FireEye makes that determination, FireEye will publish a FaaS Report related to that activity to the FaaS Portal.

(i) Continuity of Monitoring. All monitoring, investigation and reporting activities described in this Section 2.1 will be provided on a 24/7/365 basis.

2.2 System Health Monitoring and Notification. For Customers who have purchased the FireEye NX, EX, or FX Product, FireEye will provide Customer with notifications of system health issues such as connectivity problems.

2.3 Containment. When the Customer has purchased the HX Product, FireEye may, when appropriate, recommend containment of the target Covered System from the Customer's network. Containment must be executed by the Customer.

2.4 Portal Access. Alerts and FaaS Reports will be provided via an online portal ("FaaS Portal"), and FireEye will provide login credentials to the Customer to enable access to the FaaS Portal. The FaaS Portal will be

available 99.9% of the time in any calendar month, other than Downtime, as defined below, and this FaaS Portal Service Level commitment will be subject to the Service Level Credits set forth in Section 3 below.

2.5 FireEye Intelligence Center. During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

(f) Permitted Use; Reports. Customer may access, view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye IP. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

(g) Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100) queries of IP addresses and domain names and (B) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

(h) User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC, including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including CTI, to the extent such information is de-identified.

(i) Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

(j) Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

2.6 Reseller and Partner Purchases. If Customer receives the Subscription via a FireEye authorized services or support partner (a "Partner"), Customer agrees that the Subscription and FaaS Reports may be delivered to Customer through the Partner. Notwithstanding any other confidentiality obligations between the parties, Customer authorizes FireEye to disclose information related to the Subscription and Customer Data to Partner.

2.7 Customer Networks. The Subscription may only be provided for computer systems and networks leased to or owned by Customer, and under Customer's control, up to the number of Nodes allowed, as set forth in the applicable Subscription Order.

2.8 Connectivity Requirements. Unless otherwise specified, the Subscription are provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. Customer must provide outbound TCV-based connectivity from all Products to FireEye for the establishment of a virtual private network (VPN). Details pertaining to specific network access requirements will be established in conjunction with installation activities.

2.9 **Credential Security.** Customer will be responsible for the following: (a) providing accurate information to FireEye for provisioning access to (and removal of) Customer personnel access to the FaaS Portal; (b) implementing and adhering to strong password standards; (c) providing accurate information to FireEye for domain whitelisting; and (d) reporting any security issues related to the Subscription (including the FaaS Portal) to FireEye immediately.

2.10 **Exclusions.** Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide the Subscription for (i) Products for which Customer does not have an active Subscription in place; (ii) Products that the Customer (or FireEye or another third party on Customer's behalf) has configured with a one-way feed of FireEye's Dynamic Threat Intelligence (DTI) Subscription; (iii) Products with an installed FireEye operating system less than version 6.2; (iv) Products that have been declared end of life; (v) Products that have no active Support Service in place; (vi) Products for which software updates have not been applied; (vii) Products that have not been installed and deployed; or (viii) Products that are misconfigured or incorrectly deployed, which prevents the Products from monitoring the Covered Systems. Customer acknowledges that to facilitate FireEye's efficient performance of the Subscription, FireEye may control some features and functionality of the Products, and that such features or functionality may not be available for Customer's independent use during the Subscription Term.

3. FaaS Portal Availability

3.1 FireEye shall undertake commercially reasonable efforts to ensure the FaaS Portal availability for 99.9% of the time during each calendar month.

3.1.1 "Service Outage" is where the FaaS Portal is not available due to a failure or a disruption in the FaaS Portal that is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

3.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the FaaS Portal may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

3.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the FaaS Portal during the Emergency Maintenance.

3.1.4 "System Availability" means the percentage of total time during which the FaaS Portal shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

3.2. Remedy

3.2.1 In the event that the FaaS Portal does not meet the monthly service availability defined in 3.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of FaaS Portal Availability per Calendar Month	Service Credit
<99.9%	2%
<99.0%	5%
<98.0%	10%

3.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when Customer experiences a disruption in availability of the FaaS Portal and ending when a successful solution or workaround allowing for full restoration of the FaaS Portal is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the calendar month in which the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

3.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

3.2.4 Customer shall not be entitled to receive a Credit that exceeds 10% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

EXHIBIT B-3
SUBSCRIPTION TERMS FOR FIREEYE THREAT ANALYTICS PLATFORM (TAP)

The following terms govern the Threat Analytics Platform Subscription, including purchase and support of TAP Cloud Collector™ Appliances and Support.

1. TAP Software, Alerts

1.1.1 TAP Software and Hardware. As part of the TAP Subscription, FireEye may deliver to Customer one or more software files (individually and collectively, "TAP Software"), and/or one or more "Cloud Collector" hardware appliances ("Cloud Collector Appliances"), which may contain TAP Software. Subject to full payment of all Fees associated with the TAP Subscription, FireEye grants to Customer a non-exclusive, limited right and license to install and run the TAP Software during the Subscription Term solely for purposes of using the TAP Subscription in accordance with the Documentation for the TAP Subscription.

1.1.2 Access; Customer Logs. FireEye will provide Customer with credentials to enable access to the TAP Subscription. Using the TAP Software, and subject to payment of Fees for the TAP Subscription and any Cloud Collector Appliances, Customer may upload Customer Logs to the TAP portal ("TAP Portal"). "Customer Logs" means any communications, logs and other content and information that Customer or anyone using Customer's account contributes to or through the TAP Portal. Customer grants to FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive license and right to reproduce, modify, create derivative works from, publish, distribute, sell, sub-license, transmit, publicly display and provide access to Customer Logs, for purposes of enhancing FireEye's products and services, so long as (i) FireEye ensures that any Customer Confidential Information is removed from Customer Logs, and (ii) FireEye's use of Customer Logs does not in any way identify Customer or its employees or in any other way allow a third party to identify Customer as the source of the Customer Logs. Customer Logs are Customer's property, and other than the licenses granted in herein, FireEye does not obtain any ownership rights in Customer Logs.

1.1.3 TAP Alerts. Some features of the TAP Subscription may generate alerts of suspected malicious activity (each, a "TAP Alert"). TAP Alerts are FireEye Materials. FireEye hereby grants to Customer a limited, non-exclusive right to use TAP Alerts, and reproduce and distribute those TAP Alerts internally for Customer's own business purposes.

1.1.4 Cloud Collector Management. If Customer has installed Cloud Collectors in connection with the TAP Subscription, then FireEye will continuously monitor the Customer's Cloud Collector Appliances or Cloud Collector TAP Software for system health issues such as monitoring to ensure proper throughput and relay of data.

1.1.5 Cloud Collector Appliances. If the Customer has purchased Cloud Collector Appliances, then during the TAP Subscription Term, FireEye will replace any defective Cloud Collector Appliances as follows:

a) Prior to any return, Customer shall verify that the Cloud Collector Appliance at issue is defective by logging a Support request via one of the mechanisms provided in the Documentation and in accordance with FireEye's RMA procedures, including providing the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information.

b) Upon confirmation by FireEye of a defect, Customer shall obtain from FireEye an RMA number. FireEye shall ship via a recognized express courier service a replacement Cloud Collector Appliance to Customer to arrive no later than next business day after FireEye's issuance of an RMA number, provided the RMA number was issued prior to the business day cutoff time local to the defective Cloud Collector Appliance, provided the replacement does not require any custom pre-configuration, and provided no external-to-FireEye circumstances prevent the delivery. The replacement Cloud Collector Appliance may be a new or reconditioned Cloud Collector Appliance (of equivalent or better quality) at FireEye's sole discretion.

c) FireEye shall pay the shipping costs to ship the replacement Cloud Collector Appliance to Customer, but Customer shall bear any and all risk of loss of or damage to said Cloud Collector Appliance at all times after said Cloud Collector Appliance is made available by FireEye to the common carrier.

d) Within five (5) business days after Customer receives the replacement Cloud Collector Appliance from FireEye, Customer shall package the defective Cloud Collector Appliance in its original packing material or equivalent, write the RMA number on the outside of the package and return the defective Cloud Collector Appliance, at FireEye's cost (provided Customer utilizes FireEye's designated courier service and properly packages the defective Cloud Collector Appliance according to FireEye's instructions), shipped properly insured, FOB FireEye's designated facility. Customer shall enclose with the returned Cloud Collector Appliance the applicable RMA form, and any other documentation or information requested by FireEye customer support. Customer shall assume any and all risk of loss of or damage to such Cloud Collector Appliance during shipping. Title to the defective Cloud Collector Appliance shall pass to FireEye upon FireEye's receipt thereof.

e) When a replacement Cloud Collector Appliance is provided and Customer fails to return the defective Cloud Collector Appliance to FireEye within ten (10) business days after Customer receives the replacement Cloud Collector Appliance from FireEye, FireEye may charge Customer, and Customer shall pay for the replacement Cloud Collector Appliance at the then-current list price.

2. Event Volume; True-Up

2.1.1 Fees for the TAP Subscription are divided into "Tiers" based on the volume of events processed through the TAP Subscription per second ("Event Volume"). If at any point during the Subscription Term, Customer's Event Volume exceeds the Tier upon which Customer's TAP Subscription Fees were based, FireEye will not guarantee that Customer Logs in excess of the purchased Tier will be ingested and processed by the TAP Subscription. In times of Event Volume in excess of the paid Tier, Customer Logs will enter a queue. Excessive queueing may cause Customer Logs to be lost from the queue. If at any point during the Subscription Term, Customer's average Event Volume for any consecutive thirty-day period exceeds the Tier upon which Customer's TAP Subscription Fees were based, FireEye may issue a true-up invoice for the pro-rated difference between the Fees already paid for that Subscription Term and FireEye's list prices for the Fees for the Tier associated with Customer's actual Event Volume for that thirty-day period, pro-rated to reflect that thirty-day period and the remainder of the Subscription Term. FireEye will apply any discounts that were applied to initial Fees to FireEye's list prices for any true-up invoice. Until such time that the True Up invoice is paid in full, the TAP Subscription will continue to ingest and process only the Event Volume of the purchased Tier, allowing any excess Customer Logs to enter queueing conditions. The Tier for any Renewal Subscription Term will be the Tier associated with the actual Event Volume for the immediately preceding Subscription Term.

2.1.2 At the end of the Initial Subscription Term and each Renewal Subscription Term, FireEye may true-up Fees for that Subscription Term, and if the average monthly Event Volume for that Subscription Term exceeds the maximum Event Volume for the Tier for which Customer previously paid Fees, then (a) FireEye will issue a true-up invoice reflecting the difference between the Fees already paid for that Subscription Term and the Fees for the Tier associated with Customer's actual Event Volume.

3. TAP Portal Availability

3.1 FireEye shall undertake commercially reasonable efforts to ensure the TAP Portal availability for 99.9% of the time during each calendar month.

3.1.1 "Service Outage" is where the TAP Portal is not available due to a failure or a disruption in TAP Portal that is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

3.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the TAP Portal may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

3.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the TAP Portal during the Emergency Maintenance.

3.1.4 "System Availability" means the percentage of total time during which the TAP Portal shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

3.2. Remedy

3.2.1 In the event that the TAP Portal does not meet the monthly service availability defined in 6.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of TAP Portal Availability per Calendar Month	Service Credit
<99.9%	2%
<99.0%	5%
<98.0%	10%

3.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when Customer experiences unavailability of the TAP Portal and ending when a successful solution or workaround allowing for full restoration of the TAP Portal is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the date the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

3.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

3.2.4 Customer shall not be entitled to receive a Credit that exceeds 10% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

4. FireEye Intelligence Center™ (FIC™), Community Threat Intelligence™ (CTI™). During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

i. Permitted Use; Reports. Customer may view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye Materials. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports and FIC Content using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

ii. Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100)queries of IP addresses and domain names, and (ii) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

iii. User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including the CTI platform, to the extent such information is de-identified.

iv. Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

v. Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

EXHIBIT B-4
SUBSCRIPTION TERMS FOR FIREEYE EMAIL THREAT PREVENTION (ETP) and MOBILE THREAT PREVENTION (MTP)

The following terms govern the Email Threat Prevention Subscription and Mobile Threat Prevention Subscription.

1. Definitions.

"Cloud Subscription" means the online, web-based applications and platform which is made accessible to Customer by FireEye via a designated website, which includes the associated offline Software components to be used in connection with FireEye Mobile Threat Prevention and/or FireEye Email Threat Prevention. FireEye Mobile Threat Prevention ("MTP") and FireEye Email Threat Prevention ("ETP") are separate Cloud Subscriptions and usage is conditional on what the Customer has indicated on an Order.

"Customer Data" means data, information, applications, and any other items originated by Customer that Customer submits to the Cloud Subscription.

"Customer Representatives" means any employee or contractor of Customer or Mobile Device Manager to whom Customer provides access to the Cloud Subscriptions (or any component thereof, including Software) for use on behalf of and for the benefit of the Customer and for Customer's internal business purposes, subject to all the terms and conditions of this Agreement.

"Licensed Device" means (i) with respect to MTP, the registered devices that Customer may have at any time that are registered to the Cloud Subscription; which maximum number shall be based on the subscription fees paid by Customer and identified on the relevant purchase order from Customer as approved and invoiced by FireEye; and (ii) with respect to ETP, the number of email inboxes Customer may have at any time that are registered to the Cloud Subscription; which maximum number shall be based on the subscription fees paid by Customer and identified on the relevant purchase order from Customer as approved and invoiced by FireEye. For the avoidance of doubt, with respect to MTP, "registered devices" are those devices which have loaded device Software and which have been registered to the Cloud Subscription and which have not been retired (meaning unregistered).

"Mobile Device Manager" shall mean a third party who has been engaged by the Customer to provide security services for Licensed Devices for the benefit of Customer. Where indicated as such, the Mobile Device Manager shall be a subset of the definition of the Customer Representatives solely as applicable to MTP.

"Software" means the object code version of FireEye's proprietary computer programs delivered to Customer hereunder for use in connection with the Cloud Subscriptions, including collectively and individually the device-side software used on devices registered to the Cloud Subscription ("Device Software") and any connector software and/or any other server-side software (collectively the "Premise Software") , each which are delivered to Customer hereunder for use in connection with the Cloud Subscriptions, and any Documentation, backup copies and updates, upgrades, maintenance releases, bug fixes to any of the forgoing provided to Customer hereunder.

2. Right of Access and Use. During the Subscription Term, and subject to the terms of this Agreement, FireEye grants to Customer a non-exclusive right to (a) permit those Customer Representatives authorized by Customer to access and use the Cloud Subscriptions on Customer's behalf in compliance with the terms of this Agreement, and (b) to install, copy and use Premise Software in connection with Cloud Subscriptions in accordance with the Agreement and this Exhibit, but solely on systems and hardware owned or controlled or otherwise managed by Customer on behalf of and for the benefit of Customer, (c) to install, copy and use Device Software in connection with Cloud Subscriptions in accordance with the Documentation, but solely on devices used by Customer Representatives on behalf of and for the benefit of Customer. Notwithstanding anything else herein, the number of devices Customer and/or Customer Representatives may register to the Cloud Subscriptions may not exceed the number of Licensed Devices.

Notwithstanding anything to the contrary herein, if Customer is using the Cloud Subscriptions for evaluation purposes then such Customer usage is solely for internal testing and evaluation and the Subscription Term shall not exceed fifteen (15) days unless otherwise mutually agreed upon in a signed Evaluation License Agreement.

3. Restrictions. Except as otherwise expressly permitted under this Agreement, Customer agrees that it shall not, nor shall it permit any third party to, (a) use the Cloud Subscriptions (or any portion thereof) in excess of or beyond the Subscription Term, the Licensed Device quantity, and/or other restrictions/limitations described in this Agreement; use the Cloud Subscriptions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights; (d) interfere with or disrupt the integrity or performance of the Cloud Subscriptions or third-party data contained therein; (e) use the Software on equipment or devices which are not specified in the Documentation; (f) Cloud Subscription specific to ETP Cloud Subscriptions, Customer shall route email through a commercially available secure email gateway for anti-spam scanning prior to relay through the FireEye network. No rights or licenses are granted other than as expressly and unambiguously set forth herein. Customer access and usage for the Cloud Subscriptions is limited to the MTP or ETP Subscription that has been paid or are being evaluated by the Customer.

4. Updates, Malware Detection Content and Support Services. Updates and malware detection content and/or support services are not necessarily provided with the Software or Subscriptions, and may require additional payment or include additional terms and conditions. However, to the extent that an update to the Software and/or malware detection content is provided, such update/content shall be deemed "Software" provided subject to this Agreement. If malware detection content/support services are provided, FireEye reserves the right to change the scope or duration of such services at anytime, and to access, freely use and distribute data collected from Customer through such services. If such services are made available, Customer may be required to pay fees or other charges for use or access to some or all such services, which fees and terms will be specified in the invoice or order form for such service.

5. Device Count Increases; Reporting; Invoice. If the number of devices that Customer or Customer Representatives have registered to the Cloud Subscription ("Actual Device Count") exceeds Customer's then current Licensed Device count or if Customer wishes to increase the Licensed Device count, then Customer shall notify FireEye (or the applicable FireEye Partner) and submit an Order for the incremental Subscription Fees due, and upon receipt of such Order, the Licensed Device count shall be amended to reflect this change. Upon written request, Customer will provide FireEye a report identifying (i) the Actual Devices; (ii) the copies of and location of the Premise Software maintained; and (iii) any other information reasonably requested by FireEye at the time as it relates to the use of the Cloud Subscription to determine compliance with the terms of this Agreement. FireEye and/or its Authorized Resellers may invoice Customer if it learns of any shortfalls, i.e. that the Licensed Device Count is below the Actual Device count. The fees charged to Customer for increases in License Device counts will be based on the then-current Subscription Term pricing.

6. Cloud Subscription Availability

6.1 FireEye shall undertake commercially reasonable efforts to ensure the Cloud Subscription availability for 99.9% of the time during each calendar month.

6.1.1 "Service Outage" is where the Customer is not receiving Cloud Subscription due to a failure or a disruption in the Cloud Subscriptions and is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

6.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the Cloud Subscriptions may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

6.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the Cloud Subscriptions during the Emergency Maintenance.

6.1.4 "System Availability" means the percentage of total time during which the Cloud Subscriptions shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

6.2. Remedy

6.2.1 In the event that the Cloud Subscription does not meet the monthly service availability defined in 6.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of System Availability per Calendar Month	Service Credit
<99.9%	25%
<99.0%	50%
<98.0%	100%

6.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when there is a disruption in Cloud Subscription and ending when a successful solution or workaround allowing for full restoration of the Cloud Subscriptions is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the date the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

6.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

6.2.4 Customer shall not be entitled to receive a Credit that exceeds 100% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

EXHIBIT B-5
SUBSCRIPTION TERMS FOR FIREEYE ADVANCED THREAT INTELLIGENCE PLUS (ATI+)

The following terms govern the Advanced Threat Intelligence Plus (ATI+) Subscription.

The ATI+ Subscription comprises two features: Continuous Monitoring ("CM" or "Continuous Monitoring") and the FireEye Intelligence Center™ (FIC™) ("FIC").

1. Continuous Monitoring

The Continuous Monitoring portion of the Subscription is purchased in connection with one or more FireEye Products, and includes the following during the Subscription Term for the specific Products for which Continuous Monitoring was purchased (some Products may not be eligible for CM):

(a) Critical Event Notification. For Customers who have purchased the FireEye NX, FX, HX or EX Product, MVX Smart Grid with Network Smart node product combination, or the ETP or TAP Subscription, FireEye will provide Customer with proactive notifications of events FireEye determines to be critical that are logged by the Products ("Alerts"). FireEye will also provide Customer with access to a detailed description of the Alert. Alerts are not proof of vulnerability, threats or attacks on Customer.

(b) System Health Monitoring and Notification. For Customers who have purchased the FireEye NX, EX, FX, HX AX or FX Product, or MVX Smart Grid w/Network Smart node combination (hardware only), FireEye will provide Customer with proactive notifications of serious system health issues related to the hardware for Products covered by Continuous Monitoring. Customers will also be provided with metrics on critical event notifications and, for purchased hardware, the status of monitored hardware parameters.

(c) Portal Access. Alerts and critical event notifications from Continuous Monitoring will be provided via an online portal, and FireEye will provide login credentials to the Customer to enable access to that portal.

(d) Continuity of Monitoring. The monitoring activities described in (a)-(c) above will be provided on a 24/7 basis.

(f) Reseller and Partner Purchases. If Customer receives the Subscription via a FireEye Partner, Customer agrees that the Subscription may be delivered to Customer through the Partner. Notwithstanding any other confidentiality obligations between the parties, Customer authorizes FireEye to disclose information related to the Subscription to the Partner.

(g) Exclusions. Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide the Subscription for (i) Products for which Customer does not have an active Subscription in place; (ii) Products that the Customer (or FireEye or another third party on Customer's behalf) has configured with a one-way feed of FireEye's Dynamic Threat Intelligence subscription; (iii) Products with an installed FireEye operating system less than version 6.2; (iv) Products that are end of life; (v) Products that have no active support service in place; (vi) Products for which software updates have not been applied; or (vii) Products that have not been installed and deployed.

2. FireEye Intelligence Center™ (FIC™), Community Threat Intelligence™ (CTI™)

FireEye will provide the FIC portion of the Subscription, which includes the Community Threat Intelligence (CTI) platform, during the Subscription Term, as set forth below:

2.1 Permitted Use; Reports. Customer may view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye Materials. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports and FIC Content using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

2.2 Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (i) one hundred (100) queries of IP addresses and domain names, and (ii) one hundred (100) queries of malware per day. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

2.3 User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC including any contributions to or through the CTI platform. Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including the CTI platform to the extent such information is de-identified.

2.4 Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC. Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

EXHIBIT B-6
SUBSCRIPTION TERMS FOR FIREEYE INTELLIGENCE CENTER™ (FIC™) (INCLUDING COMMUNITY THREAT INTELLIGENCE™ (CTI™))

The following terms govern the FireEye Intelligence Center™ (FIC™) Subscription, which includes access to the Community Threat Intelligence™ (CTI™) platform.

1. During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

i. Permitted Use; Reports. Customer may view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye Materials. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports and FIC Content using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

ii. Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100)queries of IP addresses and domain names, and (ii) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

iii. User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including the CTI platform, to the extent such information is de-identified.

iv. Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

v. Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

EXHIBIT B-7
SUBSCRIPTION TERMS FOR FIREEYE iSIGHT INTELLIGENCE

The following terms govern the FireEye iSIGHT Intelligence Subscription ("iSIGHT" or "iSIGHT Subscription"). FireEye will provide the iSIGHT Subscription purchased by the Customer, as shown on the Order.

1. Definitions.

1.1 "Access Method(s)" or "Access Methods" means the MySIGHT Portal ("MySIGHT"), Software Development Kit ("SDK"), Application Programming Interface ("API"), Browser Plugin, iSIGHT App for Splunk, or any other method provided by FireEye for Customer to access the iSIGHT Subscription, individually or collectively. All Access Methods are FireEye Material as defined in the Agreement.

1.2 "Application" is a software program the Customer creates, or causes to have created on its behalf, that is designed to access the Content, which includes the features of the SDK/API but adds significant functionality beyond that provided by the SDK/API.

1.3 "Application Programming Interface" or "API" means the latest version of the iSIGHT Application Programming Interface software made generally available by iSIGHT, with its developer's guide and other related material (available at http://www.isightpartners.com).

1.4 "Browser Plugin" means the iSIGHT Browser Plugin which a Customer may install on Google Chrome and/or other commercially available and supported browsers that allows the Customer to access and view the Content when licensed to do so. The Browser Plugin displays the iSIGHT logo and links to MySIGHT. The Browser Plugin includes the latest version of the Browser Plugin software, its documentation and any html embedded code.

1.5 "Content" means the cyber threat intelligence data and any reports, threat indicators, trends, events, information, documentation or functionality provided in connection with the iSIGHT Subscription. All Content is FireEye Material as defined in the Agreement.

1.6 "End User" means the Customer or the Customer's employees, as applicable.

1.7 "Software Development Kit" or "SDK" shall mean the latest publicly-available version of the iSIGHT Software Development Kit and any associated documentation, tools, libraries, technical notes, software code, or other materials.

1.8 "iSIGHT App for Splunk" means the application provided by FireEye, which a Customer may install on Splunk, that allows the Customer to access and view the Content in accordance with this Agreement. The iSIGHT App for Splunk includes the latest version of the iSIGHT App for Splunk software, its documentation and any html embedded code.

1.9 "iSIGHT Subscription" includes but is not limited to, Cyber Crime, Cyber Espionage, Critical Infrastructure, Enterprise, Hacktivism, Vulnerability and Exploitation, MySIGHT Portal, Global Response, Analyst Access, iSIGHT SDK, iSIGHT API, iSIGHT Research Reports, or the current offering(s) as listed on the iSIGHT website, and as purchased by the Customer as shown on the Order.

2. License; Access to iSIGHT Subscription and Content.

2.1. Grant of Limited License. During the Subscription Term, FireEye grants to Customer in strict accordance with the terms of this Agreement, a limited, worldwide, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable royalty-free right and license to:

(a) use MySIGHT, the iSIGHT Subscription, and any Content provided by FireEye for internal use only. The ISIGHT Subscription can be used by End Users who have a valid "need to know" within Customer's organization, typically defined as a person or group that has a direct role in securing information system or networks. FireEye agrees to provide support for the ISIGHT Subscription in accordance with Section 3 below ("Subscription Support" or "Support").

(b) use the API to search, display, and otherwise access the Content. The API can be used to develop, display, or integrate applications, scripts, tools or workflows that interoperate with iSIGHT Subscriptions for the Customer's internal use. FireEye agrees to provide Support for the latest version of the API in accordance with Section 3 below.

(c) download, install and use the Software Development Kit ("SDK") to design, develop and test an Application(s), for the Customer's internal use only, for the purpose of customizing access to the Content. The Customer may modify the source code versions of sample files, if any, included with the SDK for the purpose of creating Customer's Application(s), and may make a reasonable number of copies of the SDK as necessary to develop Customer's Application(s), provided that Customer must reproduce complete copies of the SDK, including without limitation all "read me" files, copyright notices, and other legal notices and terms. FireEye agrees to provide Support for the ISIGHT SDK in accordance with Section 3 below.

(d) use the Browser Plugin to search, display and otherwise access the Content for the Customer's internal use only. Customer may install and use one copy of the Browser Plugin on a single computer per license. FireEye agrees to provide Support for the latest version of the Browser Plugin in accordance with Section 3 below

(e) use the ISIGHT App for Splunk to search, display and otherwise access the Content for the Customer's internal use only. Customer may install and use one copy of the ISIGHT App for Splunk on a single computer per license. FireEye agrees to provide Support for the latest version of the ISIGHT App for Splunk in accordance with Section 3 below.

2.2. Access Keys. Use of the Access Methods and access to the ISIGHT Subscription and the Content by Customer's End Users is provided through access keys or login credentials. Access keys in association with the Access Methods and ISIGHT Subscription shall be kept in confidence by Customer and Customer's End Users. Access keys will be issued to individual End Users by FireEye in accordance with each particular Access Method's parameters and will not be shared between End Users. Customer may not establish group accounts. Any unauthorized disclosure or dissemination of access keys by Customer or End Users shall be deemed a material breach of this Agreement. Customer shall inform FireEye of any data breach concerning login credentials in a timely manner. FireEye reserves the right to change, suspend, remove, or disable Customer's access keys to the Access Methods, ISIGHT Subscription , and Content upon notice if a material breach is suspected and not rectified upon notification.

2.3. Latest Version. The license granted to Customer under this Agreement is for the current version of the Access Methods. FireEye may release future versions of the Access Methods as determined in the sole discretion of FireEye. Nothing in this Agreement is a commitment to Customer of compatibility between the existing Access Methods and any future versions of the Access Methods. FireEye reserves the right to discontinue offering particular Access Methods (or any updates thereto) or to modify the Access Methods at any time in its sole discretion.

2.4. Multiple Copies. Customer may receive software for an Access Method in more than one medium and/or in multiple copies. The Customer's license rights are in accordance with the Order regardless of the number of copies received.

2.5. Additional Licenses. Customer may purchase additional licenses for the Browser Plugin for its authorized End Users through the Chrome Web Store. Customer may purchase additional licenses for the ISIGHT App for Splunk for its authorized End Users through Splunk. Additional licenses for the Browser Plugin and ISIGHT App for Splunk may be purchased and will be valid for the current Subscription Term as provided in the Order.

2.6. Customer Application. The Customer may allow Customer's employees to access and use the SDK/API on Customer's behalf to design an Application. The Customer may not rent, lease, sell, transfer, sublicense or time-share the Customer's Application to any third-party without the express consent of FireEye. Customer shall retain all right, title or interest in the Application and as such, Customer agrees to indemnify and hold harmless FireEye for any claims of infringement made against FireEye in connection with any Application. The Customer's Application(s) must perform in accordance with the terms of this Agreement and must ensure the security and confidentiality of FireEye's Confidential Information. Customer assumes full responsibility for any breach of

security caused by Customer's Application(s) in connection with the Content, API, SDK, and specifically to any unauthorized disclosure of any FireEye Materials or FireEye Confidential Information.

2.7. Content Modifications. Customer may access the Content from the MySIGHT Portal, via email, SMS, HTML, API, any other Access Methods as officially distributed by FireEye or an FireEye sanctioned third-party integration. FireEye reserves the right to modify, amend, augment, reduce or alter the Content's format, or Access Methods, or mode of retrieval of the Content, that in the sole judgment of FireEye is in its customers' best interests. Customer will be entitled to retrieve the Content with any updates, modifications, additions or changes in the Content. These changes may require Customer to upgrade its systems, hardware or software and FireEye will not be responsible for the costs of any such changes.

2.8. Prohibited Usage. Customer must comply with any Intellectual Property rights asserted in any materials contained in the Content. The following conduct and usage restrictions apply during Customer's download, installation, and use of the Content and/or Access Methods, and survive termination of the Agreement or Subscription Term. Customer and its authorized End Users may not:

a. rent, lease, lend, sell, redistribute or sublicense any part of the ISIGHT Subscription or Access Methods to any other party;

b. share the ISIGHT Subscription , Access Methods, Content or Confidential Information with any third-parties, except as expressly authorized in advance by this Agreement or by FireEye in writing;

c. use the ISIGHT Subscription or Access Methods in the operation of a service or in any way to provide services to any third-party;

d. create derivative works for external distribution or use based upon the Content;

e. create apps, extensions, or other products and services that use Content except as set forth herein;

f. display, post, frame, or scrape the Content, except as allowed under this Agreement;

g. use the Access Methods for any other purpose than to access the ISIGHT Subscription and the Content;

h. use the Access Methods for any illegal or unauthorized purpose to promote or provide instructional information about illegal activities or to promote stalking, physical harm or injury against any group or individual, or any use that violates the rights of privacy and publicity of others;

i. create, place, or disseminate any materials or other items that are inappropriate, defamatory, obscene, pornographic, harassing, threatening, abusive, hateful or otherwise offensive, or is unlawful (including any content that infringes any patent, trademark, service mark, copyright, trade secret or other proprietary right of any third-party without appropriate permissions);

j. transmit any viruses, worms, defects, Trojan horses, time-bombs, malware, spyware, or any other computer code of a destructive or interruptive nature in connection with use of the Access Methods;

k. use the Access Methods in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, unsolicited mass distribution of email ("spam"), hacking, surveillance, interception, descrambling equipment, stolen products and items used for theft;

l. create any Application that exposes or provides functionality of the Access Methods to any third party;

m. interfere, restrict or inhibit any other customer from using the Access Methods or Content or disrupt any services offered by FireEye through any medium;

n. attempt to exceed or exceed the usage limits established by FireEye for the Customer (http://www.isightpartners.com/doc/sdk-bp-docs/#/rate_limiting).

2.9. Restrictions. FireEye expressly reserves the right to limit the number and/or frequency of requests for Content made through the Access Methods in its sole discretion in line with technical design and performance standards as documented in the publicly available developers guide. FireEye may limit the number of network calls that any Application may make via the Access Methods, the maximum file size, or the maximum amount of ISIGHT material that may be accessed. FireEye may change such usage limitations at any time and without notice. In addition to any other rights under this Agreement, FireEye may utilize technical measures to prevent over-usage or to stop usage of any Access Methods or any Application after any usage limitations are exceeded. The most current API/SDK documentation and developers guide can be found at http://www.isightpartners.com/doc/sdk-bp-docs/#/, and these documents detail the current rates and capabilities of the API.

2.10. Customer recognizes and agrees that certain information and data that will be provided by Customer to FireEye pursuant to the ISIGHT Subscription is not owned by Customer and is not Confidential Information of

Customer. Malware submitted by Customer to FireEye for analysis under ISIGHT Global Response, and other information submitted by Customer to FireEye that is not unique to and/or developed by Customer (collectively "Submissions") shall not be considered Confidential Information or Intellectual Property of the Customer. FireEye may use the Submissions, aggregate the Submissions with submissions from other FireEye customers as well as original research and analysis, and share that aggregated intelligence with Customer and with other FireEye customers to enhance the services FireEye provides to its customers. FireEye will anonymize all Submissions prior to distribution, and will not identify the source of any Submission without written permission in each case.

3. Service Levels.

3.1. Service Call and Subscription Support

FireEye maintains a service desk in order to assist its customers with issues, trouble or general questions concerning use of the FireEye ISIGHT Products. Customer may initiate a service call as follows:

Description	Details
FireEye Service Desk (Primary, escalation and off-hours contact)	servicedesk@isightpartners.com
Service Desk Hours	24 x 7
Service Call Response Time ("Response Time Standard")	4 hours for initial response (confirmation of receipt is immediate through an automated ticketing system)
ISIGHT API	General information regarding ISIGHT API which can be accessed at http://www.isightpartners.com/doc/api2.0/docs/#/
Other resources (all other Subscription Support issues)	Existing Clients – Contact your assigned Intelligent Account Manager at: client-engagement@isightpartners.com Prospective Clients – Contact your assigned Sales Engineer at: sales-engineering@isightpartnerns.com Partners, Resellers, Referrals – Contact partners program representative at: partners@isightpartners.com

FireEye will catalog and evaluate all bugs or software issues as they are reported. Such issues will be prioritized based on variables such as customer impact, security impact, etc. and will be scheduled for release accordingly. When applicable, FireEye will notify Customer of urgent patches or bug fixes. Support Services do not include custom programming services, on-site support, or other services including installation of hardware or software, or training.

3.2. Maintenance and Updates

(a) When feasible and appropriate, FireEye will provide Customer prior notification about major releases at least two weeks in advance via communication from FireEye representatives.
(b) Scheduled system maintenance will be performed during the targeted times of 01:00 – 07:00 UTC on Thursdays and 12:00 – 19:00 UTC on Sundays. Prior notification will be provided in the event of any impact to customer facing applications.
(c) Emergency maintenance notifications will be provided by FireEye as early as possible but with a goal of six (6) hours' prior notice provided. Further, FireEye will strive to minimize the impact of any maintenance on any critical system during standard business hours around the globe.

3.3. Subscription Availability

(a) The FireEye ISIGHT API will have at least 99% system uptime ("API Uptime Standard").

(b) The iSIGHT MySIGHT Portal will have at least a 99% system uptime ("Portal Uptime Standard").

(c) FireEye realizes that a failure to meet the Response Time Standard, API Uptime Standard and the Portal Uptime Standard (collectively, the "Service Level Standards") could have an adverse impact to Customer. If FireEye fails to meet any of the Service Level Standards ("Service Level Failure"), FireEye will: (i) promptly investigate and report on the root cause of the problem; (ii) advise Customer of the remedial efforts being undertaken with respect to this failure to meet the Service Level Standards; (iii) use commercially reasonable efforts to correct the problem and begin meeting the Service Level Standards; and (iv) take appropriate preventative measures designed to ensure that the problem does not recur.

EXHIBIT C
FIREEYE SUPPORT SERVICES APPLICABLE FOR FIREEYE PRODUCTS

1. SUPPORT PURCHASED SEPARATELY FROM THE PRODUCTS. In the event Customer has purchased the Products and pass-through Support Services from FireEye through a FireEye authorized reseller (a "Reseller"), Customer will be entitled to all the rights herein set forth related to the level of Support Service requested and paid for by it, provided Customer: (a) is the original purchaser of the covered Products, (b) has provided true, accurate, current and complete information to FireEye included with its purchase; and (c) has maintained and updated this information to keep it true, accurate, current, and complete.

2. SUPPORT SERVICES PROVIDED BY FIREEYE.

FireEye offers a range of programs for the support of its Products as described below ("Support Programs"). Customer shall be entitled to receive the Support Services specified on the applicable support invoice and described below to the extent that Customer has paid in full the applicable Fees for Support Services.

2.1 Software Maintenance Services – include each of the following:

Software Updates. During the Support Term , FireEye shall provide Customer notification of bug fixes, maintenance patches and new releases which may contain minor enhancements to the features or functions of the Product ("**Updates**"). FireEye may designate a particular release of the Product as an Update at its sole discretion. Customer may obtain Updates either through delivery of a machine-readable copy pursuant to instructions contained in the document notifying Customer of an available Update or by downloading the Update from FireEye's server via the Internet. FireEye reserves the right to impose additional charges for releases of Products (i) that provide major enhancements to the features or functions of the Products, as determined by FireEye at its sole discretion; or, (ii) that provide additional features or perform additional functions not provided or performed by the Products.

Software Error Corrections. During the Support Term, FireEye shall use commercially reasonable efforts to correct any reproducible programming error in the software associated with the Product attributable to FireEye, employing a level of effort commensurate with the severity of the error, provided, however, that FireEye shall have no obligation to correct all errors in the Products. Upon identification of any programming error, Customer shall notify FireEye of such error in writing and shall provide FireEye with enough information to locate and reproduce the error. FireEye shall not be responsible for correcting any errors not attributable to FireEye. Errors attributable to FireEye shall be those that are reproducible by FireEye on unmodified Products. If it is found that a particular error is fixed in the most current Product release, then FireEye shall have no obligation to fix the error in any prior Product release and Customer will need to upgrade to the current Product release in order to obtain the fix.

2.2 Support Programs

(a) Platinum Support includes all of the services set forth above under Software Maintenance Service (section 2.1) and additionally:

- *Email, Live Chat, Web or Telephone Support*. During the Support Term, FireEye shall provide Customer technical email, live chat, web or telephone support for the Products twenty-four (24) hours per day, 365 days a year. FireEye's support technician shall only be obligated to respond to Customer's fifteen (15) designated contacts.
- FireEye shall use commercially reasonable efforts to respond to the request for support as detailed in the Initial Response Times table found at https://www.fireeye.com/support/programs.html regarding use or installation of the Product that is communicated to FireEye via one of the mechanisms above to the attention of FireEye's support engineers.
- *Product Return*. During the term of this Agreement, Customer shall have the right to return to FireEye any defective Product subject to the limited warranty. Additionally, FireEye will fulfill the following Advance Return provisions below.

- Advance Replacement. Prior to any return as to which Advance Replacement applies, Customer shall verify that said Product is defective by logging a Support request via one of the mechanisms described above and in accordance with FireEye's RMA procedures, including providing the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information. Upon confirmation by FireEye of a defect, Customer shall obtain from FireEye an RMA number. FireEye shall ship via a recognized express courier service a replacement Product to Customer to arrive no later than next business day after FireEye's issuance of an RMA number, provided the RMA number was issued prior to the business day cutoff time local to the defective Product, provided the replacement does not require any custom pre-configuration, and provided no external-to-FireEye circumstances prevent the delivery. The replacement Product may be a new or reconditioned Product (of equivalent or better quality) at FireEye's sole discretion. FireEye shall pay the shipping costs to ship the replacement Product to Customer, but Customer shall bear any and all risk of loss of or damage to said Product at all times after said Product is made available by FireEye to the common carrier. The support service will transfer from the defective Product to the replacement Product. Within five (5) business days after Customer receives the replacement Product from FireEye, Customer shall package said defective Product in its original packing material or equivalent, write the RMA number on the outside of the package and return said defective Product, at FireEye's cost provided Customer utilizes FireEye's designated courier service and properly packages the defective Product according to FireEye's instructions, shipped properly insured, FOB FireEye's designated facility (except that FireEye shall pay for shipping). Customer shall enclose with the returned Product the applicable RMA form, and any other documentation or information requested by FireEye customer support. Customer shall assume any and all risk of loss of or damage to such Product during shipping. Title to the defective Product shall pass to FireEye upon FireEye's receipt thereof. When a replacement Product is provided and Customer fails to return the defective Product to FireEye within ten (10) business days after Customer receives the replacement Product from FireEye, FireEye may charge Customer, and Customer shall pay for the replacement Product at the then-current list price.

(b) Platinum Priority Plus Support iincludes all of the services set forth above under Platinum Support [section 2.2(a)] and additionally:

- *Access to Support*. Customer will be provided with direct priority access to Level 2 Advanced Engineering support who shall respond to Customer's unlimited number of designated contacts. A Designated Support Engineer (DSE) point of contact, who is available during Customer's business hours (for single Customer site if Product(s) installed at multiple Customer sites), will be made available to be the focal point of contact within FireEye, to project manage Customer's technical issues.
- *Onsite Support*. Onsite visits for problem assistance at DSE's sole discretion.
- *Reporting*. FireEye will supply Customer with monthly reports detailing technical support provided during the previous month. Quarterly business reviews will also be conducted.

(c) Government Support, if available, includes all of the services set forth above under Platinum Support [section 2.2(a)] and additionally:

- *Email, Live Chat, Web or Telephone Support*. For the specified country, access to citizens of that country for the fulfillment of Level 1 and 2 technical support requests.

(d) Government Priority Plus Support includes all of the services set forth above under Government Support [section 2.2(c)] and additionally:

- *Access to Support*. Customer will be provided with direct priority access to Level 2 Advanced Engineering support who are citizens of that country and shall respond to Customer's unlimited number of designated contacts. A Designated Support Engineer (DSE) point of contact who is a citizen of that country and available during Customer's business hours (for single Customer site if Product(s) installed at multiple Customer sites), will be made available to be the focal point of contact within FireEye, to project manage Customer's technical issues.
- *Onsite Support*. Onsite visits for problem assistance at DSE's sole discretion.
- *Reporting*. FireEye will supply Customer with monthly reports detailing technical support provided during the previous month. Quarterly business reviews will also be scheduled.

(e) Special Services. FireEye agrees to use commercially reasonable efforts to respond to any requests by Customer for support services not specifically provided for above. Customer acknowledges that all such services provided by FireEye shall be at FireEye's discretion and then-current fees and policies.

3. CUSTOMER RESPONSIBILITIES.

3.1 Requesting Support Services. When requesting Support Services from FireEye under this Agreement, Customer should have the following information available to provide to FireEye, if requested: (i) detailed problem description, including operating system ("OS") version, Product model and serial number(s), of the affected Product, and a detailed description of the troubleshooting that has already been done to try to resolve the problem; (ii) detailed system log files; (iii) configuration and login details to allow FireEye access as needed to the Products via the Internet for the purpose of providing support services and permissions needed in order for FireEye to conduct such remote access; (iv) a detailed description of changes to the environment; and (v) Customer's unique ID, Account ID, the serial number(s) of the Product(s) covered by this Agreement or other unique customer identifier as assigned to Customer by FireEye. Customer acknowledges and agrees that failure to have any or all information or access available as needed by FireEye in order to provide the Support Services may result in delays in FireEye's response, may hinder FireEye's ability to perform the Support Services and/or may cause incorrect Support Program fulfillment. FireEye will not be responsible for any such delays and inability to perform due to causes not due to FireEye.

3.2 Customer Assistance. Customer agrees to: (i) ensure that their site complies with any and all applicable FireEye published system environmental specifications; (ii) follow FireEye's procedures when requesting Support Services; (iii) provide FireEye reasonable access to all necessary personnel to answer questions or resolve problems reported by Customer regarding the Products; (iv) promptly implement all Updates and error corrections provided by FireEye under this Agreement; (v) maintain FireEye supported versions of required third party software, if any; and (v) notify FireEye promptly of any relocation of the Products from the location to which the Products were originally shipped. Customer agrees to use reasonable efforts to resolve internally any support questions prior to requesting Support Services pursuant to this Agreement. During the Support Term, FireEye may obtain information regarding Customer's email communication and Customer agrees that, as a condition to FireEye's provision of Support Services, FireEye may use statistical data generated regarding Customer's email correspondence with customer support so long as the source or content of the emails is not being disclosed.

3.3 Contact People. Customer shall appoint the specified number of individuals (depending upon the Support Program purchased) within Customer's organization to serve as contacts between Customer and FireEye and to receive support through FireEye's telephone support center. Customer's contacts shall have been adequately trained on the Products and shall have sufficient technical expertise, training and experience. All of Customer's support inquiries shall be initiated through these contacts.

4. EXCLUSIONS. Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide any Support Services relating to problems arising out of or related to (i) Customer's failure to implement all Updates to the Product which are made available to Customer under this Agreement; (ii) the failure to provide a suitable installation environment; (iii) any alteration, modification, enhancement or addition to the Products performed by parties other than FireEye; (iv) use of the Products in a manner, or for a purpose, for which they were not designed; (v) accident, abuse, neglect, unauthorized repair, inadequate maintenance or misuse of the Products; or relocation of the Products (including without limitation damage caused by use of other than FireEye shipping containers), (vi) operation of the Products outside of environmental specifications; (vii) interconnection of the Products with other products not supplied by FireEye; (viii) use of the Products on any systems other than the specified hardware platform for such Products; or (ix) introduction of data into any database used by the Products by any means other than the use of the software associated with the Products. Notwithstanding anything else contained in this Agreement to the contrary, FireEye will support all generally available ("GA") versions of the FireEye OS, for a minimum of one (1) year from GA release date, regardless of the number of supported OS GA versions. FireEye will also support the two (2) most current OS GA versions, regardless of the elapsed time from GA release date. If available, and at FireEye's sole discretion, support for any other OS versions or for other problems not covered under this Agreement may be obtained at FireEye's then-current fees and policies for such services. FireEye's complete end of life policy can be found at http://www.fireeye.com/support/supported-products.html

5. LAPSED SUPPORT AND UPGRADED SUPPORT.

5.1 Lapsed Support. After any lapse of Support Services, the parties subsequently may elect to reinstate such Support Services for Products for which the Support Services lapsed pursuant to the terms and conditions set forth in this Agreement; provided, however, that (i) Customer agrees to pay for the period of time that has lapsed as well as any renewal term, and (ii) such Products must be in good working condition, as solely determined by FireEye or its designee.

5.2 Support Program Upgrade. At any time during the Term, Customer may upgrade to FireEye's next level of Support Program by (i) notifying FireEye of Customer's desire to upgrade; (ii) acknowledging in writing the then-current terms and conditions for the relevant Support Program; and (iii) paying FireEye the additional Support Fee owed in connection with such upgraded Support Program.

Exhibit A
Product Passthrough Terms – Google Apps for Work (for Customers)

Customer has entered into a certain written agreement (the "Agreement") pursuant to which Customer has purchased the right to access and use the Product. These Product Passthrough Terms set forth the terms and conditions under which Customer may access and use such Product.

1. Product.

   1.1 Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Provider stores and processes its own information of a similar type. Provider has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Product, Provider may transfer, store and process Customer Data in the United States or any other country in which Provider or its agents maintain facilities. By using the Product, Customer consents to this transfer, processing and storage of Customer Data.

   1.2 Modifications.

      a. To the Product. Provider may make commercially reasonable changes to the Product, from time to time. If Provider makes a material change to the Product, Customer may be informed of such change, provided that Customer has subscribed with Provider to be informed about such change.

      b. To URL Terms. Provider may make commercially reasonable changes to the URL Terms from time to time. If Provider makes a material change to the URL Terms, Customer may be informed of such change through the Notification Email Address or via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Partner or Provider via the Help Center within thirty days after receiving notice of the change. Upon such notification, Customer will remain governed by the URL Terms in effect immediately prior to the change until the end of the then-current term for the affected Product. If the affected Product is renewed, they will be renewed under Provider's then current URL Terms.

   1.3 Customer Domain Name Ownership. Prior to providing the Product, Provider or Partner may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Provider will have no obligation to provide Customer with the Product.

   1.4 Federal Information Security Management Act (FISMA). The Provider's Product known as "Google Apps Core Services" received a FISMA "Authorization to Operate" for a Moderate impact system. Provider will continue to maintain a System Security Plan (SSP) for the Google Apps Core Services, based on NIST 800-53 Rev. 3, or a similarly applicable standard. If Provider does not maintain this SSP as stated, Customer's sole and exclusive remedy, and Provider's entire liability, will be Customer's ability to terminate use of the Product upon thirty days prior written notice.

2. Customer Obligations.

   2.1 Compliance. Customer will use the Product in accordance with the Acceptable Use Policy. Provider may make new applications, features or functionality for the Product available from time to time, the use of which may be contingent upon Customer's agreement to additional terms. In addition, Provider will make other Non-Google Apps Products (beyond the Product) available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Provider terms of service. If Customer does not desire to enable any of the Non-Google Apps Products, Customer can enable or disable them at any time through the Admin Console.

   2.2 Customer Administration of the Product. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer and Partner are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with these

Product Passthrough Terms. Customer agrees that Provider's responsibilities do not extend to the internal management or administration of the Product for Customer and that Provider is merely a data-processor.

2.3 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Provider providing Customer with the ability to do so, and (ii) Provider to provide the Product.

2.4 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Product, and to terminate any unauthorized use. Customer or Reseller will promptly notify Provider of any unauthorized use of, or access to, the Product of which it becomes aware.

2.5 Restrictions on Use. Unless Provider specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Product to a third party (unless expressly authorized in these Product Passthrough Terms); (b) attempt to reverse engineer the Product or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Product; (d) use the Product for High Risk Activities; or (e) use the Product to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

2.6 Third Party Requests. Customer is responsible for responding to Third Party Requests. Provider will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Provider only if it cannot reasonably obtain such information.

3. Technical Support Services.

3.1 By Customer. Customer or Partner will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Product. Customer or Partner will use commercially reasonable efforts to resolve support issues before escalating them to Provider.

3.2 By Provider. If Customer or Partner cannot resolve a support issue consistent with the above, then Customer or Partner (as applicable based on the agreement between Provider and Partner) may escalate the issue to Provider in accordance with the TSS Guidelines. Provider will provide TSS to Customer or Partner (as applicable) in accordance with the TSS Guidelines.

4. Suspension.

4.1 Of End User Accounts by Provider. If Provider becomes aware of an End User's violation of these Product Passthrough Terms, then Provider may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Provider's request to Suspend an End User Account, then Provider may do so. The duration of any Suspension by Provider will be until the applicable End User has cured the breach which caused the Suspension.

4.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Provider may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Provider Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Provider will provide Customer the reason for the Suspension as soon as is reasonably possible.

5. Confidential Information.

5.1 Obligations. Customer and Provider will: (a) protect the other's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Customer and Provider (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under these Product Passthrough Terms, while using reasonable care to protect it. Customer

and Provider, respectively, will be responsible for any actions of its Affiliates, employees and agents in violation of this Section.

5.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by a third party.

5.3 Required Disclosure. Customer and Provider may disclose the other's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other; and (b) gives the other the chance to challenge the disclosure.

6. Intellectual Property Rights; Brand Features.

6.1 Intellectual Property Rights. Except as expressly set forth herein, these Product Passthrough Terms does not grant either Customer or Provider any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the Customer and Provider, Customer owns all Intellectual Property Rights in Customer Data, and Provider owns all Intellectual Property Rights in the Product.

6.2 Display of Brand Features. Provider may display those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Product), and within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Provider may also display Provider Brand Features on the Service Pages to indicate that the Product are provided by Provider. Neither party may display or use the other party's Brand Features beyond what is allowed in these Product Passthrough Terms without the other's prior written consent.

6.3 Brand Features Limitation. Any use of Brand Features will inure to the benefit of the entity holding Intellectual Property Rights in those Brand Features. Any right to use its Brand Features pursuant to these Product Passthrough Terms may be revoked at any time with written notice to the other and a reasonable period to stop the use.

7. Publicity. Customer agrees that Provider may include Customer's name or Brand Features in a list of Provider customers, online or in promotional materials. Customer also agrees that Provider may verbally reference Customer as a customer of the Provider's Product that is the subject of these Product Passthrough Terms.

8. Representations, Warranties and Disclaimers.

8.1 Representations and Warranties. Customer and Provider represent that each will comply with all laws and regulations applicable to its provision, or use, of the Product, as applicable (including applicable security breach notification law). Provider warrants that it will provide the Product in accordance with the applicable SLA.

8.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. PROVIDER MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE PRODUCT. CUSTOMER ACKNOWLEDGES THAT THE PRODUCT IS NOT A TELEPHONY SERVICE AND THAT THE PRODUCT IS NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY PRODUCT CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

9. Term and Termination.

9.1 Term. The term for the Product will be as decided upon between Partner and Customer. These Product Passthrough Terms will remain in effect for the Term.

9.2 Termination for Breach. The Services may be suspended or terminated, if: (i) Customer is in material breach of these Product Passthrough Terms and fails to cure that breach within thirty days after receipt of written notice; (ii) Customer ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) Customer is in material breach of these Product Passthrough Terms more than two times notwithstanding any cure of such breaches.

9.3 Effects of Termination. If Services are terminated, then: (i) the rights granted by Provider to Customer, and Customer to Provider will cease immediately (except as set forth in this Section); (ii) neither Customer nor Partner will have access to, or the ability to export, the Customer Data; (iii) Provider will begin to delete Customer Data; and (iv) upon request will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other.

10. Miscellaneous.

10.1 Product Development. The Product was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable civilian and military federal acquisition regulations and any supplements thereto.

10.2 Force Majeure. Due to circumstances beyond Provider's controls, Provider may not be able to provide the Product.

10.3 No Waiver. Failure to enforce any provision of these Product Passthrough Terms will not constitute a waiver.

10.4 No Agency. These Product Passthrough Terms do not create any agency, partnership or joint venture.

10.5 No Third-Party Beneficiaries. There are no third-party beneficiaries to these Product Passthrough Terms. Customer's sole remedies will be set forth in its agreement with the Partner.

10.6 Survival. The following sections will survive expiration or termination of these Product Passthrough Terms: Sections 5, 6, 9.3, 10 and 12.

10.7 Severability. If any term (or part of a term) of these Product Passthrough Terms is invalid, illegal, or unenforceable, the rest of these Product Passthrough Terms will remain in effect.

10.8 Conflicting Terms. If there is a conflict between any terms of these Product Passthrough Terms and any other document that makes up the entire agreement as needed for Customer to use the Product, the terms of these Product Passthrough Terms will take precedence.

11. Additional Product Terms.

11.1 Ads. Provider does not serve Ads in the Product or use Customer Data for Ads purposes.

11.2 Aliases. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Provider may monitor emails sent to these aliases for Customer Domain Names to allow Provider to identify Product abuse.

11.3 Google Apps Vault Retention. If Customer is using Google Apps Vault, Provider will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer. If Customer does not renew Google Apps Vault, Provider will have no obligation to retain any archived Customer Data.

12. Definitions.

"Acceptable Use Policy" means the acceptable use policy for the Product available at http://www.google.com/a/help/intl/en/admins/use_policy.html. The Acceptable Use Policy and such URL link may be updated or modified by Provider from time to time.

"Admin Account(s)" means the administrative account(s) provided to Customer for the purpose of administering the Product. The use of the Admin Account(s) requires a password, which Provider will provide to Customer or Partner.

"Admin Console" means the online tool Customer may use in reporting and certain other administration functions.

"Administrators" mean the Customer-designated technical personnel who administer the Product to End Users on Customer's behalf.

"Ads" means online advertisements displayed by Provider to End Users, excluding advertisements provided by any advertising products that are not part of the Product that Customer chooses to use in connection with the Product.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with an entity.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured from time to time.

"Confidential Information" means information disclosed or exchanged under these Product Passthrough Terms that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Product by Customer, End Users, or Partner on behalf of Customer.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Product.

"Emergency Security Issue" means either: (a) Customer's use of the Product in violation of the Acceptable Use Policy, which could disrupt: (i) the Product; (ii) other customers' use of the Product; or (iii) the Provider network or servers used to provide the Product; or (b) unauthorized third party access to the Product.

"End Users" means the individuals Customer permits to use the Product.

"End User Account" means a Provider-hosted account established by Customer through the Product for an End User.

"Export Control Laws" means all applicable export and reexport control laws and regulations, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Google Apps Core Services" means the applicable Product purchased by Customer from Partner which are more fully described here: http://www.google.com/a/help/intl/en/users/user_features.html. The Google Apps Core Services and such URL link may be updated or modified by Provider from time to time.

"Help Center" means the Provider help center accessible at http://www.google.com/support/. The Help Center and such URL link may be updated or modified by Provider from time to time.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Product could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Non-Google Apps Products" means Provider products which are not part of the Product, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865. The Non-Google Apps Products and such URL link may be updated or modified by Provider from time to time.

"Non-Google Apps Product Terms" means the terms found at the following URL: http://www.google.com/apps/intl/en/terms/additional_services.html. The Non-Google Apps Product Terms and such URL link may be updated or modified by Provider from time to time.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Provider. Customer may provide a Partner email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

"Provider" means the third party provider of the Product.

"Partner" means the entity Customer is paying to provide access to and use of the Product.

"Service Pages" mean the web pages displaying the Product to End Users.

"Product" means, as applicable, the Google Apps Core Services purchased from Partner.

"SLA" means the Service Level Agreement located here for applicable Google Apps Core Services: http://www.google.com/apps/intl/en/terms/reseller_sla.html. The SLA and such URL link may be updated or modified by Provider from time to time.

"Suspend" means the immediate disabling of access to the Product, or components of the Product, as applicable, to prevent further use of the Product.

"Term" means the term of these Product Passthrough Terms, which will continue for as long as Customer is receiving Product from Provider, unless terminated earlier pursuant to these Product Passthrough Terms, or pursuant to Customer's agreement with Partner.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Product. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support Product provided by Provider to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Provider's technical support Product guidelines then in effect for the Product. TSS Guidelines are at the following URL: http://www.google.com/a/help/intl/en/admins/tssg.html. The TSS Guidelines and such URL link may be updated or modified by Provider from time to time.

"URL Terms" means the Acceptable Use Policy, the SLA and the TSS Guidelines.

SALESFORCE Service Terms

"AppExchange" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.

"Service" means the online, Web-based application provided by Salesforce.com (sometimes referred to as "SFDC") via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding AppExchange applications.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

"User Guide" means the online user guide for the Services, accessible via http://www.salesforce.com, as updated from time to time.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Salesforce.com or Your reseller at Your request).

"You" and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the Service subject to the conditions of these SFDC Service Terms.

"**Your Data**" means all electronic data or information submitted by You to the Service.

1. **Use of Service**

(a) User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service).

(b) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Your reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable federal laws and regulations in using the Service.

(c) You shall use the Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these SFDC Service Terms; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

(d) You shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Your own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

2. **Service Provision.** Salesforce.com will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SFDC shall give at least 8 hours notice via the Services and which SFDC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond SFDC's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), or Internet service provider failures or delays.

Salesforce.com will provide the Services only in accordance with applicable laws and government regulations.

3. **Acquisition of Third-Party Products and Services.** Any acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. Salesforce.com does not warrant or support third-party products or services, whether or not they are designated by Salesforce.com as "certified" or otherwise. No purchase of third-party products or services is required to use the Service as provided by Salesforce.com.

4. **Third-Party Applications and Your Data.** If You install or enable Third-Party Applications for use with the Service, You acknowledge that Salesforce.com may allow providers of those Third-Party Applications to access You Data as required for the interoperation of such Third Party Applications with the Service. Salesforce.com shall not be responsible for any disclosure, modification or deletion of You Data resulting from any such access by Third-Party Application providers. The Service shall allow You to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Service.

5. **Google Services.** Service features that interoperate with Google services depend on the continuing availability of the Google application programming interface ("API") and program for use with the Service. If Google Inc. ceases to make the Google API or program available on reasonable terms for the Service, Salesforce.com may cease providing such Service features without entitling You to any refund, credit, or other compensation.

6. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, Salesforce.com reserves all rights, title and interest in and to the Service, including all related intellectual property rights. The Service is deemed Salesforce.com confidential information, and You will not use it or disclose it to any third party except as permitted in these SFDC Service Terms and except as required by law, upon notice to Salesforce.com.

7. **Your Data.** As between Salesforce.com and You, You exclusively own all rights, title and interest in and to all of Your Data. Your Data is deemed your confidential information, and Salesforce.com shall not access Your User accounts, including Your Data, except to respond to service or technical problems or at your request.

8. **Compelled Disclosure.** If either You or Salesforce.com is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such

compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

9. **Suggestions** You agree that Salesforce.com shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Service.

10. **Fees.** Contracted for fees for use of the Service represent a firm commitment and the number of User subscriptions contracted for cannot be reduced in the middle of a subscription term.

11. **Termination.** The master contract governs your termination (FAR 52.212-4(l) & (m)) and cancellation rights with the contractor, and the contract requires continued performance while any disputes are resolved (FAR 52.233-1(i)).

12. **Data Storage.** You are entitled to a cumulative amount of storage per User subscription for no additional charge as set forth in the User Guide for the Service subscription type purchased. You may purchase additional storage if necessary, and you may contact Your reseller for then-current rates listed in master contract price list.

13. **Support.** SFDC will provide You with basic support as described from time to time by SFDC at www.salesforce.com. In the event that You have purchased an upgraded support package, then upgraded support contact information will be provided to You together with your initial account set up information.

14. **No Warranty.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE AND/OR SUPPORT, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT YOUR AGREEMENT WITH YOUR RESELLER PROVIDES ANY WARRANTIES WITH RESPECT TO THE SERVICE AND/OR SUPPORT, SUCH WARRANTIES ARE SOLELY BETWEEN YOU AND YOUR RESELLER. This clause does not disclaim any warranties expressly provided in a contract with the U.S. Government."

15. **No Liability.** IN NO EVENT SHALL SALESFORCE.COM HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER YOU OR SALESFORCE.COM HAVE BEEN ADVISED OF THE POSSIBILI TY OF SUCH DAMAGES. This clause shall not impair the

U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to EXPRESS remedies provided in the Contract (i.e. clause 552.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

16. **Further Contact.** Salesforce.com may contact you regarding new Salesforce.com service features and offerings.

17. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to these SFDC Service Terms.

SOFTWARE LICENSE AND SUPPORT AGREEMENT
General Terms and Conditions
("GTC")

1. DEFINITIONS.

1.1 "Add-on" means any development using SAP API's that adds new and independent functionality, but does not modify existing SAP functionality.

1.2 "Agreement" means these GTCs, any Order Form referencing these GTCs, and the Use Terms and Schedules referenced by these GTCs and/or such Order Forms. All such components are integral to the agreement, and collectively are referred to herein as the "Agreement".

1.3 "API" means SAP's application programming interfaces, as well as other SAP code that allow other software products to communicate with or call on SAP Software (for example, SAP Enterprise Services, BAPIs, Idocs, RFCs and ABAP or other user exits) provided under this Agreement.

1.4 "Affiliate" mean any legal entity in the Territory in which the Licensee, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such equity interest is maintained.

1.5 "Business Partner" means a legal entity that requires access to the Software in connection with Licensee's internal business operations, such as customers, distributors and/or suppliers of Licensee.

1.6 "Confidential Information" means, with respect to SAP, all information which SAP protects against unrestricted disclosure to others, including but not limited to: (a) the Software and Documentation and other SAP Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of SAP; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to SAP subject to an applicable confidentiality obligation to such third party). With respect to Licensee, "Confidential Information" means all information which Licensee protects against unrestricted disclosure to others and which (i) if in tangible form, Licensee clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Licensee identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.

1.7 "Documentation" means SAP's documentation which is delivered or made available to Licensee with the Software under this Agreement.

1.8 "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.9 "Modification" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of SAP data structures; or (iii) any other change to the Software (other than an Add-on) utilizing or incorporating any SAP Materials (defined below).

1.10 "Professional Services Schedule" means the terms and conditions governing SAP's delivery of professional services, attached hereto and made a part hereof.

1.11 "SAP Materials" means any software, programs, tools, systems, data, or other materials made available by SAP to Licensee in the course of the performance under this Agreement including, but not limited to, the Software and Documentation, as well as any information, materials or feedback provided by Licensee to SAP relating to the Software and Documentation.

1.12 "SAP Support" means SAP's then-current SAP support offering specified in the applicable Order Forms and made available to Licensee as stated in the applicable SAP Support Schedule found at www.sap.com/company/legal/index.epx as of the effective date of the first Software Order Form issued under these GTCs. Such SAP Support Schedule is incorporated herein by reference. For the avoidance of doubt, such SAP Support Schedule shall apply to all Order Forms issued under these GTCs, unless otherwise agreed by the parties. SAP recommends Licensee prints a copy of the applicable SAP Support Schedule for Licensee's own records.

1.13 "Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in Software Order Forms hereto, all as developed by or for SAP, SAP AG, Business Objects Software Limited and/or any of their affiliated companies and delivered to Licensee hereunder; (ii) any new releases thereof made available through unrestricted shipment pursuant to the respective support agreement and (iii) any complete or partial copies of any of the foregoing.

1.14 "Software Order Form" means the order form for the Software and related SAP Support ordered by Licensee thereunder, including information on Software, SAP Support, fees, and other information necessary for the delivery of such items to Licensee.

The Software Order Form does not include fees for professional services, which shall be billed under separate statements of work in accord with the Professional Services Schedule.

1.15 "Territory" means the world except for those countries prohibited by United States' export laws, and further subject to Section 12.4 of the GTC.

1.16 "Third Party Software" means (i) any and all software products and content licensed to Licensee under this Agreement as specified in Software Order Forms hereto, all as developed by companies other than SAP, SAP AG, Business Objects Software Limited and/or any of their affiliated companies and delivered to Licensee hereunder; (ii) any new releases thereof made available through unrestricted shipment pursuant to the respective SAP Support Schedule and (iii) any complete or partial copies of any of the foregoing.

1.17 "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

1.18 "Use Terms" means, with regard to Software specified in a Software Order Form, the SAP Software Use Rights document current at the time of execution of such Software Order Form, copies of which are found at www.sap.com/company/legal/index.epx and made a part hereof. Such SAP Software Use Rights documents are incorporated herein by reference. SAP recommends Licensee prints copies of the applicable SAP Software Use Rights documents for Licensee's own records

2. LICENSE GRANT.

2.1 License.

2.1.1 Subject to Licensee's compliance with all the terms and conditions of this Agreement, SAP grants to Licensee a non-exclusive, perpetual (except for subscription based or term licenses) license to Use the Software, Documentation, and other SAP Materials at specified site(s) within the Territory to run Licensee's and its Affiliates' internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations and as further set forth in the Software Order Form, unless terminated in accordance with Section 5 herein. This license does not permit Licensee (without being limited specifically to such restrictions) to: (i) use the SAP Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training) other than to Affiliates (subject to Section 2.2); (ii) lease, loan, resell, sublicense or otherwise distribute the SAP Materials, other than distribution to Affiliates (subject to Section 2.2); (iii) make any Use of or perform any acts with respect to the SAP Materials other than as expressly permitted in accordance with the terms of this Agreement; or (iv) use Software components other than those specifically identified in the Software Order Form, even if it is also technically possible for Licensee to access other Software components. Business Partners may Use the Software only through screen access and solely in conjunction with Licensee's Use and may not Use the Software to run any of Business Partners' business operations.

2.1.2 Licensee agrees to install the Software only on information technology devices (e.g. hard disks or central processing units) identified by Licensee pursuant to this Agreement and that has been previously approved by SAP in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the Software (the "Designated Unit"). Licensee must hold the required licenses as stated herein and in the applicable Order Forms, for any individuals that Use the Software, including employees or agents of Affiliates and Business Partners. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

2.1.3 The terms and conditions of this Agreement relative to "Software" apply to Third Party Software except as otherwise stated in the Software Use Rights Schedule, a Schedule, an Order Form, or an Amendment.

2.2 Affiliate Use. Affiliates' Use of the Software, Documentation and other SAP Materials to run their internal business operations as permitted under Section 2.1.1 is subject to the following: (i) the Affiliate agrees to be bound by the terms herein in the form of Schedule A ("Affiliate Use Agreement") attached hereto; and (ii) a breach of such Affiliate Use Agreement by Affiliate shall be considered a breach by Licensee hereunder. If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services with SAP AG, any SAP AG affiliate (including SAP) or any other distributor of SAP software, the Software shall not be Used to run such affiliate's or subsidiary's business operations and such affiliate or subsidiary shall not receive any support services under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

2.3 Outsourcing Services. With SAP's prior written consent, Licensee may permit services providers to access the Software solely for the purpose of providing facility, implementation, systems, application management or disaster recovery services to Licensee in connection with the business of Licensee for which the Software is herein licensed provided: (i) Licensee and such services provider execute a written agreement that includes provisions requiring such services provider's compliance with the terms of this Agreement prior to such access, including without limitation non-disclosure of SAP Confidential Information; (ii) Licensee shall hold the required licenses as stated in the Use Terms for all employees of such services provider authorized to access the Software; (iii) such services provider shall be permitted to Use the Software solely to install and configure the Software in accordance with the business of Licensee as set forth herein (or in the case of a disaster recovery vendor, to provide disaster recovery services only); (iv) under no circumstances may such services provider Use the Software to operate or provide processing services to Licensee or any other party, or in connection with such services provider's own business operations; (v) Licensee shall be responsible for any additional Software, migration tools, or third party software needed to effect such transition; and (vi) Licensee expressly agrees to indemnify SAP, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by SAP arising from a breach by the services provider of the conditions of this Agreement. Upon SAP request, Licensee shall provide written confirmation to SAP that items (i)-(iv) are fulfilled.

3. VERIFICATION. SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures, which may include on-site and/or remote audit) the usage of the SAP Materials. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or SAP Support fees to SAP and/or (ii) that Licensee has Used the Software in excess of the license quantities or levels stated in the Software Order Form, Licensee shall pay such underpaid fees and/or for such excess usage based on SAP List of Prices and Conditions Software and Support governing use in effect at the time of the audit, and shall execute an additional Software Order Form in accordance with the terms of this Agreement

to affect the required licensing of any additional quantities or levels. Reasonable costs of SAP's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels. SAP reserves all rights at law and equity with respect to both Licensee's underpayment of License fees or SAP Support fees and usage in excess of the license quantities or levels.

4. PRICE, PAYMENT, AND DELIVERY.

4.1 Fees. Licensee shall pay to SAP license fees for the Software and fees for SAP Support on the terms in Software Order Forms hereto. Fees for consulting services will be paid as set forth in the Professional Services Schedule. Any fees not paid when due shall accrue interest at the rate of 18% (eighteen percent) per annum, but not to exceed the maximum amount as allowed by law.

4.2 Taxes. Fees and other charges described in this Agreement do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of this Agreement. If SAP is required to pay Taxes, Licensee shall reimburse SAP for such amounts. Licensee hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.

4.3 Delivery of the Software and SAP Support. SAP will deliver the Software and SAP Support by making it available for electronic download through the SAP ServiceMarketplace (http://service.sap.com/swdc) to Licensee. Risk of loss passes at the time of such electronic delivery. Licensee agrees not to request any physical delivery of Software or SAP Support and should it occur that any such delivery will be rejected by Licensee. Licensee agrees and understands that the calculation of Taxes may be affected by the delivery method and delivery location of the Software and corresponding SAP Support.

5. TERM.

5.1. Term. This Agreement and the license granted hereunder shall become effective as of the date first set forth in the first Software Order Form issued under these GTCs, and shall continue in effect thereafter unless this Agreement is terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives SAP written notice of Licensee's direction to terminate this Agreement, for any reason, but only after payment of all license and SAP Support fees then due and owing; (ii) thirty days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6, 10 or 11, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder, unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors. For the avoidance of any doubt, termination of the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of the Agreement by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents.

5.2 End of Term Duties. Upon any termination hereunder, Licensee and its Affiliates shall immediately cease Use of all SAP Materials and Confidential Information. Within thirty (30) days after any termination, Licensee shall irretrievably destroy or upon SAP's request deliver to SAP all copies of the SAP Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Licensee must certify to SAP in writing that it has satisfied its obligations under this Section 5.2. Licensee agrees to certify in writing to SAP that it and each of its Affiliates has performed the foregoing. Sections 3, 4, 5.2, 6, 7.2, 8, 9, 10, 12.4, 12.5, 12.6 and 12.8 shall survive such termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee. Termination shall not relieve Licensee from its obligation to pay fees that remain unpaid.

6. INTELLECTUAL PROPERTY RIGHTS.

6.1 Reservation of Rights. The SAP Materials, and all Intellectual Property Rights embodied in the foregoing, shall be the sole and exclusive property of SAP, SAP AG (the parent company of SAP) or its or their licensors, subject to any rights expressly granted to Licensee in Section 2 and 6.3 herein. Except for the rights set forth in Section 6.3 herein, Licensee is not permitted to modify or otherwise make derivative works of the Software. Any such unauthorized works developed by Licensee, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of SAP or SAP AG.

6.2 Protection of Rights. Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create the source code from the object code of the Software in any manner. Reverse engineering of the Software and other SAP Materials is prohibited. Licensee is permitted to back up data in accordance with good information technology practice and for this purpose to create the necessary backup copies of the Software. Backup copies on transportable discs or other data media must be marked as backup copies and bear the same copyright and authorship notice as the original discs or other data media. Licensee must not change or remove SAP's copyright and authorship notices.

6.3 Modifications/Add-ons.

6.3.1 Conditioned on Licensee's compliance with the terms and conditions of this Agreement, Licensee may make Modifications and/or Add-ons to the Software in furtherance of its permitted Use under this Agreement, and shall be permitted to use Modifications and Add-ons with the Software in accordance with the License grant to the Software set forth in Section 2.1.1 herein. Licensee shall comply with SAP's registration procedure prior to making Modifications or Add-ons. All Modifications and all rights associated therewith shall be the exclusive property of SAP and SAP AG. All Add-ons developed by SAP (either independently or jointly with Licensee) and all rights associated therewith shall be the exclusive property of SAP and SAP AG. Licensee agrees to execute those documents reasonably necessary to secure SAP's rights in the foregoing. All Add-ons developed by or on behalf of Licensee without SAP's participation ("Licensee Add-on"), and all rights associated therewith, shall be the exclusive property of Licensee subject to SAP's rights in and to the Software; provided, Licensee shall not commercialize, market, distribute, license, sublicense, transfer, assign or otherwise alienate any such Licensee Add-ons. SAP retains the right to independently develop its own Modifications or Add-ons to the Software, and Licensee agrees not to take any action that would limit SAP's sale, assignment, licensing or use of its own Software or Modifications or Add-ons thereto.

6.3.2 Any Modification developed by or on behalf of Licensee without SAP's participation or Licensee Add-on must not (and subject to other limitations set forth herein): enable the bypassing or circumventing any of the restrictions set forth in this Agreement and/or provide Licensee with access to the Software to which Licensee is not directly licensed; nor permit mass data extraction from

Software to any non-SAP software, including use, modification saving or other processing of data in the non-SAP software; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor render or provide any information concerning SAP software license terms, Software, or any other information related to SAP products.

6.3.3 Licensee covenants, on behalf of itself and its successors and assigns, not to assert against SAP or its affiliated companies, or their resellers, distributors, suppliers, commercial partners and customers, any rights in any Modifications developed by or on behalf of Licensee without SAP participation or Licensee Add-ons , or any other functionality of the SAP Software accessed by such Modification developed by or on behalf of Licensee without SAP participation or Licensee Add-on.

7. PERFORMANCE WARRANTY.

7.1 Warranty. SAP warrants that the Software will substantially conform to the specifications contained in the Documentation for six months following delivery. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by a Modification or Add-on (other than a Modification or Add-on made by SAP and which is provided through SAP Support or under warranty), Licensee or third-party software. SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business requirements. Provided Licensee notifies SAP in writing with a specific description of the Software's nonconformance within the warranty period and SAP validates the existence of such nonconformance, SAP will, at its option: a) repair or replace the nonconforming Software, or b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. This is Licensee's sole and exclusive remedy under this warranty.

7.2 Express Disclaimer. SAP AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

8. INDEMNIFICATION.

8.1 Infringement and Defense of Licensee. SAP shall defend Licensee against claims brought against Licensee in the Territory by any third party alleging that Licensee's Use of the Software, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of a patent claim(s), copyright or trade secret rights, and SAP will pay damages finally awarded against Licensee (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, failure to use an update promptly provided by SAP if such infringement or misappropriation could have been avoided by use of the update, or unlicensed activities. This obligation of SAP also shall not apply if Licensee fails to timely notify SAP in writing of any such claim. SAP is permitted to control fully the defense and any settlement of any such claim as long as such settlement shall not include a financial obligation on Licensee. In the event Licensee declines SAP's proffered defense, or otherwise fails to give full control of the defense to SAP's designated counsel, then Licensee waives SAP's obligations under this Section 8.1. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. SAP may settle or mitigate damages arising from any claim or potential claim, by substituting alternative substantially equivalent non-infringing programs and supporting documentation for the Software. Licensee shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Software that is prejudicial to SAP's rights.

8.2 THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATIONS OF LIABILITY.

9.1 Not Responsible. SAP and its licensors will not be responsible under this Agreement (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect or liability is caused by Licensee, a Modification or Add-on (other than a Modification or Add-on made by SAP which is provided through SAP Support or under warranty), or third-party software. SAP AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED HEREUNDER.

9.2 Exclusion of Damages; Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION OR DEATH OR PERSONAL INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL SAP, ITS LICENSORS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES FOR THE SOFTWARE DIRECTLY CAUSING THE DAMAGES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ATTORNEYS' FEES, COURT COSTS, INTEREST OR EXEMPLARY OR PUNITIVE DAMAGES. The provisions of this Agreement allocate the risks between SAP and Licensee. The license fees reflect this allocation of risk and the limitations of liability herein.

10. CONFIDENTIALITY.

10.1. Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party : (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

10.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

10.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement or the pricing contained therein to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation).

11. ASSIGNMENT. Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign this Agreement to any of its affiliates.

12. GENERAL PROVISIONS.

12.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.3 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

12.4 Regulatory Matters. The Software, Documentation and SAP Materials are subject to the export control laws of various countries, including without limit the laws of the United States and Germany. Licensee agrees that it will not submit the Software, Documentation or other SAP Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Software, Documentation and SAP Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other SAP Materials by Licensee and/or its Affiliates.

12.5 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of Commonwealth of Pennsylvania without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.6 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth in any Software Order Form. Where in this section 12.6 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

12.7 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal and agent relationship.

12.9 Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Software Order Form; (ii) the Schedules; (iii) the Use Terms; and (iv) the GTC.

Schedule B to the GTC
"Professional Services Schedule"

The parties agree that this Schedule is hereby annexed to and made a part of the GTC. In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the GTC, the provisions of this Schedule shall prevail and govern.

WHEREAS, Licensee licensed from SAP the right to Use SAP Software pursuant to the Agreement and SAP provides, through its employees, affiliates, and third party contractors ("Consultants"), consulting and professional services ("Services") including support of installation and implementation of the licensed Software in the United States.

1. Services. Upon request by Licensee, SAP will provide a Consultant(s) to perform, at Licensee's direction, consulting and professional services including support of installation and implementation of the applicable SAP Software ("Services"). Any Statement(s) of Work ("SOW") more fully describing the project assumptions, scope, duration and fees for the Services shall reference this Schedule. All Services of the SAP Consultant(s) will be coordinated with the designated Licensee representative. Licensee is responsible for making the necessary internal arrangements for the carrying out of the Services on a non-interference basis.

2. Satisfaction with Performance. If at any time Licensee or SAP is dissatisfied with the material performance of an assigned Consultant or a Licensee project team member, the dissatisfied party shall immediately report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change.

3. Compensation of SAP. All Services will be provided by SAP on a time and expense basis at SAP's then current rates, unless otherwise agreed by the parties in a SOW.

4. Taxes. The fees listed in the applicable SOW do not include taxes. If SAP is required to pay sales, use, property, value-added or other taxes based on the Services provided under this Schedule, then such taxes shall be billed to and paid by Licensee. This section shall not apply to taxes based on SAP's income. Licensee also agrees to pay SAP for additional tax amounts if any, created by the taxability of Consultants reimbursed travel and living expenses resulting from long term assignments at Licensee's locations.

5. Work Product. Unless otherwise agreed to in writing by the parties in a SOW, SAP shall have the sole and exclusive right, title and ownership to any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of the SAP Services and deliverables, whether or not developed for Licensee.

6. Warranty. SAP warrants that its Services shall be performed consistent with generally accepted industry standards. SAP MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS SCHEDULE AND THE SERVICES PROVIDED HEREUNDER.

7. Limitation of Liability. WITH RESPECT TO SERVICES, ANYTHING TO THE CONTRARY NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION AND SAP'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES SHALL SAP, ITS CONSULTANTS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID FOR THE APPLICABLE SERVICES HEREUNDER OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES. The provisions of the Schedule allocate the risks between SAP and Licensee. The License Fees reflect this allocation of risk and the limitations of liability herein.

8. Termination. The terms of this Schedule shall be effective as of the Effective Date of the Agreement and shall remain in effect until terminated by either party upon thirty (30) days prior written notice or otherwise in accordance with a particular SOW. Licensee shall be liable for payment to SAP for all Services provided prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services, in accord with the applicable SOW.

9. General Provisions.
   9.1 SAP may subcontract all or part of the Services to be performed to a qualified third party.
   9.2 With respect to the Services provided by SAP under this Schedule and any SOW hereto, the relationship of SAP and Licensee is that of an independent contractor.
   9.3 This Schedule, including any applicable SOWs, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. In the event of any inconsistencies between this Schedule and a SOW, the SOW shall take precedence over the Schedule. Any purchase order or other document issued by Licensee is for administrative convenience only.

10. Survival. Sections 5 and 7 above shall survive any termination of this Schedule.

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (including the Subscription Service Guide, attached hereto) ("***Agreement***") is made between the ServiceNow entity ("***ServiceNow***") and the customer entity ("***Customer***") on the ordering document and becomes effective on the last signature date of the ordering document issued by ServiceNow ("***Effective Date***").

The Subscription Service Guide includes: (1) the Customer Support Policy; (2) the Upgrade Policy; (3) the Data Security Guide; and (4) any other attachment set forth or referenced in the Subscription Service Guide. The Subscription Service Guide is posted on www.servicenow.com/schedules.do and incorporated herein by reference.

Pursuant to a separate transaction between Customer and ServiceNow's authorized reseller ("***Reseller***"), Customer has purchased from Reseller certain services to be delivered by ServiceNow. This Agreement specifies the terms and conditions under which those services will be provided, apart from price, payment and other terms specified in the separate agreement between Customer and Reseller.

1. DEFINITIONS

1.1. "***Confidential Information***" means: (a) ServiceNow Core Technology (which is Confidential Information of ServiceNow); (b) Customer Data and Customer Technology (which are Confidential Information of Customer); (c) any other information of a party that is disclosed in writing or orally and is designated as *Confidential* or *Proprietary* at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the receiving party), or that due to the nature of the information the receiving party would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of this Agreement, any Use Authorization, any SOW, and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure without restriction on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) was or is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure.

1.2. "***Customer Data***" means electronic data uploaded by or for Customer and Customer's agents, employees and contractors, and processed in the Subscription Service, excluding the ServiceNow Core Technology.

1.3. "***Customer Technology***" means software, methodologies, templates, business processes, documentation or other material authored, invented or otherwise created or licensed (other than by or from ServiceNow) by Customer using or for use with the Subscription Service, excluding the ServiceNow Core Technology.

1.4. "***Development Tools***" means source code, application programming interfaces (APIs), executable software and tools in human readable format made available by ServiceNow for the implementation, customization, configuration, and use of the Subscription Service, such as scripts, code snippets, sample code, and development tools published by ServiceNow.

1.5. "***Documentation***" means the ServiceNow product documentation relating to the operation and use of the Subscription Service, Software and Development Tools, including technical program or interface documentation, user manuals, operating instructions and release notes, as updated from time to time by ServiceNow.

1.6. "***Product Overview***" means the description of the ordered products and their functionalities attached to a Use Authorization or referenced therein.

1.7. "***Professional Services***" means any services provided by ServiceNow pursuant to an agreed SOW or Service Description.

1.8. "***Service Description***" means the written description for a packaged Professional Service, attached to a Use Authorization or referenced therein.

1.9. "***ServiceNow Core Technology***" means: (a) the Subscription Service; Software; Development Tools, Documentation; and ServiceNow technology and methodologies (including, without limitation, products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation) existing as of the Effective Date or otherwise arising outside of work under a Professional Service; (b) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (c) intellectual property anywhere in the world relating to the foregoing.

1.10. "***Software***" means software provided by ServiceNow to Customer that operates on Customer-provided machines solely to facilitate the use of the Subscription Service.

1.11. "***SOW***" means a statement of work for Professional Services.

1.12. "***Subscription Service***" means the ServiceNow software as a service (SaaS) offering identified in a Use Authorization.

1.13. "***Subscription Term***" means the term of authorized use of the Subscription Service as set forth in the Use Authorization.

1.14. "***Use Authorization***" means a written document provided to Customer specifying the services that Customer has purchased, along with the term and scope of the authorized use thereof.

2. GRANT OF USE RIGHTS

2.1. SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, ServiceNow authorizes Customer to access and use the purchased Subscription Service during the Subscription Term as set forth in an applicable Use Authorization for its internal business purposes in accordance with the Documentation. Customer shall not use or otherwise access the Subscription Service in a manner that exceeds Customer's authorized use as set forth in this Agreement and the applicable Use Authorization.

2.2. SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license during the Subscription Term to install and execute Software on machines operated by or for Customer solely to facilitate Customer's authorized access to and use of the purchased Subscription Service. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software. Software is licensed and not sold even if for convenience ServiceNow makes reference to words such as *sale* or *purchase*.

2.3. DEVELOPMENT TOOLS. In support of Customer's authorized internal business use of the Subscription Service during the Subscription Term, ServiceNow grants to Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license to download and make a reasonable number of copies of the Development Tools, and to use, copy, modify and create derivative works of the Development Tools, in: (a) using, implementing and integrating the ServiceNow applications with other software and systems; and (b) creating applications on the ServiceNow platform (to the extent Customer has purchased authorized use of the Subscription Service to create applications on the ServiceNow platform). Customer shall not use the Development Tools in a manner that causes it to exceed the limits of its authorized use of the Subscription Service as set forth in this Agreement and the Use Authorization. From time to time, ServiceNow may provide Development Tools subject to the terms and conditions of separate agreements which will be provided to Customer for review and to which Customer will be required to agree prior to use of such Development Tools; provided that ServiceNow shall not require Customer to agree to separate terms and conditions for any Development Tool that is necessary for Customer's use of its ordered Subscription Service in conformance with the Product Overview unless set forth on the Use Authorization.

2.4. RESTRICTIONS. Customer shall not (and shall not permit others to) do the following with respect to the ServiceNow Core Technology: (i) use the Subscription Service with external programs in a manner that intentionally circumvents contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of it available for access by third parties except as otherwise expressly provided in a Use Authorization; (iii) access it for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Service; (iv) disassemble, reverse engineer or decompile it; (v) copy, create derivative works based on or otherwise modify it except as permitted in this Agreement; (vi) remove or modify a copyright or other proprietary rights notice in it; (vii) use it to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; or (ix) access or disable any ServiceNow or third party data, software or network (other than Customer's instance of the Subscription Service in accordance with this Agreement). Before Customer exercises any of the foregoing actions that Customer believes it is entitled to, Customer shall provide ServiceNow with thirty (30) days' prior written notice to legalnotices@servicenow.com (or, if applicable law or the relevant court order does not allow for such notice, then the maximum amount of notice allowable), and provide reasonably requested information to allow ServiceNow to assess Customer's claim and, at ServiceNow's sole discretion, provide alternatives that reduce adverse impacts on ServiceNow's intellectual property and other rights.

3. ORDERING

3.1. RESELLER ORDERS. Customer shall order and purchase the Subscription Service and Professional Services directly from Reseller pursuant to a separate agreement specifying price, payment and other commercial terms. ServiceNow is not a party to such separate agreement but will provide the purchased services pursuant to this Agreement. For each order, Reseller or ServiceNow will provide Customer with a Use Authorization for Customer to sign and return to ServiceNow. ServiceNow will have no obligation to provide services unless and until it has received a Use Authorization signed by Customer. Reseller is not authorized to make any changes to this Agreement (including any Use Authorizations issued hereunder) or bind ServiceNow to any additional or different terms or conditions. Additional orders for ServiceNow products or services may be placed either through Reseller or ServiceNow, provided that if Customer places an order directly through ServiceNow, Customer shall sign an addendum to this Agreement setting forth pricing, payment and other commercial terms between Customer and ServiceNow.

3.2. USE VERIFICATION. ServiceNow or Reseller may remotely review Customer's use of the Subscription Service, and upon ServiceNow or Reseller's written request Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. If ServiceNow determines that Customer has exceeded its permitted use of the Subscription Service then ServiceNow will notify Customer and within thirty (30) days thereafter Customer shall either: (i) disable any unpermitted use or (ii) purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty (30) day period or fails to make payment as provided in its agreement with Reseller, ServiceNow may suspend Customer's use of the Subscription Service or terminate this Agreement for cause in accordance with Section 9 (Term and Termination), in addition to any other rights or remedies ServiceNow may have.

4. INTELLECTUAL PROPERTY

4.1. SERVICENOW OWNERSHIP. As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the ServiceNow Core Technology are owned exclusively by ServiceNow notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, ServiceNow reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights, express or implied or by estoppel.

4.2. CUSTOMER OWNERSHIP. As between Customer and ServiceNow, Customer shall retain all of its rights, title, and interest in and to its intellectual property rights in Customer Data and Customer Technology. Customer hereby grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferable (except as set

forth in Section 10.1 (Assignment)), sub-licensable, worldwide right to use Customer Data and Customer Technology solely for the purpose of providing the Subscription Service and Professional Services to Customer.

4.3. FEEDBACK. ServiceNow encourages Customer to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to ServiceNow's services and related resources. To the extent Customer provides such feedback, Customer grants to ServiceNow a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 10.1 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit feedback (including by incorporation of such feedback into the ServiceNow Core Technology) without restriction.

4.4. PROFESSIONAL SERVICES. Subject to the provisions of this Section 4.4, ServiceNow shall assign to Customer any Newly Created IP (as defined below) in Deliverables upon payment in full by Customer of all amounts due for the Professional Service under which the Deliverable was created. A "***Deliverable***" is a deliverable that is identified in the applicable SOW or Service Description and that is created by ServiceNow for Customer in the performance of the Professional Services. "***Newly Created IP***" means intellectual property in any inventions or works of authorship that are made by ServiceNow specifically for Customer in the course of performing Professional Services for Customer that is identified as "Newly Created IP" in an SOW, excluding the ServiceNow Core Technology. To the extent (if at all) any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable worldwide license to use the ServiceNow Core Technology solely to use the Deliverable in connection with the Subscription Service as contemplated under this Agreement during the Subscription Term. Nothing in this Agreement shall be deemed to restrict or limit ServiceNow's right to perform similar Professional Services for any other party or to assign any employees or subcontractors to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

5. WARRANTIES

5.1. LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview. To submit a warranty claim under this Section, Customer shall (1) reference this Section; and (2) submit a support request to resolve the non-conformity as provided in the Subscription Service Guide. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to ServiceNow under this Section 5.1, then Customer may terminate the affected Subscription Service and submit to Reseller a claim for refund of any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction. THIS SECTION 5.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

5.2. LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in the SOW or Service Description. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services, in which case Customer may submit to Reseller a claim for a refund of any amounts paid for the nonconforming Professional Services. THIS SECTION 5.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

5.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES

ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, PROFESSIONAL SERVICES, DEVELOPMENT TOOLS, DOCUMENTATION OR DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

6. CONFIDENTIAL INFORMATION

6.1. CONFIDENTIALITY OBLIGATIONS. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 6 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same. Provisions for the return of Customer Data are set forth in Section 9.3 (Return of Customer Data).

6.2. REQUIRED DISCLOSURES. A party may disclose the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) promptly notifies the disclosing party of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

6.3. EQUITABLE REMEDIES. The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

7. INDEMNIFICATION

7.1. SERVICENOW OBLIGATION. Subject to the exclusions set forth below, ServiceNow shall: (i) defend Customer, its officers, directors and employees against any third party suit, claim, action or demand (each a *"**Claim**"*) to the extent alleging: (A) that the Subscription Service used in accordance with this Agreement infringes any third party patent, copyright or trademark, or misappropriates any third party trade secret; or (B) that ServiceNow's personnel when onsite at Customer's premises caused death, bodily harm or damage to tangible personal property due to their negligence or willful misconduct; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from any such Claims. If any portion of the Subscription Service becomes the subject of a Claim under Section 7.1(i)(A), ServiceNow may: (a) contest the Claim; (b) obtain permission from the claimant for Customer's continued use of the Subscription Service; (c) replace or modify the Subscription Service to avoid infringement, if such replacement or modification has substantially the same capabilities as the Subscription Service; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in ServiceNow's judgment, then (d) terminate Customer's use of the affected Subscription Service upon sixty (60) days' written notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid subscription fees covering the remaining portion of the applicable Subscription Term for the affected

Subscription Service after the date of termination. Notwithstanding the above, ServiceNow shall have no obligation or liability for any Claim under Section 7.1(i)(A) arising in whole or in part from: (1) any use of the Subscription Service which exceeds the authorized use permitted under this Agreement or not in accordance with the Documentation; (2) Customer Data or Customer Technology; (3) use of the Subscription Service by Customer in violation of applicable law; (4) use of the affected Subscription Service after termination in accordance with clause (d) of this Section 7.1; (5) modifications to the Subscription Service made to Customer's specifications or otherwise made by any person other than ServiceNow or a person acting at ServiceNow's direction if the Claim would have been avoided by use of the unmodified Subscription Service; or (6) use of the Subscription Service in combination with any hardware, software, application or service that was not provided by ServiceNow, if the Claim would have been avoided by the non-combined or independent use of the Subscription Service.

7.2. CUSTOMER OBLIGATION. Customer shall: (i) defend ServiceNow, its officers, directors and employees against any Claim alleging that: (A) Customer Data, (B) Customer Technology or (C) a modification to the Subscription Service made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than ServiceNow or a person acting at ServiceNow's direction (but only if the Claim would have been avoided by use of the unmodified Subscription Service), infringes any patent, copyright or trademark, misappropriates any third party trade secret, or violates any third party privacy rights; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from such Claim.

7.3. PROCESS. All of the foregoing indemnity obligations of ServiceNow and Customer are conditioned on the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense. SECTION 7 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS AND ACTIONS.

8. LIMITATIONS OF LIABILITY

8.1. LIMITATIONS OF LIABILITY. SERVICENOW SHALL HAVE NO LIABILITY FOR ANY REFUND THAT, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, IS TO BE PAID BY RESELLER. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO:
(1) CUSTOMER'S OBLIGATION TO PAY FOR PRODUCTS, SERVICES OR TAXES; (2) A PARTY'S OBLIGATIONS IN SECTION 7 (INDEMNIFICATION); AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.2. EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION); AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.3. GROSS NEGLIGENCE; WILFUL MISCONDUCT. AS PROVIDED BY LAW, NOTHING HEREIN SHALL BE INTENDED TO LIMIT A PARTY'S LIABILITY IN AN ACTION IN TORT (SEPARATE AND DISTINCT

FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT) FOR THE PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

9. TERM AND TERMINATION

9.1. TERM AND TERMINATION. This Agreement continues until terminated under the terms of this Agreement. Each party may terminate this Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time of notice there are no Use Authorizations in effect; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service or Professional Services upon written notice if the other party materially breaches this Agreement or the applicable Use Authorization for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Professional Services are separately ordered from the Subscription Service, and are not required for the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Use Authorization.

9.2. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE. Upon termination of the Subscription Service for any reason, Customer shall stop using, and ServiceNow shall stop providing, the Subscription Service and all rights granted to Customer in this Agreement shall terminate. If the Subscription Service is terminated by Customer due to ServiceNow's breach, then Customer may submit to Reseller a claim for refund of all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination. Within thirty (30) days following the effective date of a termination by ServiceNow for Customer's breach, Customer shall pay all remaining amounts for the Subscription Term applicable to the Subscription Service covering the remainder of the Subscription Term regardless of the due dates specified in Reseller's order form to Customer.

9.3. TRANSITION SERVICES. At least thirty (30) days prior to either the expiration of the Subscription Term (where Customer elects not to renew) or in connection with the termination by Customer of the Subscription Service in accordance with Section 9.1, provided that Customer signs an addendum to this Agreement setting forth payment and other commercial terms between Customer and ServiceNow, Customer may purchase the following services from ServiceNow: (i) one (1) extension of the Subscription Service for up to six (6) months ("***Transition Subscription Service***"); and (ii) Professional Services. Prior to the commencement of any Transition Subscription Service or Professional Services, Customer shall sign an ordering document and shall pay in advance for the Transition Subscription Service and any Professional Services plus verifiable travel and expenses.

9.4. RETURN OF CUSTOMER DATA. ServiceNow shall provide Customer Data in its standard database export format, excluding the ServiceNow Core Technology, to Customer upon Customer's written request and at no additional cost to Customer, provided that ServiceNow receives such request from Customer within forty-five (45) days following the expiration or termination of this Agreement for the Subscription Service (including any Transition Subscription Service term, if applicable).If ServiceNow has not received a request within the foregoing time frame, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

9.5. SURVIVAL. Sections 2.4 (Restrictions), 4.1 (ServiceNow Ownership), 4.2 (Customer Ownership), 4.3 (Feedback) and 6 (Confidential Information) through 10 (General Provisions) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. GENERAL PROVISIONS

10.1. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the

foregoing, either party may, upon notice and without the other party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such party, assign this Agreement in its entirety to such party's successor; and (ii) assign this Agreement in its entirety to any Affiliate. "***Affiliates***" shall mean any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the Agreement, where "***Control***" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. Any attempted or purported assignment in violation of this Section 10.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.2. COMPLIANCE WITH LAWS. ServiceNow shall comply with any statutes and regulations that apply to its provision of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to the privacy and security of personal information, including trans-border data transfers and data breach notification requirements as required of ServiceNow by law. Customer shall comply with all laws that apply to its use of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to collection and processing of Customer Data in ServiceNow systems through the Subscription Service. Customer agrees to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to ServiceNow. ServiceNow shall not be responsible for compliance with any laws applicable to Customer and its industry that are not generally applicable to information technology service providers.

10.3. EXPORT COMPLIANCE. Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables are subject to the U.S. Export Administration Regulations (the "***EAR***") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; and (iii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws which may impact Customer's right to import, export or use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables.

10.4. US GOVERNMENT RIGHTS. All ServiceNow software (including Software) is commercial computer software and all services are commercial items. "***Commercial computer software***" has the meaning set forth in Federal Acquisition Regulation ("***FAR***") 2.101 for civilian agency purchases and the Department of Defense ("***DOD***") FAR Supplement ("***DFARS***") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

10.5. NOTICE. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email with

confirmation of receipt, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing.

10.6. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (excluding Customer's failure to pay amounts owed when due), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, export bans, sanctions and other government actions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "***Force Majeure Event***"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

10.7. HIGH RISK ACTIVITIES. Customer shall use the ServiceNow Core Technology within the intended business purposes described in the Documentation, and not for any purpose that requires fail-safe performance including, but not limited to, stock trading, financial transaction processing, management of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical or environmental damage ("***High Risk Activity***"). ServiceNow, its licensors and suppliers expressly disclaim all warranties of fitness for any such use and Customer shall release and hold ServiceNow, its licensors and suppliers harmless from liability arising out of the use of the ServiceNow Core Technology for High Risk Activity.

10.8. USE OF AGGREGATE DATA. Customer agrees that ServiceNow may collect, use and disclose quantitative data derived from the use of the Subscription Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer or its users.

10.9. ENTIRETY. This Agreement, together with the Use Authorizations, Product Overviews, SOWs, Service Descriptions, and the Subscription Service Guide (including the Customer Support Policy, the Upgrade Policy and the Data Security Guide), is the final and entire agreement between the parties regarding the products and services provided hereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. The terms of this Agreement apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ServiceNow that is not set out in this Agreement. Customer's orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's future plans. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

10.10. WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

10.11. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

10.12. GOVERNING LAW; JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the state of California, without regard to its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Santa Clara County, California, for the purposes of adjudicating any dispute arising out of this Agreement. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

10.13. CONSTRUCTION. Products and services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that this Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais. Section headings are for convenience only and are not to be used in interpreting this Agreement.

SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the ordering agreement or the use agreement between Customer and ServiceNow.

1. SUPPORT

During the Subscription Term, ServiceNow or its authorized reseller, as applicable, shall provide support for the Subscription Service as set forth in the ***Customer Support Policy*** attached hereto, and incorporated herein by reference.

2. UPGRADES

ServiceNow determines whether and when to develop, release and apply any Upgrade (as defined in the ***Upgrade Policy*** attached hereto, and incorporated herein by reference) to Customer's instances of the Subscription Service.

3. DATA SECURITY

ServiceNow shall implement and maintain security procedures and practices appropriate to information technology service providers to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure, as described in the ***Data Security Guide*** attached hereto, and incorporated herein by reference.

4. INSURANCE

ServiceNow agrees to maintain in effect during the Subscription Term, at ServiceNow's expense, the following minimum insurance coverage:

(i) (a) Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements and (b) Employers' Liability Insurance covering ServiceNow's employees in an amount of not less than $1,000,000 for bodily injury by accident, $1,000,000 policy limit for bodily injury by disease, and $1,000,000 each employee for bodily injury by disease;

(ii) Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury arising out of the services and/or products provided by ServiceNow under this Agreement with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate;

(iii) Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount of not less than $1,000,000 per accident combined single limit for bodily injury and property damage;

(iv) Combined Technology Errors' & Omission Policy with a $5,000,000 per Claim limit, including: (a) Professional Liability Insurance providing coverage for the services and software in this Agreement. Such coverage to be maintained for at least two (2) years after the termination of this Agreement; and (b) Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches or system attacks, as well as infringements of copyright and trademark that might result from this Agreement; and

(v) Excess Liability over Employers' Liability, Commercial General Liability and Commercial Automobile Liability with a $5,000,000 aggregate limit.

For the purpose of this Section, a "***Claim***" means a written demand for money or a civil proceeding which is commenced by service of a complaint or similar pleading.

5. AVAILABILITY SERVICE LEVEL

5.1. DEFINITIONS

(a) "***Available***" means that the Subscription Service can be accessed by authorized users.

(b) "***Excused Downtime***" means: (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including without limitation modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

(c) "***Maintenance Time***" means the time the Subscription Service is not Available due to service maintenance.

(d) "***Availability SLA***" means the percentage of total time during which Customer's production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime.

5.2. AVAILABLITY

If Customer's production instances of the Subscription Service fall below the Availability SLA of ninety-nine and eight-tenths percent (99.8%) during a calendar month, Customer's exclusive remedy for failure of the Subscription Service to meet the Availability SLAs is either: (1) to request that the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA; or (2) to request that ServiceNow issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA (determined at the deemed per minute rate ServiceNow charges to Customer for Customer's use of the affected Subscription Service), which Customer may request ServiceNow apply to the next invoice for subscription fees.

5.3. REQUESTS

Customer must request all service credits or extensions in writing to ServiceNow within thirty (30) days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period Customer's production instances of the Subscription Service was not Available. The total amount of service credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. ServiceNow may delay issuing service credits until such amounts reach one thousand U.S. dollars ($1,000) or equivalent currency specified in the applicable Order Form.

CUSTOMER SUPPORT POLICY

This Customer Support Policy governs the support that ServiceNow or its authorized reseller, as applicable, will provide for the Subscription Service. This Policy may be updated from time to time.

Scope

The purpose of Customer Support is to resolve defects that cause the Subscription Service to perform not in substantial conformance to the Product Overview. A resolution to a defect may consist of a fix, workaround or other relief ServiceNow deems reasonable.

Customer Support does not include:

- implementation services
- configuration services
- integration services
- customization services or other custom software development
- training
- assistance with administrative functions

Customer Support is not required to provide resolutions for immaterial defects or defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow's direction.

Business Hours

Customer Support is available 24 hours a day, 7 days a week, including all holidays.

Access Contacts

Customer may contact ServiceNow using one of the following means:

- Support Portal at https://hi.service-now.com/. Customer may get login access to this self-service portal by contacting its ServiceNow administrator.
- Phone using one of the numbers at http://servicenow.com/support/contact-support.html.

Customer shall contact ServiceNow's authorized reseller in accordance with its agreement with the reseller.

Incident Priority

Incident priority for a defect is determined using the guidelines below:

Priority	Definition
P1	Any defect that causes an instance to be unavailable.
P2	Any defect that causes a critical function to fail.
P3	Any defect that significantly impedes work or progress.
P4	Any defect that does not significantly impede work or progress.

Response Times and Level of Effort

Customer submits an incident with ServiceNow via phone or web and with ServiceNow's authorized reseller as directed by reseller. All support requests are tracked online and can be viewed by Customer's authorized contacts. Response times do not vary if the incident was filed via phone or web.

ServiceNow or its authorized reseller, as applicable, will use reasonable efforts to meet the target response times and target level of effort stated in the table below. Support from the reseller may be limited to business hours only.

Priority	Target Response Times	Target Level of Effort
P1	30 minutes	Continuously, 24 hours per day, 7 days per week
P2	2 hours	Continuously, but not necessarily 24 hours per day, 7 days per week
P3	1 business day	As appropriate during normal business hours
P4	N/A	Varies

Customer Responsibilities

Customer's obligations are as follows:

(a) Customer agrees to receive from ServiceNow or its authorized reseller, as applicable, communications via email, phone or through the Support Portal regarding the Subscription Service.

(b) Customer shall appoint no more than five (5) contacts ("***Customer Authorized Contacts***") to engage Customer Support for questions and/or technical issues.

(i) Only Customer Authorized Contacts are authorized to contact Customer Support.

(ii) Customer must ensure the information for these contacts is current in the Support Portal at https://hi.service-now.com/.

(iii) Customer Authorized Contacts are trained on the use and administration of the Subscription Service.

(c) Customer shall cooperate to enable ServiceNow to deliver the Subscription Service and support for the service.

(d) Customer is solely responsible for the use of the Subscription Service by its authorized users.

Support Resources

- ServiceNow Website (http://www.servicenow.com/services/overview.html)
- ServiceNow Community (https://community.servicenow.com/welcome)
- Release Notes (http://wiki.service-now.com/index.php?title=Main_Page)
- Product Documentation (http://wiki.service-now.com/index.php?title=Main_Page)
- Knowledge Base (https://hi.service-now.com/nav_to.do?uri=kb_home.do)
- Support Community (https://community.servicenow.com/community/support)

UPGRADE POLICY

1. UPGRADES

"***Upgrades***" are ServiceNow's releases of the Subscription Service for repairs, enhancements or new features applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. ServiceNow has the discretion to provide new functionality as an Upgrade or as different software or service for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

2. NOTICE; MAINTENANCE DOWNTIME

ServiceNow shall use reasonable efforts to give Customer thirty (30) days prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer ten (10) days prior notice of any Upgrade to the cloud infrastructure network, hardware, or software used by ServiceNow to operate and deliver the Subscription Service if ServiceNow in its reasonable judgment believes that the infrastructure Upgrade will impact Customer's use of its production instances of the Subscription Service. ServiceNow will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Upgrades to no more than two (2) hours per month. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade if necessary, in the reasonable judgment of ServiceNow, to maintain the availability, security or performance of the Subscription Service or the ability of ServiceNow to efficiently provide the Subscription Service.

3. NOMENCLATURE

A pending Upgrade may be a "Feature Release", "Patch" or "Hotfix." A "***Feature Release***" is an Upgrade that includes new features or enhancements. A "***Patch***" or a "***Hotfix***" is an Upgrade to a Feature Release that maintains the functionality of the Feature Release and does not include new functionality. ServiceNow refers to each Feature Release and its associated Patches and Hotfixes as a "***Release Family***." For example, ServiceNow's Feature Release "Aspen" established the "Aspen" Release Family, and ServiceNow's subsequent Feature Release "Berlin" established the "Berlin" Release Family.

4. PINNING REQUESTS

Customer may submit a support request for "no Upgrade" not fewer than five (5) business days' prior to a pending Upgrade of the Subscription Service. Subject to the terms and conditions of this Upgrade Policy, Customer's "no Upgrade" request shall be granted, and the Upgrade shall not be applied to Customer's instances of the Subscription Service.

5. SUPPORTED AND NON-SUPPORTED RELEASE FAMILIES

ServiceNow offers support for the then current Release Family and the prior two (2) Release Families ("***Supported Release Families***") as set forth in the Customer Support Policy. A Customer using a Supported Release Family may be required to Upgrade to a Patch or Hotfix within the Supported Release Family to correct a defect. At its discretion, ServiceNow may offer limited support for additional Release Families ("***Non-Supported Release Families***"). Without limiting ServiceNow's discretion to determine the availability of support for Non-Supported Release Families, a Customer using a Non-Supported Release Family may be required to Upgrade to a Supported Release Family to correct a defect. Any service level agreements, recovery time objectives or recovery point objectives are not applicable to Non-Supported Release Families. Details of ServiceNow support are further set forth in the Customer Support Policy.

Customer acknowledges that the current Release Family is the most current feature, availability, performance and security version of the Subscription Service. Within a Supported Release Family, the most recent Patch contains the most current feature, availability, performance and security version of the Subscription Service for that Release Family. A Customer that has submitted a "no Upgrade" request may experience defects, for which Customer hereby agrees that ServiceNow is not responsible, including without limitation those that affect the features, availability, performance and security of the Subscription Service, that are fixed in the most

current version of the Subscription Service.

6. REQUIRED UPGRADES

If Customer has requested "no Upgrade" it may nevertheless be required to Upgrade if in the reasonable judgment of ServiceNow the Upgrade is necessary to maintain the availability, security or performance of the Subscription Service or the ability of ServiceNow to efficiently provide the Subscription Service, as follows:

6.1. SUPPORTED RELEASE FAMILY. If Customer is using a Supported Release Family, it may be required to Upgrade to a Patch or Hotfix within the Supported Release Family.

6.2. NON-SUPPORTED RELEASE FAMILY. If Customer is using a Non-Supported Release Family, it may be required to Upgrade to a Supported Release Family.

7. EXCEPTIONS

Notwithstanding the other provisions of this Upgrade Policy, Customer may not submit a support request for "no Upgrade" for any Upgrade to, or that is essential for, the infrastructure network, hardware, or software used by ServiceNow to operate and deliver the Subscription Service.

DATA SECURITY GUIDE

Security Statement of an Enterprise IT Cloud Company

The ServiceNow cloud is built for the enterprise customer with every aspect aimed towards meeting the customer's demand for reliability, availability and security. ServiceNow's comprehensive approach to address this demand is enabled by the following: (a) ServiceNow's robust cloud infrastructure runs on its own applications and utilizes industry best-of-breed technology to automate mission critical functionalities in the cloud service with around-the-clock and around-the-world delivery; (b) ServiceNow achieves flexibility and control in its ability to deliver a stable user experience to the customer by having a logical single tenant architecture; (c) ServiceNow's application development which has a paramount focus on quality, security, and the user experience is closely connected to the operations of delivering those applications in a reliable and secure cloud environment; (d) ServiceNow invests in a comprehensive compliance strategy that allows its customers to attain their own compliance to applicable laws by obtaining attestations and certifications and running its subscription service from paired data centers situated close to where its customers are located; and (e) ServiceNow's homogeneous environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible.

This Data Security Guide describes the measures ServiceNow takes to protect Customer Data when it resides in the ServiceNow cloud. This Data Security Guide forms a part of any legal agreement into which this Data Security Guide is explicitly incorporated by reference (the "***Agreement***") and is subject to the terms and conditions of the Agreement. Capitalized terms that are not otherwise defined herein shall have the meaning given to them in the Agreement.

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow shall maintain a written information security program of policies, procedures and controls ("***Security Program***") governing the processing, storage, transmission and security of Customer Data. The Security Program includes industry standard practices designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction. ServiceNow may periodically review and update the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that any such update does not materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

2. CERTIFICATIONS AND ATTESTATIONS

2.1. Certifications and Attestations. ServiceNow shall establish and maintain sufficient controls to meet the objectives stated in ISO 27001 and SSAE 16 / SOC 1 and SOC 2 Type 2 (or equivalent standards) (collectively, the "***Standards***") for the information security management system supporting the Subscription Service. At least once per calendar year, ServiceNow shall perform an assessment against such Standards ("***Assessment***"). Upon Customer's written request, which shall be no more than once per calendar year, ServiceNow shall provide a summary of the Assessment(s) to Customer. Assessments shall be Confidential Information of ServiceNow.

2.2. Safe Harbor. ServiceNow shall maintain self-certified compliance under the U.S.-EU and U.S.-Swiss Safe Harbor Frameworks developed by the U.S. Department of Commerce regarding the collection, use and retention of Personal Data (defined in Section 6 below) from European Union member countries and Switzerland.

3. PHYSICAL, TECHNICAL AND ADMINISTRATIVE SECURITY MEASURES

The Security Program shall include the following physical, technical and administrative measures designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction:

3.1. Physical Security Measures

(a) Data Center Facilities: (i) Physical access restrictions and monitoring that may include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (for example,

fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (ii) fire detection and fire suppression systems both localized and throughout the data center floor.

(b) Systems, Machines and Devices: (i) Physical protection mechanisms; and (ii) entry controls to limit physical access.

(c) Media: (i) Industry standard destruction of sensitive materials before disposition of media; (ii) secure safe for storing damaged hard disks prior to physical destruction; and (iii) physical destruction of all decommissioned hard disks storing Customer Data.

3.2. Technical Security Measures

(a) Access Administration. Access to the Subscription Service by ServiceNow employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production systems. Access privileges are based on job requirements and are revoked upon termination of employment or consulting relationship. Production infrastructure includes appropriate user account and password controls (for example, the required use of virtual private network connections, complex passwords with expiration dates, and a two-factored authenticated connection) and is accessible for administration.

(b) Logging and Monitoring. The production infrastructure log activities are centrally collected and are secured in an effort to prevent tampering and are monitored for anomalies by a trained security team.

(c) Firewall System. An industry-standard firewall is installed and managed to protect ServiceNow systems by residing on the network to inspect all ingress connections routed to the ServiceNow environment.

(d) Vulnerability Management. ServiceNow conducts periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, ServiceNow will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with ServiceNow's then current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.

(e) Antivirus. ServiceNow updates anti-virus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

(f) Change Control. ServiceNow ensures that changes to platform, applications and production infrastructure are evaluated to minimize risk and are implemented following ServiceNow's standard operating procedure.

3.3. Administrative Security Measures

(a) Data Center Inspections. ServiceNow performs routine reviews at each data center to ensure that it continues to maintain the security controls necessary to comply with the Security Program.

(b) Personnel Security. ServiceNow performs background and drug screening on all employees and all contractors who have access to Customer Data in accordance with ServiceNow's then current applicable standard operating procedure and subject to applicable law.

(c) Security Awareness and Training. ServiceNow maintains a security awareness program that includes appropriate training of ServiceNow personnel on the Security Program. Training is conducted at time of hire and periodically throughout employment at ServiceNow.

(d) Vendor Risk Management. ServiceNow maintains a vendor risk management program that assesses all vendors that access, store, process or transmit Customer Data for appropriate security controls and business disciplines.

4. DATA PROTECTION AND SERVICE CONTINUITY

4.1. Data Centers; Data Backup. ServiceNow shall host Customer's instances in primary and secondary SSAE 16 Type II or ISO 27001 certified (or equivalent) data centers in the geographic regions specified on the Order Form for the Subscription Term. Each data center includes full redundancy (N+1) and fault tolerant infrastructure for electrical, cooling and network systems. The deployed servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability. The production database servers are replicated in near real time to a mirrored data center in a different geographic region. Each customer instance is supported by a network configuration with multiple connections to the Internet. ServiceNow backs up all Customer Data in accordance with ServiceNow's standard operating procedure.

4.2. Personnel. In the event of an emergency that renders the customer support telephone system unavailable, all calls are routed to an answering service that will transfer to a ServiceNow telephone support representative, geographically located to ensure business continuity for support operations.

5. INCIDENT MANAGEMENT AND BREACH NOTIFICATION

5.1. Incident Monitoring and Management. ServiceNow shall monitor, analyze and respond to security incidents in a timely manner in accordance with ServiceNow's standard operating procedure. Depending on the nature of the incident, ServiceNow security group will escalate and engage response teams necessary to address an incident.

5.2. Breach Notification. Unless notification is delayed by the actions or demands of a law enforcement agency, ServiceNow shall report to Customer the unauthorized acquisition, access, use, disclosure or destruction of Customer Data (a "Breach") promptly following determination by ServiceNow that a Breach occurred. The initial report shall be made to Customer security contact(s) designated in ServiceNow's customer support portal. ServiceNow shall take reasonable measures to promptly mitigate the cause of the Breach and shall take reasonable corrective measures to prevent future Breaches. As information is collected or otherwise becomes available to ServiceNow and unless prohibited by law, ServiceNow shall provide information regarding the nature and consequences of the Breach that are reasonably requested to allow Customer to notify affected individuals, government agencies and/or credit bureaus. Customer is solely responsible for determining whether to notify impacted Data Subjects (defined in 6.1 below) and for providing such notice, and for determining if regulatory bodies or enforcement commissions applicable to Customer or Customer Data need to be notified of a Breach.

5.3. Customer Cooperation. Customer agrees to cooperate with ServiceNow in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, identify its root cause(s) and prevent a recurrence.

6. DATA PROCESSING GUIDELINES; COMPLIANCE WITH LAWS

6.1. Customer as Data Controller. Customer acknowledges that in relation to Personal Data supplied and/or processed under the Agreement it acts as Controller and it warrants that it will duly observe all of its obligations under all applicable laws and regulations of the European Union, the European Economic Area and their member states regarding the processing of Personal Data (collectively referred to as "Data Protection Laws") including, without limitation, obtaining and maintaining all necessary notifications and obtaining and maintaining all necessary Data Subject Consents. Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality and reliability of Personal Data and of the means by which it acquired Personal Data, (ii) ensure that data processing instructions given to ServiceNow comply with applicable Data Protection Laws, and (iii) comply with all applicable Data Protection Laws in collecting, compiling, storing, accessing and using Personal Data in connection with the Subscription Service. For the purposes of this Data Security Guide, "Personal Data", "Controller", "Data Subject" and "Data Subject Consent" shall have the meaning given to these terms in Directive 95/46/EC. For clarity, "process" or "processing" means any operation or set of operations performed upon Customer Data.

6.2. ServiceNow as Data Processor. ServiceNow shall process or otherwise use Personal Data (including possible onward transfers) on behalf of Customer solely for the purpose of providing the services

described in the Agreement and only in accordance with Customer's lawful instructions (limited to those instructions which ServiceNow can reasonably carry out in the provision of the Subscription Service), the terms of the Agreement, and this Data Security Guide. ServiceNow shall ensure that those employees to whom it grants access to such Personal Data are directed to keep such Personal Data confidential and are informed of any additional data protection obligations applicable to such Personal Data. ServiceNow shall, to the extent legally permitted, promptly notify Customer with respect to any request or communication ServiceNow receives from any regulatory authority in relation to any data processing activities ServiceNow conducts on behalf of Customer. In addition, ServiceNow will cooperate and assist Customer, at Customer's cost, in relation to any such request and to any response to any such communication. ServiceNow will pass on to the Customer any requests of a Data Subject to access, delete, correct, or block Personal Data processed under the Agreement. If ServiceNow is compelled by law to disclose Customer's information as part of a civil proceeding to which Customer is a party, and Customer is not contesting the disclosure, Customer will reimburse ServiceNow for its reasonable cost of compiling and providing secure access to that information.

6.3. Subcontractors. ServiceNow may engage subcontractors for processing Customer Data under the Agreement, provided ServiceNow shall ensure compliance by such subcontractor(s) with the requirements of this Section 6 by entering into written agreements with such subcontractors which provide that the subcontractor will apply the Safe Harbor principles to the processing of Personal Data. ServiceNow's use of any subcontractor will not relieve, waive or diminish any obligation ServiceNow has under the Agreement or this Data Security Guide.

7. PENETRATION TESTS

7.1. By a Third Party. ServiceNow contracts with third party vendors to perform an annual penetration test on the ServiceNow platform to identify risks and remediation that help increase security.

7.2. By Customer. No more than once per calendar year Customer may request to perform, at its own expense, an application penetration test of its instances of the Subscription Service. Customer shall notify ServiceNow in advance of any test by submitting a request using ServiceNow's online support portal and completing a penetration testing agreement. ServiceNow and Customer must agree upon a mutually acceptable time for the test; and Customer shall not perform a penetration test without ServiceNow's express written authorization. The test must be of reasonable duration, and must not interfere with ServiceNow's day-to-day operations. Promptly upon completion of the penetration test, Customer shall provide ServiceNow with the test results including any detected vulnerability. Upon such notice, ServiceNow shall, consistent with industry standard practices, use all commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service. Customer shall treat the test results as Confidential Information of ServiceNow.

8. SHARING THE SECURITY RESPONSIBILITY

8.1. Product Capabilities. The Subscription Service has the capabilities to: (i) authenticate users before access; (ii) encrypt passwords; (iii) allow users to manage passwords; and (iv) prevent access by users with an inactive account. Customer manages each user's access to and use of the Subscription Service by assigning to each user a credential and user type that controls the level of access to the Subscription Service.

8.2. Customer Responsibilities. ServiceNow provides the cloud environment that permits Customer to use and process Customer Data in the Subscription Service. The architecture in the Subscription Service includes, without limitation, column level encryption functionality and the access control list engine. Customer shall be responsible for using the column level encryption functionality and access control list engine for protecting all Customer Data containing sensitive data, including without limitation, credit card numbers, social security numbers, financial and health information, and sensitive personal data. Customer is solely responsible for the results of its decision not to encrypt such sensitive data. ServiceNow protects all Customer Data in the ServiceNow cloud infrastructure equally in accordance with this Data Security Guide, regardless of the classification of the type of Customer Data. Customer shall be responsible for protecting the confidentiality of each user's login and password and shall manage each user's access to the Subscription Service.

8.3. Customer Cooperation. Customer shall promptly apply any application upgrade that ServiceNow determines is necessary to maintain the security, performance or availability of the Subscription Service.

8.4. Limitations. Notwithstanding anything to the contrary in the Agreement or this Data Security Guide, ServiceNow's obligations extend only to those systems, networks, network devices, facilities and components over which ServiceNow exercises control. This Data Security Guide does not apply to: (i) information shared with ServiceNow that is not data stored in its systems using the Subscription Service; (ii) data in Customer's virtual private network (VPN) or a third party network; or (iii) any data processed by Customer or its users in violation of the Agreement or this Data Security Guide.

ServiceNow Product Overview

Effective Date: May 2, 2016

ServiceNow Applications	
Activity Designer	Enables a user to construct reusable activities that suit an organization's business needs. Requires Orchestration Core.
Activity Packs	A collection of related workflow activities that allow Orchestration Core to connect to, and automate work with, external systems. Some Activity Packs require Orchestration Core and others require Cloud Management.
Agile Development	Provides capabilities to manage the software development process in projects including enhancement requests, defect prioritization, definition of release content, and tasks.
Asset Management	Provides capabilities to track and manage the physical, contractual, and financial aspects of assets.
Audit Management	Provides a centralized process for Internal Audit teams to automate the complete audit lifecycle by providing the capability to plan, scope and execute integrated, risk-based audit plans.
Change Management	Allows repeatable methods and procedures to be used for introducing change into the IT infrastructure by providing capabilities for creating, assessing, approving, and executing changes.
Client Software Distribution	Allows administrators to distribute software from the service catalog using third party management systems. Requires Orchestration Core.
Cloud Management	Provides the capability to automate the provisioning and management lifecycle of public and private virtual servers. Requires Orchestration Core.
Configuration Automation	Provides the capability to manage the configuration settings of a physical or virtual server. Requires Orchestration Core.
Cost Management	Provides capabilities to track one-time and recurring costs of configuration items used by IT and allocate those costs to business units using allocation rules.
Cost Transparency	Provides insight for executives seeking to align spending to business goals. Users can classify general ledger records, define reporting structures and allocation rules, and view summary reports.
Customer Service Management	Includes the following key features: Omni–channel customer engagement across portal, chat, email, and phone (native telephony integration requires Notify); a robust customer data model for accounts, partners, and contacts; case management with advanced skills-based routing, real-time service level agreement (SLA), service contracts and service entitlements; pre-packaged service analytics using both real-time data as well as snapshots for trend analysis (trend analytics requires Performance Analytics use rights); and voice of customer feedback through online surveys and customer satisfaction reporting.

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Demand Management	Consolidates IT requests through a service catalog and routes them in a workflow to stakeholders who gather additional information to prioritize investment decisions.
Discovery	Locates physical and virtual devices connected to an enterprise network. When Discovery locates a device, it explores its configuration, status, software, and relationships to other connected devices, and updates the Configuration Management Data Base (CMDB).
Edge Encryption	Resides on Customer-owned servers and encrypts and decrypts eligible data stored in their instance. Customer controls and manages the encryption keys for the eligible data in their instance.
Enterprise Service Portal - HR	In support of HR service delivery, provides employee self-service via an HR service catalog and provides HR the capability to assign tasks to employees. Uses prebuilt layouts, controls, and content. Requires HR Service Management.
Event Management	Aggregates events from monitoring tools used by Customer in its infrastructure, de-duplicates and correlates inputs from such events to CMDB, and provides the ability to filter and prioritize events to create incidents for remediation.
Facilities Service Management	Provides capabilities to manage the service delivery of a facilities department by offering a self-service catalog and assignment of requests based on fulfillment rules.
Field Service Management	Provides capabilities to create work order records for the repair and service of equipment. Requires Asset Management.
Financial Planning	Assists executives and budget owners in the automation of budget and forecast planning, helping to increase efficiency and simplify the planning process.
Finance Service Management	Enables the finance department to define its services and fulfill requests through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
HR Service Management	Provides capabilities to manage HR service delivery using case management to document the interactions between the employee and HR supported by the knowledge base.
Incident Management	Facilitates the process of restoring normal IT operations by providing capabilities to record, classify, distribute, and manage incidents through to resolution. Includes Performance Analytics limited to 15 key performance indicators (KPIs), one dashboard and 90 days of data captured by Incident Management.
Legal Service Management	Enables the legal department to define its services and fulfill requests through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
Marketing Service	Enables the marketing department to define its services and fulfill requests

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Management	through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
Notify	Provides the capability to initiate notification from Customer's instance of the subscription service to a supported third-party platform for SMS, voice and other communications protocols. Customer is required to separately purchase any third-party service required to work with Notify.
Orchestration Core	Enables orchestration of activities outside Customer's instance of the subscription service. Allows Customer to automate discrete tasks or processes using graphical workflows that interact with external systems or services.
Password Reset	Provides the capability to reset User's passwords that are stored and pre-authenticated in a credential store outside Customer's instance of the subscription service, such as Active Directory and other supported credential stores. Requires Orchestration Core.
Performance Analytics	Provides advanced analytics and time series analysis for KPIs.
Platform Runtime	Allows customer to deploy applications developed on the ServiceNow Platform into production.
Policy and Compliance Management	Provides a centralized process for creating and managing policies, standards, and internal control procedures that are cross-mapped to external regulations and best practices. Additionally, the application provides structured workflows for the identification, assessment, and continuous monitoring of control activities.
Problem Management	Facilitates the process of identifying the root causes of errors in the IT infrastructure by providing capabilities to record, escalate, and manage problems through to resolution.
Project Portfolio Management	Provides capabilities to plan, organize, and manage projects and project portfolios including associated tasks and resources.
Release Management	Facilitates the planning, design, build, configuration, testing, and release of hardware and software into the IT infrastructure.
Request Management	Provides capabilities to approve and fulfill requests for goods and services defined and presented in the service catalog.
Resource Management	Provides a view of projects and the availability, allocation, and capacity of assigned resources.
Risk Management	Provides an executive view into risk to allow risk managers to quickly identify at-risk assets, perform assessments, and continuously monitor risk exposure.
Security Incident Response	Enables SOC/SIRT teams to enact response plans to address security-related activities, events or incidents. Enables response team collaboration, investigation of network and non-network related activities (i.e. intellectual property theft, criminal activities, etc.) and includes the capability for automated request assignment and remediation across IT and security teams.

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Service Mapping	Discovers business services of the organization and builds a comprehensive map of all devices, applications, and configuration profiles used in these business services.
Test Management	Provides a user acceptance testing framework to help project teams and business users align on project deliverables, and provides visibility into the status of the project testing when used in conjunction with Project Portfolio Management and Agile Development. Project Portfolio Management and Agile Development are separately authorized.
Threat Intelligence	Provides the ability to support multiple threat intelligence feeds to enhance the context of a security incident by enabling analysts to see potential threats and related systems in an integrated view. Threat Intelligence also allows Customers to add their own custom feeds and to place confidence scores or weighting on each feed to accelerate the identification of legitimate security issues.
Vendor Performance Management	Enables Customer to manage, evaluate and compare vendors based on predefined criteria.
Vulnerability Response	Integrates with the National Vulnerability Database (NVD) and third-party solutions to generate a set of actionable reports of vulnerable assets in the Customer environment. Incident response tasks, change requests or problem tickets can easily be opened from vulnerabilities to allow security teams to perform further investigation or to allow IT to perform remediation.
ServiceNow Platform Services	
Business Service Maps	Graphically displays the configuration items related to a business service, and indicates the status of those configuration items.
Chat	Provides real-time communication capability via instant messaging between Users.
Coaching Loops	Provides the capability to monitor and provide feedback on a specific behavior of an individual or group.
Configuration Management (CMDB)	Provides capabilities to identify, record, and report on IT configuration items and their relationships.
Connect	Provides the capability to connect people, processes and information into a unique and centralized collaboration workspace to cut down on resolution times. Features include real-time chat, document delivery, active lists to see who is working and the ability to interact straight from the activity stream.
Content Management System	Provides the ability to create custom interfaces.
Form Designer	Allows creation of forms and tables with visual controls.

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Google Maps	ServiceNow may make Google Maps available for use with the subscription service. If Customer uses Google Maps, Customer agrees to the following terms: (i) Customer shall limit its use to 60,000 map views on an annual basis and additional use shall be purchased from Google subject to Google's terms and conditions, to which ServiceNow is not a party; (ii) Customer agrees, and shall cause its end users to agree, to Google's Maps Terms (http://maps.google.com/help/terms_maps.html or a successor URL as provided by Google), the Legal Notices (http://www.maps.google.com/help/legalnotices_maps.html or a successor URL as provided by Google), and the Acceptable Use Policy (http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html or a successor URL as provided by Google); and (iii) Customer agrees that Google may use Customer data in accordance with its privacy policy and that Google may provide its maps services to Customer. Google Maps may not be available to Customer due to location availability and may not be available during Customer's entire subscription term. ServiceNow support and warranty do not apply to Google Maps.
Graphical Workflow	Provides the capability to automate multi-step processes within Customer's instance of the subscription service. Each workflow can manage a sequence of activities, such as creating records or running scripts, and the condition-based transitions between them. Customer is required to purchase Orchestration Core to orchestrate activities using the Graphical Workflow that interact outside Customer's instance of the subscription service.
Knowledge Management	Provides role-based tools to create, store, and publish information. Provides mechanisms for version control and approvals of documents in the review process.
Live Feed	Provides a place to post and share content.
Mobile	Provides a customizable ServiceNow interface for mobile devices.
On-Call Scheduling	Enables creation of on-call schedules and escalation rosters.
OpenFrame	An interface technology that enables real-time communication channels such as telephone systems to be integrated into the ServiceNow Platform. OpenFrame consists of UI elements as well as a set of APIs that support exchange of events and data between ServiceNow and the communications system.
Reporting	Provides the capability to create and share reports and dashboards.
REST API	Provides the ability to integrate external systems through REST APIs using standard respond codes, header information, pagination support and streaming data on requests.
Service Catalog	Displays a listing of the goods and services that Customer provides within the enterprise to its employees and contractors.
Service Creator	Provides capabilities for building no-code service catalog items.

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Service Level Management	Establishes and monitors status of service contracts and SLAs between the organization and its customers or third-party service providers.
Service Portal Designer	Provides the capability to build portals with a consumer-like experience using both ServiceNow out-of-the-box widgets and templates as well as Customer's own widgets and styles, while leveraging only HTML and CSS.
Skills Management	Assigns configured competencies to groups or users.
Studio	Integrated Development Environment (IDE) for professional and low-code (i.e., IT administration) application developers.
Survey Management	Allows for polling and collection of data, including configuration for specific events and/or conditions.
Time Cards	Records time worked on tasks either manually or automatically.
Visual Task Boards	Enables a Kanban-style workspace for either individual or team-based management of tasks.
Visualizations	Displays interactive 2-D and 3-D visual representations for any logical data relationships within an instance.

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GENERAL TERMS AND CONDITIONS

These General Terms and Conditions and any referenced documents form the agreement (the "***Agreement***") under which an Order Form is executed.

1. PROVISION OF SERVICES

ServiceNow will make the following purchased services available to Customer, subject to the terms and conditions of the Agreement and each ordering document signed by Customer and ServiceNow (each, an "***Order Form***") and the product overview attached thereto or referenced therein ("***Product Overview***"), including without limitation:

(a) use of the ServiceNow applications which are made available by ServiceNow as a software as a service (SaaS) ("***Subscription Service***"); and

(b) professional services and training services ("***Professional Services***").

An Order Form for Professional Services shall specify ServiceNow packaged professional services (each offering, a "***Packaged Service***"), as described in one or more service descriptions (if not attached to the Order Form, then as set forth on www.servicenow.com/be_schedules.do) ("***Service Description***") or other Professional Services described in one or more written statements of work ("***SOW***") signed by ServiceNow and Customer.

2. ORDERING

2.1 ORDERS AND PAYMENT. Upon execution by Customer and ServiceNow, each Order Form is non-cancellable and non-refundable except as provided in the Agreement. Prices stated in each Order Form are final. Except as expressly set forth in the applicable Order Form, Subscription Service fees are invoiced annually in advance. Each Subscription Term (as defined in Section 3.1) as set forth in the Order Form is a continuous and non-divisible commitment for the full duration of the Subscription Term regardless of the invoice schedule. Except as expressly set forth in the applicable Order Form or SOW or Service Description, Professional Services fees are invoiced on a time and materials basis monthly in arrears. Customer shall pay each invoice in full within thirty (30) days after the date of invoice. Customer may issue a purchase order consistent with the terms of the Order Form, but a purchase order is not required. If Customer issues a purchase order, then it shall be for the full amount of the Order Form, and any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or the Agreement. Upon request, ServiceNow shall reference the purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order at least fifteen (15) business days prior to the date of the invoice. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts for the services owed hereunder, ServiceNow may give notice to Customer of such delinquency and, in such case, Customer shall cure the delinquency within thirty (30) days from the date of ServiceNow's written notice. If Customer fails to cure the delinquency, ServiceNow may suspend Customer's use of the Subscription Service or terminate the Agreement for cause in accordance with Section 7 (Term and Termination), in addition to other rights and remedies available.

2.2 TAXES. All payments required by the Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, value-added taxes ("***VAT***"), goods and services taxes ("***GST***"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "***Taxes***"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Subscription Service and Professional Services. Taxes shall not be deducted from the payments to ServiceNow, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Each party is responsible for and shall bear taxes imposed on its net income. If Customer is a tax-exempt entity or claims exemption from any Taxes under the Agreement, Customer shall provide a tax exemption number on the Order Form and a certificate upon execution of the Order Form and, after receipt of valid evidence of exemption, ServiceNow shall not charge Customer any Taxes from which it is exempt. If ServiceNow is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Subscription Service or Professional Services, ServiceNow will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. Customer shall provide to ServiceNow its VAT or GST identification number(s) on the Order Form for (i) the country where Customer has established its business and/or (ii) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service and Professional Services for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s). The parties' obligations under this Section shall survive the termination or expiration of the Agreement.

2.3 USE VERIFICATION. Customer may not use or otherwise access the Subscription Service in a manner that exceeds Customer's authorized use. ServiceNow may review Customer's use of the Subscription Service, and Customer shall provide any reasonable assistance to verify Customer's compliance with the Agreement. If ServiceNow determines that Customer has exceeded its permitted use of the Subscription Service then ServiceNow will notify Customer and within thirty (30) days thereafter Customer shall either: (i) disable any unpermitted use or (ii) purchase additional subscriptions. If Customer fails to regain compliance within such thirty (30) day period, ServiceNow may suspend Customer's use of the Subscription Service or terminate the Agreement for cause in accordance with Section 7 (Term and Termination), in addition to any other rights or remedies ServiceNow may have.

3. GRANT OF USE RIGHTS; OWNERSHIP; CUSTOMER RESTRICTIONS

3.1. SUBSCRIPTION SERVICE. Customer is authorized to use the Subscription Service limited by the purchased amount and subscription term ("***Subscription Term***") on the Order Form and the Product Overview.

3.2. DOCUMENTATION. ServiceNow grants to Customer a non-exclusive, non-transferable, worldwide right during the Subscription Term to access and use the documentation relating to the operation and use of the Subscription Service that is provided by ServiceNow to Customer under the Agreement, as updated by ServiceNow from time to time ("***Documentation***").

3.3. CUSTOMER DATA. Customer grants ServiceNow a non-exclusive, non-transferable, worldwide right to use the electronic data pertaining to Customer and/or its users that is processed using the Subscription Service (collectively "***Customer Data***") strictly for the limited purpose of providing the Subscription Service to Customer.

3.4. SOFTWARE. ServiceNow may provide ServiceNow software products ("***Software***") for use in connection with the Subscription Service. Any Software is licensed and not sold (even if for convenience ServiceNow makes reference to words such as "sale" or "purchase"). ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable, non-exclusive license to install and execute the Software on machines operated by or for Customer solely to permit Customer to use the Subscription Service during the Subscription Term in accordance with the terms and conditions of the Agreement. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software.

3.5. OWNERSHIP. As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the Subscription Service, Software and/or Documentation are owned exclusively by ServiceNow. Except as expressly provided in the Agreement, ServiceNow does not grant Customer (and expressly reserves) any rights, express or implied, or ownership in the Subscription Service, Software and/or Documentation. ServiceNow shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Subscription Service, Software and/or Documentation, any suggestions, enhancements, recommendations or other feedback provided by Customer relating to the Subscription Service, Software and/or Documentation.

3.6. RESTRICTIONS. Customer shall not (and shall not permit others to) do the following with respect to the Subscription Service, Software or Documentation: (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of them available for access by third parties; (ii) disassemble, reverse engineer, decompile or modify them or otherwise create derivative works thereof; (iii) access them for the purpose of developing products or services that compete with the Subscription Service; (iv) use them to operate more or different type of applications or platform not authorized under the Agreement; (v) use them to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (vi) disrupt their security, integrity or operation; (vii) remove or modify a copyright or other proprietary rights notice in them; (viii) use them to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (ix) use them to damage the property of another; (x) use them in any manner which violates any law or regulation of the United States, any state thereof or other government authority; (xi) use them in any manner that disables, hacks or otherwise interferes with any security, digital signing, digital rights management, verification or authentication mechanisms or (xii) use them in a manner that temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any ServiceNow or third party data, software or network.

4. WARRANTIES

4.1. LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview. To submit a warranty claim under this Section, Customer shall (1) reference this Section; and (2) submit a support request to resolve the non-conformity as provided in the Subscription Service Guide, which is set forth on www.servicenow.com/be_schedules.do. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to

ServiceNow under this Section 4.1, then Customer may terminate the affected Subscription Service and ServiceNow shall refund to Customer any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction. THIS SECTION 4.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

4.2. LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in the SOW or Service Description. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services and refund to Customer any amounts paid for the nonconforming Professional Services. THIS SECTION 4.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

4.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THE AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, PROFESSIONAL SERVICES OR DOCUMENTATION WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THE AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

5. CONFIDENTIALITY AND NON-USE RESTRICTIONS

5.1. CONFIDENTIAL INFORMATION. "***Confidential Information***" means all information disclosed by a party ("***Disclosing Party***") to the other party ("***Receiving Party***"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including without limitation: each party's respective business plans and processes; financial and employee data; proprietary technology and product information and designs; the Subscription Service and Software and Customer Data. The terms of the Agreement and Order form(s) are Confidential Information of ServiceNow. Confidential Information excludes information that: (i) is or becomes generally known to the public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) is received from a third party without any obligation of confidentiality to a third party or breach of any obligation of confidentiality to the Disclosing Party; or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

5.2. PROTECTION. The Receiving Party shall: (i) at all times protect the confidentiality of the Disclosing Party's Confidential Information with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use Confidential Information of the Disclosing Party except to the extent necessary to exercise its rights or fulfill its obligations under the Agreement. To the extent necessary under the Agreement, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the Receiving Party's employees or contractors who are bound by written obligations of confidentiality and non-use and non-disclosure restrictions at least as protective as those set forth herein. In the event of a court order or government regulation compelling disclosure of any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof, and shall reasonably cooperate with the Disclosing Party to seek confidential or other protective treatment. Each party's obligations set forth in this Section 5 shall remain in effect during the term and three (3) years after termination of the Agreement. The Receiving Party shall promptly return to the Disclosing Party or destroy (with certification of such destruction provided by the Receiving Party upon request) all Confidential Information of the Disclosing Party in its possession or control upon request from the Disclosing Party. Provisions for the return of Customer Data are set forth in Section 7.3 (Return of Customer Data).

6. LIMITATIONS OF LIABILITY AND DAMAGES

6.1. LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO The AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE

TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER.

6.2. EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

7. TERM AND TERMINATION

7.1. TERM AND TERMINATION. The Agreement continues until terminated in accordance with its terms. Each party may terminate the Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time such notice is served there are no Order Forms in effect; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service or Professional Services effective immediately upon written notice if the other party materially breaches a material obligation under the Agreement or the applicable Order Form for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Professional Services are separately ordered from the Subscription Service, and are not required for the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Order Form.

7.2. EFFECT OF TERMINATION OF SERVICE. Upon expiration or other termination of the Subscription Service for any reason, Customer shall stop using, and ServiceNow shall stop providing, the terminated Subscription Service. (a) If the Subscription Service is terminated by Customer due to ServiceNow's breach, then ServiceNow shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination. (b) If Professional Service is terminated by Customer due to ServiceNow's breach, then ServiceNow shall refund to Customer, within thirty (30) days after the effective date of termination, any prepaid amounts for unperformed Professional Service. (c) If the Subscription Service is terminated by ServiceNow due to Customer's breach, then Customer shall pay to ServiceNow, within thirty (30) days after the effective date of termination, fees for the terminated Subscription Service that would have been payable for the remainder of the Subscription Term after the effective date of termination. (d) Upon expiration or other termination of the Subscription Service for any reason, Customer shall be eligible to request the return of Customer Data in accordance with Section 7.3 (Return of Customer Data).

7.3. RETURN OF CUSTOMER DATA. Following the end of the Subscription Term, where Customer has not renewed, Customer shall have forty-five (45) days to request a copy of the Customer Data from ServiceNow; and, if requested, ServiceNow shall use commercially reasonable efforts to provide a copy of that data within fifteen (15) days in a mutually agreed upon, commercially standard format at no cost to Customer unless ServiceNow determines in its reasonable discretion that the data output is not routine, in which case the parties shall mutually agree on a statement of work for professional services. After such forty-five (45) day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

7.4. SURVIVAL. Upon termination of the Agreement for any reason, Customer shall pay all amounts owed hereunder. Sections 3.5 (Ownership), 3.6 (Restrictions), and 5 (Confidentiality and Non-Use Restrictions) through 8 (General Provisions) of these General Terms and Conditions, together with any other provision required for their construction or enforcement, shall survive termination of the Agreement for any reason.

8. GENERAL PROVISIONS

8.1. ASSIGNMENT. Neither party may assign its rights or obligations, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may, upon notice and without the other party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity

of such party, assign the Agreement in its entirety to such party's successor; and (ii) assign the Agreement in its entirety to any company, partnership or other legal entity which from time to time directly or indirectly controls, is controlled by or is under the common control with such party. Any attempted or purported assignment in violation of this Section 8.1 will be null and void. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

8.2. NOTICE. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the Order Form or as otherwise agreed to by the parties in writing.

8.3. EXPORT COMPLIANCE. Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service, Professional Services, Software and Documentation are subject to the U.S. Export Administration Regulations (the "***EAR***") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service, Professional Services, Software and Documentation from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service, Professional Services, Software and Documentation in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; and (iii) Customer is not prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws which may impact Customer's right to import, export or use the Subscription Service, Professional Services, Software and Documentation.

8.4. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "***Force Majeure Event***"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

8.5. US GOVERNMENT RIGHTS. All ServiceNow software is commercial computer software and all services are commercial items. "***Commercial computer software***" has the meaning set forth in Federal Acquisition Regulation ("***FAR***") 2.101 for civilian agency purchases and the Department of Defense ("***DOD***") FAR Supplement ("***DFARS***") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

8.6. ENTIRETY. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ServiceNow which is not set out in the Agreement. Customer's order is not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's future plans. The Agreement supersedes all prior or contemporaneous oral or written agreement, representations and negotiations, including, but not limited to, any terms contained in Customer's purchase order.

8.7. WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of the Agreement, an Order Form, the Product Overview, the Subscription Service Guide, a SOW or a Service Description must be in writing and signed by authorized representatives of both parties.

8.8. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority

to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party. ServiceNow may at any time subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

8.9. GOVERNING LAW; VENUE; TIME FOR BRINGING ACTION. The Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the state of California, United States of America, if Customer is located in Canada, United States or Mexico, and the laws of England if Customer is located elsewhere. If Customer is located in Canada, United State or Mexico, the parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Diego, California, or New York, New York, for the purposes of adjudicating any action or proceeding to enforce the terms of the Agreement. If Customer is located elsewhere, then any dispute arising under the Agreement shall be finally settled by binding arbitration in London, England. Such arbitration shall be conducted in English in accordance with the rules of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with such rules. The arbitrator shall allow such discovery as is appropriate in accomplishing a fair, speedy, and cost-effective resolution of the dispute, and shall be expressly empowered to issue appropriate injunctive relief. The award of arbitration shall be final and binding upon both parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any monetary award shall be payable in United States dollars. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. No cause of action arising hereunder or relating hereto may be brought more than one (1) year after it first accrues. The prevailing party in an action to enforce the Agreement shall be entitled to costs of bringing the claim and reasonable attorneys' and experts' fees and expenses. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

8.10. CONSTRUCTION. The Subscription Service and Professional Services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that the Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties ont exigé que le présent contrat et ServiceNow les documents connexes soient rédigés en anglais selon la volonté expresse des parties. Capitalized terms not defined herein shall have the meaning set forth or referenced in the Subscription Service Guide. Section headings are for convenience only and are not to be used in interpreting the Agreement.

SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the Express General Terms and Conditions or Subscription Service Agreement.

1. CUSTOMER OPERATION OF SUBSCRIPTION SERVICE

1.1. PASSWORDS AND USER NAMES. Customer shall: (a) protect the names and passwords of users of the Subscription Service and prevent and notify ServiceNow of unauthorized use of the Subscription Service; (b) appoint up to five (5) designated support contacts for purposes of contacting ServiceNow support regarding questions and/or technical issues ("***Authorized Customer Support Contacts")*** and ensure that the Authorized Customer Support Contacts' information is current in the ServiceNow support portal; (c) be responsible for the lawfulness of, and results obtained from, all Customer Data submitted by users to the Subscription Service and each user's acts and omissions; and (d) use the Subscription Service only in accordance with the Documentation.

1.2. ACCESS CONTROL. ServiceNow provides the technical architecture that permits Customer to use and process Customer Data in the Subscription Service. This architecture includes an access control list engine. Customer shall be responsible for using the access control list engine for protecting all Personal Data. Customer shall ensure that access to and use of Subscription Service is restricted to only users authorized by Customer. Customer shall be responsible for ensuring all such users maintain the security of any passwords, usernames and other forms of authentication to the Subscription Service. A username and password must be uniquely assigned to a specific person and may not be shared by multiple persons at any one time or transferred. "***Personal Data***" means information identifying a natural person; an identifiable natural person is someone who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, financial, cultural or social identity.

2. SECURITY PROGRAM; EXCEPTIONS

ServiceNow shall maintain a security program ("***Security Program***") that includes industry standard practices designed to protect Customer Data from unauthorized access, use, disclosure, alteration, distribution and destruction. Notwithstanding anything to the contrary in this Agreement, the Security Program apply only to those systems, networks, network devices, facilities and components over which ServiceNow exercises control. The Security Program does not apply to: (i) information shared with ServiceNow that is not Customer Data; (ii) Customer Data in transit over the Internet, Customer's virtual private network (VPN), or another third party network; (iii) any Customer Data processed by Customer or its users in violation of this Agreement; or (iv) any part of the Subscription Service that is not hosted by ServiceNow.

3. UPGRADES

3.1. UPGRADES. "***Upgrades***" are ServiceNow's releases of the Subscription Service for repairs, enhancements or new features applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. ServiceNow has the discretion to provide new functionality either: (i) as an Upgrade, or (ii) as different software or service for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

3.2. MAINTENANCE. ServiceNow shall use reasonable efforts to give Customer ten (10) days' notice of any service maintenance to the infrastructure network, hardware or software used by ServiceNow to operate and deliver the Subscription Service if ServiceNow, in its reasonable judgment, believes that such cloud infrastructure maintenance will impact Customer's use of its production instances of the Subscription Service. ServiceNow will use reasonable efforts to limit the Maintenance Time (as defined below) to no more than two (2) hours per month. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of service maintenance if necessary, in the reasonable judgment of ServiceNow, to maintain the availability, security, stability or performance of the Subscription Service.

4. SUPPORT

During the Subscription Term, ServiceNow shall use reasonable efforts to resolve Defects in the Subscription Service ("***Support***").

A "***Defect***" means a problem causing the Subscription Service to not conform to the Product Overview. Customer may request Support for a Defect at the online portal https://hi.service-now.com/ or any successor site.

A Defect will be assigned a priority level as follows:

- A Priority Level 1 Defect is any Defect that causes Customer's instance(s) of the Subscription Service to be not Available (as defined below).
- A Priority Level 2 Defect is any Defect that causes a mission critical function of the Subscription Service to fail.
- A Priority Level 3 Defect is any Defect that significantly impedes work or progress.
- A Priority Level 4 Defect is any Defect that does not significantly impede work or progress.

Upon notification by Customer of a Defect, ServiceNow shall, in all instances, target an initial response (the "***Initial Response***") within the timeframes set forth in the Support Table, as measured from the time that Customer notifies ServiceNow. The initial response from ServiceNow shall include, as applicable and without limitation: (i) ServiceNow's acknowledgment or notification to Customer of such Defect, and (ii) the classification of such Defect as a Priority Level 1, 2, 3 or 4.

SUPPORT TABLE

Priority Level	Target Initial Response
1	30 minutes; at all times
2	2 hours; at all times
3	Within 1 business day
4	Varies

Support does not include: implementation services; configuration services; integration services; customization services or other custom software development; support for modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction; training or "how-to"; assistance with administrative functions; professional services; corrections of immaterial Defects or Defects that have a viable workaround; or corrections that will degrade the Subscription Service.

5. SERVICE LEVEL OBJECTIVE

5.1. DEFINITIONS.

(a) "***Available***" means that the Subscription Service can be accessed by authorized users.

(b) "***Excused Downtime***": means (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including without limitation modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays not within ServiceNow's control, and network intrusions or denial-of-service or other criminal attacks.

(c) "***Maintenance Time***" means the time the Subscription Service is not Available due to service maintenance.

(d) "***Availability Service Level Objective***" means the percentage of total time during which Customer's production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime.

5.2. AVAILABLITY. ServiceNow shall use reasonable efforts to provide an Availability Service Level Objective of 99.8% over any calendar month. There is no service credit offered for a failure to meet this Availability Service Level Objective.

SCHEDULE A

TERMS AND CONDITIONS TO
VIRTRU PRO
SUBSCRIPTION AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "**Derivative Work**" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

1.2 "**Materials**" shall mean the Virtru Pro software (including any object code, executable files, or browser plug-ins) or materials related thereto provided by Virtru to Customer hereunder, including, without limitation, any software downloaded from Virtru's website or from the Virtru Pro Services; any related materials and documentation therefor; and any modifications, error corrections, bug fixes, new releases, enhanced functionality (including platform integration features not generally available to non-commercial users of Virtru's software) or other updates thereto that may be provided hereunder by Virtru to Customer during the term of this Agreement.

1.3 "**Third Party Services**" shall mean any services used in connection with the Materials that are hosted by a party other than Virtru or Licensee.

1.4 "**Virtru Pro Services**" shall mean the Virtru hosted services made available by Virtru to Customer in connection with the Materials.

2. RIGHTS IN MATERIALS AND TO USE SERVICE

2.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Virtru (a) hereby grants to Customer a restricted, non-exclusive, nontransferable, nonsublicensable, royalty-free (except as set forth in Section 2.3), revocable right to use, during the term of this Agreement and in accordance with the documentation provided by Virtru, the Materials (the **"License"**), and (b) Virtru will make the Virtru Pro Services available to Customer pursuant to this Agreement during the term of this Agreement. Except as set forth in this Section 2.1, no other right or license of any kind is granted by Virtru to Customer hereunder with respect to the Materials or the Virtru Pro Services. Customer acknowledges and agrees that, unless otherwise agreed in writing between the parties, Customer shall be solely responsible for procuring and complying with any license or right to use any Third Party Services, including those offered by Customer's email services provider.

2.2 Restrictions. Customer shall not, without the prior written consent of Virtru: (a) copy all or any portion of the Materials or Virtru Pro Services; (b) decompile, disassemble, scrape or otherwise reverse engineer the Materials, Virtru Pro Services or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Materials or used in the Virtru Pro Services or any portion thereof; (c) modify, translate or create any Derivative Works based upon the Materials or Virtru Pro Services; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Materials, in whole or in part, to any third party or export the Materials outside the United States; (e) remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in copies of the Materials or the Virtru Pro Services; (f) perform, or release the results of, benchmark tests or other comparisons of the Materials or Virtru Pro Services with other programs or services; (g) transfer the Materials to any computer other than a computer owned by Customer and used by Customer in Customer's operations; (h) permit the Materials or Virtru Pro Services to be used for processing the data of any third party; (i) incorporate the Materials, Virtru Pro Services or any portion thereof into any other program, product or service, or use the Materials or Virtru Pro Services to provide similar services or functionality to third parties; (j) provide any third party with access to the Virtru Pro Services other than as expressly permitted herein or by the Terms of Service (as defined below); (k) use the Materials or Virtru Pro Services for any unlawful or tortious purpose; or (l) use the Materials or Virtru Pro Services for any purpose other than in accordance with the terms and conditions of this Agreement or Virtru's then-current terms of service (available at https://www.virtru.com/terms-of-service) (the "**Terms of Service**"). Customer shall ensure that all Customer end users of the Virtru Pro Service and Materials comply with

the terms and conditions of this Agreement. Customer shall be responsible for compliance with this Agreement by each Customer end user and it shall monitor and manage all Customer users in connection with this Agreement.

2.3 Fees; Payment. In consideration of the Virtru's provision of the Virtru Pro Services and Materials, Customer shall make payments to Virtru in accordance with the terms set forth on the cover page of this Agreement. Sales and use tax, VAT, or GST are Customer's sole responsibility, and Customer acknowledges and agrees that all fees are exclusive of all such taxes.

2.4 Seats; Reporting. Customer shall initially be permitted to use the Materials and Virtru Pro Services with respect to the number of seats set forth on the cover page of this Agreement (the "**Baseline Seat Count**"). Each seat shall be used by one Customer user. During the term of this Agreement, Customer will report to Virtru the total number of users of the Materials and Virtru Pro Services on an annual basis. Such report will be submitted to sales@virtru.com and shall be due thirty (30) days prior to each anniversary of the date of this Agreement (each, a "**Reporting Date**") based on the actual number of users as of the date thirty (30) days prior to such Reporting Date (each, a "**Seat Count Date**"). If the actual number of Customer users as of any Seat Count Date is higher than the Baseline Seat Count, Customer will pay the "Subscription Fee per Seat" set forth on the cover page of this Agreement (the "**Subscription Fee**") for each such additional user for any Renewal Term.

2.5 Adjustment Events. In addition to the annual reporting required under Section 2.4 above, Customer shall report to Virtru any increase of ten percent (10%) or more in the aggregate number of Customer users in excess of the Baseline Seat Count that occurs between Reporting Dates (an "**Adjustment Event**") and agrees to pay Virtru, within thirty (30) days following any such Adjustment Event, a prorated Subscription Fee for each such additional user for the remaining portion of the applicable term and for any Renewal Term.

2.6 Seat Count Audit. At any time during the term of this Agreement, Virtru shall have the right to audit Customer's usage of the Virtru Pro Services and Materials (a "**Seat Count Audit**"). If the actual number of Customer users as of the date of any Seat Count Audit is higher than the Baseline Seat Count, Customer will pay the "Subscription Fee per Seat" set forth on the cover page of this Agreement for the remaining portion of the applicable term and for any Renewal Term.

3. SUPPORT

Virtru will provide support to Customer and its end users through Virtru's generally available online ticketing and support system. Except as expressly provided in Schedule B, which is incorporated herein by reference, in this Section 3 or as may otherwise be provided under a written support agreement entered into by Virtru and Customer, Virtru is under no obligation to support the Materials or Virtru Pro Services in any way, nor to provide any modification, error correction, bug fix, new release or other update (each an "**Update**") to or for the Materials or Virtru Pro Service. In the event Virtru, in its sole discretion, supplies or makes available any Update to Customer, such Update shall be deemed to be part of the Materials or Virtru Pro Services (as applicable) hereunder and shall be subject to the terms and conditions of this Agreement.

4. PROPRIETARY RIGHTS

4.1 General. As between Virtru and Customer, Virtru retains all right, title and interest, including, without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Materials, Virtru Pro Services and any portion thereof, including, without limitation, any copy or Derivative Work of the Materials, Virtru Pro Services or any portion thereof and any Update thereto. Customer agrees to take any action reasonably requested by Virtru to evidence, maintain, enforce or defend the foregoing. Customer shall not take any action to jeopardize, limit or interfere in any manner with Virtru's ownership of and rights with respect to the Materials, Virtru Pro Services or any Derivative Work or Update. Customer shall have only those rights in or to the Materials, Virtru Pro Services and any Derivative Work or Update granted to it pursuant to this Agreement.

4.2 Feedback. Customer and its authorized users may provide suggestions, requests, recommendations and other feedback concerning Customer's use of the Materials and Virtru Pro Services (including, without limitation, any errors or difficulties discovered with respect thereto) (the "**Feedback**"). Customer agrees that all Feedback shall be the sole

property of Virtru and Virtru may use such Feedback at its discretion without the consent of Customer.

5. PROPRIETARY INFORMATION

5.1 Proprietary Information. Both parties acknowledge that, in the course of this Agreement each may obtain confidential or proprietary information of the other party ("**Proprietary Information**"). "Proprietary Information" will include, without limitation, (a) the existence of and terms of this Agreement, (b) trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs (whether in source code or object code form), ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, documentation, design and functional specifications, product requirements, problem reports, performance information, software documents, hardware, devices, designs, drawings, unpublished patent applications, data, plans, strategies and forecasts, and (c) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information. Virtru's "Proprietary Information" will include, without limitation, the Materials (including all Derivative Works and Updates) and all confidential information related thereto provided by Virtru to Customer in connection with this Agreement. Virtru's Proprietary Information shall, as between Customer and Virtru, belong solely to Virtru, and Customer's Proprietary Information shall, as between Customer and Virtru, belong solely to Customer.

5.2 Use and Disclosure Restrictions. Each party agrees (a) to protect the other party's Proprietary Information from unauthorized dissemination and use; (b) to use the other party's Proprietary Information only for the performance of this Agreement and the exercise of any rights under this Agreement; (c) not to disclose any Proprietary Information, or any part or parts thereof, to any of its employees, agents, contractors or any other individuals except to its employees who are under confidentiality obligations no less restrictive than the requirements of this Section 5; (d) with respect to Customer, not to disclose or otherwise provide to any third party, without the prior written consent of Virtru or as otherwise set forth in a separate written agreement between the parties hereto entered into after the date hereof, as applicable, any of Virtru's Proprietary Information, materials or any data or other information produced, obtained or created by Customer in connection with Customer's use of the Materials, including, without limitation, the existence of this Agreement and the existence and possible applications of the Materials; (e) to undertake whatever action is necessary (or authorize the other party to do so in the name of such party) to prevent or remedy any breach of such party's confidentiality obligations herein set forth or any other unauthorized disclosure of any Proprietary Information by its current or former employees, agents or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Proprietary Information provided to such party by the other party.

5.3 Exclusions. The foregoing restrictions on disclosure and use shall not apply with respect to any Proprietary Information that: (a) is or becomes publicly known through no act or omission of the other party; (b) was rightfully known by the receiving party without confidential or proprietary restriction before receipt from the other party, as evidenced by the receiving party's contemporaneous written records; (c) becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party that does not owe a duty of confidentiality with respect to such Proprietary Information; or (d) is independently developed without the use of the Proprietary Information as evidenced by the receiving party's written records. In addition, a party may use or disclose Proprietary Information to the extent (i) approved in writing by the other party and (ii) a party is legally compelled to disclose such Proprietary Information, provided, however, that prior to any such compelled disclosure, such party shall cooperate fully with the other party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Proprietary Information. Further, each party may disclose the terms and conditions of this Agreement: (A) in confidence, to legal counsel; (B) in confidence, to accountants, banks, and financing sources and their advisors; and (C) in connection with the enforcement of this Agreement or any rights hereunder.

5.4 Equitable Relief. Each party agrees that, due to the unique nature of the other party's Proprietary Information, the unauthorized disclosure or use of the other party's Proprietary Information or any other breach of any provision of this Section 5 will cause irreparable harm and significant injury to the other party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, each party agrees that the other party, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 6 without the necessity of posting any bond or other security. Each party shall notify the other party in writing immediately upon becoming aware of any such breach or threatened breach.

6. NO WARRANTY

THE MATERIALS AND VIRTRU PRO SERVICES ARE PROVIDED "AS IS" AND VIRTRU DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, RELATING TO THE MATERIALS AND VIRTRU PRO SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. VIRTRU DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION INCLUDED IN, TRANSMITTED THROUGH OR MADE AVAILABLE BY THE MATERIALS OR VIRTRU PRO SERVICES, WHICH MAY INCLUDE INACCURACIES OR ERRORS. VIRTRU DOES NOT GUARANTEE THAT THE MATERIALS OR VIRTRU PRO SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT BUGS OR MALFUNCTIONS WILL BE CORRECTED OR THAT THE MATERIALS, VIRTRU PRO SERVICES OR VIRTRU'S SERVERS ARE FREE OF HARMFUL COMPONENTS. VIRTRU DOES NOT GUARANTEE THAT THE MATERIALS OR VIRTRU PRO SERVICES ARE ACCURATE, WITHOUT ERROR OR RELIABLE.

7. VIRTRU'S ENTIRE LIABILITY

TO THE EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (a) IN NO EVENT SHALL VIRTRU OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INADVERTENT DISCLOSURE OF DATA, OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, EVEN IF VIRTRU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, AND (b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, VIRTRU'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), IF ANY, SHALL NOT EXCEED ONE THOUSAND DOLLARS (US$1,000).

8. INDEMNIFICATION

Customer shall defend, indemnify and hold Virtru harmless against any loss, liability, damage or cost (including reasonable attorneys' fees) in connection with claims, actions, demands, suits, or proceedings made or brought against Virtru by a third party alleging (a) that any modification or addition to the Materials or Virtru Pro Services made by or for Customer (other than by Virtru) infringes a copyright, mask work right, trade secret, trademark right or patent of the third party; (b) in combination with any other product or service not provided, specified or recommended in writing by Virtru for use with the Materials or Virtru Pro Services; or (b) with respect to the development, manufacture, marketing, sales, distribution or use of any of the Materials or Virtru Pro Services, including, without limitation, a product liability claim or a claim for breach of any warranty or support obligations. In connection with a claim under this Section 9, Virtru shall: (i) provide Customer with prompt notice of the claim; (ii) permit Customer to control the defense and any settlement of the claim (provided that Customer may not settle any claim unless such settlement unconditionally releases Virtru of all liability in connection with such claim); and (iii) provide cooperation as reasonably requested by Customer (at Customer's expense).

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to the terms hereof, shall continue in full force and effect for one (1) year (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**"), unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The automatic renewal of this Agreement will be for the Baseline Seat Count, as adjusted pursuant to Sections 2.4, 2.5 and/or 2.6, on the same payment terms as set forth on the cover page of this Agreement.

9.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party fails to perform any of its duties or obligations hereunder and, except with respect to Customer's breach of Section 2.1 or 2.2, which breach shall not be subject to any cure period, fails to cure such default within thirty (30) days following receipt of written notice from the non-defaulting party specifying the occurrence or existence of the default. Customer shall notify Virtru within twenty-four (24) hours of Customer becoming aware of any breach (other than by Virtru) of the terms and conditions of this Agreement, including, without limitation, Sections 2 and 5.

9.3 Effect of Termination. Upon the expiration or termination of this Agreement, the rights granted to Customer hereunder shall terminate, Customer will cease all use of the Materials, return to Virtru or destroy the Materials in its possession, and, upon Virtru's request, so certify such actions to Virtru. Any costs

incurred in returning or destroying the Materials upon termination shall be borne by Customer. The provisions of Sections 2.2, 4.2, 5, 6, 7, 8, 9.3, and 10 shall survive the expiration or any termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

10. GENERAL PROVISIONS

10.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth on the cover page of this Agreement and to the notice of the person executing this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 10.1).

10.2 Assignment. This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by Customer without the prior written consent of Virtru. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall bind, and inure to the benefit of, their respective assignees and successors and is binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section 10.2 shall be null and void.

10.3 Governing Law, Jurisdiction and Venue. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia (but expressly excluding the Uniform Computer Information Transactions Act ("**UCITA**") as enacted in Virginia) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia (excluding UCITA) to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Eastern District of Virginia or in state courts with jurisdiction over Fairfax County**,** Virginia, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

10.4 Attorneys' Fees. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorneys' fees paid or incurred in good faith.

10.5 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.6 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.7 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors.

10.8 Restricted Rights. If Customer is an agency or instrumentality of the United States Government, the Materials are "commercial computer software" and "commercial computer software documentation," and, pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use reproduction and disclosure of the Materials are governed by the terms of this Agreement.

10.9 Reference. Customer agrees to serve as a "reference customer" that may be disclosed by Virtru to third parties (including by displaying Customer's name, logo and/or a link to Customer's web site on Virtru's web site) and, upon reasonable notice from Virtru, shall serve as a reference to potential customers, vendors, investors, or other third parties designated by Virtru; provided, however, that Virtru shall provide Customer with reasonable prior notice of its need to have Customer serve as a reference.

10.10 Entire Agreement. This Agreement, any Schedules and any Exhibits attached hereto and incorporated herein by reference, and the Terms of Service constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of each of Virtru and Customer.

10.11 Counterparts and Electronic Signatures. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered electronically or by facsimile transmission, and the parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals.

SCHEDULE B

MAINTENANCE AND SUPPORT SERVICES SCHEDULE

1. DEFINITIONS

For purposes of this Schedule, the following term shall have the following meaning:

(a) "**Support Services**" means the delivery of front-end support to Customer's end users by telephone, email or other methods and the training of Customer's end users, in each case relating to the use of the Materials and Virtru Pro Services.

2. SUPPORT SERVICES.

Virtru will be responsible for providing Customer's end users with Support Services. Virtru will not be required to provide the Support Services if Customer has failed to pay any amount payable to Virtru under this Agreement and such amount is more than thirty (30) days overdue.

3. UPDATES.

Virtru will provide Customer with one copy of each Update made generally available by Virtru to its customers that pay for customer support and maintenance during the term of this Agreement.

4. SUPPORT HOURS.

Virtru will provide the Support Services during Virtru's normal business hours, Monday to Friday, except holidays. Virtru will respond to Customer support inquiries or requests within one business day.

vCloud Air (U.S. and Japan Data Centers)

TERMS OF SERVICE

Last updated: November 5, 2014

VMware vCloud Air is an infrastructure as a service offering. By accessing any service offered through VMware vCloud Air (the " **Service Offering**") you agree to be bound by these terms of service between you and VMware (" **Agreement**"). If you do not agree to this Agreement, you must not access the Service Offering. An individual accepting this Agreement on behalf of an organization represents and warrants having legal authority to bind that organization. " **You**" means the entity accepting this Agreement. " **VMware**," " **we**," or " **us**" means VMware, Inc., a Delaware corporation, to the extent that you are purchasing the Service Offering in the United States, VMware vCloud Service G.K., a company organized and existing under the laws of Japan, to the extent that you are purchasing the Service Offering in Japan, and VMware International Limited, a company organized and existing under the laws of Ireland, to the extent that you are purchasing the Service Offering elsewhere. Capitalized terms used in this Agreement are defined throughout this Agreement and in Section 14.

EVALUATION PROGRAM USE. When you access the Service Offering under a VMware evaluation program, you may use the Service Offering only for non-production computing activity. Notwithstanding any other provision in this Agreement, under a VMware evaluation program, we provide the Service Offering "AS-IS" without indemnification, support or warranty of any kind, expressed or implied, and we will not be liable for any damages. Upon termination of the evaluation, you will no longer have access to the Service Offering and Your Content.

1. The Service Offering.

1.1 Generally. This Agreement governs your access and use of the Service Offering. We may deliver the Service Offering to you with the assistance of our affiliates, licensors and providers. Service Level Agreements may apply to the Service Offering. You will comply with all laws, rules and regulations applicable to your use of the Service Offering, and with the Third Party Terms, the Service Description, the Privacy Addendum, and the Support Policy, all of which are incorporated herein by reference.

1.2 Access to the Service Offering. You may access and use the Service Offering solely for your own benefit and only in accordance with this Agreement. To access the Service Offering, you must register for the Service Offering and set up an authorized account with Login Credentials. You may monitor and manage your Service Offering account via the My VMware Portal available at www.vmware.com/accounts and through the Service Offering Portal available at http://vcloud.vmware.com. You must keep confidential your Login Credentials. If you set up an authorized account for an organization, you will require that all authorized users of that account (including anyone providing services to you) keep confidential their Login Credentials. You will keep your registration information accurate, complete and current as long as you use the Service Offering. You are responsible for any use that occurs under your Login Credentials, including any activities by you, or your employees, contractors or agents. If you believe an unauthorized user has gained access to your Login Credentials, you will notify us as soon as possible. Neither we nor our affiliates are responsible for any unauthorized access to or use of your account.

1.3 Verifying; Cooperation. We have the right to verify your compliance with this Agreement. If we

seek to verify that compliance, you will provide information or other materials reasonably requested by us to assist the verification. We monitor the overall performance and stability of the infrastructure of the Service Offering. You may not block or interfere with that monitoring. If we reasonably believe a problem with the Service Offering may be attributable to Your Content or your use of the Service Offering, you will cooperate with us to identify and resolve the source of that problem.

1.4 Additional Terms; Third Party Content. As part of your use of the Service Offering, you may receive access to additional data, content, software or applications subject to separate terms. If so, those separate terms will prevail over this Agreement as to your use of that data, content, software or applications. Third Party Content is available "AS IS" without indemnification or support, and we disclaim all express and implied warranties (including warranties of merchantability, fitness for a particular purpose, and non-infringement). You are responsible for reviewing, accepting, and complying with any third party terms of use or other restrictions applicable to the Third Party Content. Those terms will be available to you through a notification within the Service Offering or in a document available at https://www.vmware.com/files/pdf/support/vmware-vcloud-air-third-party-terms.pdf. It is your responsibility to check the Third Party Terms, which may be modified from time to time. We may provide billing and related services associated with the Third Party Content. We will not provide any support for the Third Party Content unless otherwise noted in the Third Party Terms. We reserve the right to suspend or terminate the Third Party Content at any time, but we will use commercially reasonable efforts to provide reasonable notice of that suspension or termination.

1.5 Early Evaluation/Beta Features. We may identify and make available on an early evaluation or beta basis certain features or functionality within the Service Offering. You must use these features or functionality only for evaluation purposes and for the period that we specify. We provide these features and functions "AS-IS," without indemnification or support and disclaim all express and implied warranties (including warranties of merchantability, fitness for a particular purpose, and non-infringement). Any early evaluation or beta features or functionality do not constitute an implied commitment to offer to you or anyone these features and functionality as part of the Service Offering on a generally available basis.

1.6 Open Source Software. You may receive open source software when you use the Service Offering and any open source software distributed to you is made available under the applicable open source license, which can be found at: http://www.vmware.com/download/open_source.html. You may obtain a copy of these licenses and any source code (and modifications) that we are required to make available under these licenses (the " **Source Files**") at http://www.vmware.com/download/open_source.html or by sending a written request, with your name and address to: VMware, Inc., 3401 Hillview Avenue, Palo Alto, CA 94304, United States of America. All written requests must clearly specify: Open Source Files Request, Attention: General Counsel. This offer to obtain a copy of the Source Files is valid for three years from the date you last received open source software as part of the Service Offering or last accessed the Service Offering.

2. Data Protection and Security.

2.1 Data Protection. We will process personal data contained in Your Content as set forth in the Privacy Addendum.

2.2 Your Content and Security. You are solely responsible for Your Content. You are responsible for protecting the security of Your Content, including any access you might provide to Your Content by your employees, customers or other third parties, and in transit to and from the Service Offering. The Service Offering provides you with certain software and functionality to help you protect Your Content from unauthorized access. You will take and maintain appropriate security, protection and backup of Your Content, which might include the use of encryption technology to protect Your Content from unauthorized access. You are responsible for providing any necessary notices to your

users and obtaining any legally-required consents from your users concerning their use of the Service Offering. You are solely responsible for complying with any laws or regulations that might apply to Your Content. You are responsible for any losses or other consequences arising from your failure to encrypt or back up Your Content.

3. Acceptable Use.

3.1 General Restrictions. You and those accessing the Service Offering through you may not: (a) resell or sublicense the Service Offering; or (b) use or access the Service Offering: (i) in a way prohibited by law, regulation, governmental order or decree; (ii) to violate any rights of others; (iii) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service Offering or any other service, device, data, account or network; (iv) to spam or distribute malware; (v) in a way that could harm the Service Offering or impair anyone else's use of it; (vi) in a way intended to work around the Service Offering's technical limitations, recurring fees or usage limits; or (vii) in any application or situation where failure of the Service Offering could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage. You must ensure that your users comply with the terms of this Agreement, and you agree that if you become aware of any violation by one of your users, you will terminate that user's access to Your Content immediately. If we have reason to believe that you or your users have breached this Agreement, we or our designated representative may review your use of the Service Offering, including your account, Your Content, and your records, to verify your compliance with this Agreement.

3.2 Content Restrictions. You will take steps to ensure that those accessing any service you provide with the Service Offering do not post content that: (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to anyone; (b) may create a risk of any other loss or damage to any person or property; (c) may constitute or contribute to a crime or tort; (d) contains any information or content that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; or (e) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. You are solely responsible for any software, product or service that a third party licenses, sells or makes available to you that you install or use with the Service Offering. Your use of that software, product or service is governed by separate terms between you and that third party. We are not a party to and are not bound by any of those separate terms. You represent and warrant that Your Content does not and will not violate any third-party rights, including any Intellectual Property Rights, and rights of publicity and privacy. You will ensure that your use of the Service Offering complies at all times with your privacy policies and all applicable laws and regulations, including any encryption requirements.

3.3 Violations of Acceptable Use. If you become aware that any of Your Content or your user's use of Your Content violates Section 3.1 or 3.2, you will take immediate action to remove the applicable part of Your Content or suspend the end user's access. If you fail to do so, we may ask you to do so. If you fail to comply with our request within twenty-four hours, we may suspend your account or disable access to Your Content until you comply with our request.

3.4 Notification of Infringement Concerns. If you believe that your copyrighted work has been copied and is accessible on our Service Offering in a way that constitutes copyright infringement, please send a notice to us as further detailed in Section 8 of the Community Terms of Use available at http://www.vmware.com/community_terms.html.

4. IP Ownership.

4.1 Ownership of Service Offering. We and our licensors own and retain all right, title and interest in and to the Service Offering and any related VMware Software, including all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein. This includes any information that we collect and analyze in connection with the Service Offering, such as usage patterns, user feedback and other information to improve and evolve our software products and services offerings. Your rights to use the Service Offering are limited to those expressly granted in this Agreement. No other rights with respect to the Service Offering, any related VMware Software, or any related Intellectual Property Rights are implied.

4.2 Ownership of Your Content. You and your authorized users retain all right, title and interest in and to Your Content and all Intellectual Property Rights therein. Our rights to access and use Your Content are limited to those expressly granted in this Agreement. No other rights with respect to Your Content or any related Intellectual Property Rights are implied.

4.3. Feedback. We will be free to use for any purpose any feedback (such as comments or suggestions) that you provide to us regarding the Service Offering. You hereby grant to us a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, perform, display, disclose, distribute, modify, prepare derivative works of and otherwise exploit the feedback without restriction in any manner now known or in the future conceived and to make, use, sell, offer to sell, import and export any product or service that incorporates the feedback.

5. Order, Delivery, Payment, and Taxes.

5.1 Generally. Sections 5.3 (Direct Orders), 5.4 (Delivery), 5.5 (Invoicing and Payment Terms) and 5.6 (Taxes) apply only to orders you place directly with, and the Service Offering you purchase directly from, VMware. When ordering through, or purchasing the Service Offering from, a VMware authorized reseller, the authorized reseller might specify similar terms.

5.2 Orders. All Orders issued to VMware are subject to the terms of this Agreement and are not binding until accepted by VMware. We are not required to provide any Service Offering to you until you provide all information we require for processing your Order.

5.3 Direct Orders. For orders placed directly with VMware, you must issue a purchase order to VMware for the initial Service Offering order, but a purchase order is not required for the monthly billings that occur after the initial Order billing. For subsequent billings, all fees (including subscription renewals, metered usage components, and other add-ons) will be paid in accordance with this Agreement. Your Order will be deemed accepted when we authorize the purchased Service Offering for your Login Credentials.

5.4 Delivery. When VMware accepts your Order for the Service Offering, we will deliver the corresponding Login Credentials to you by email to the address associated with your account. If VMware ships a physical object in connection with an add-on feature of the Service Offering, shipping and delivery terms are Ex Works VMware's regional fulfillment facility (INCOTERMS 2010).

5.5 Invoicing and Payment Terms. You will pay all fees for use of the Service Offering in the amount and currency specified in your invoice, within 30 days after the date of the invoice, and regardless of your usage level during a billing period. You will also be responsible for all additional fees for any subscription renewals and metered usage components consumed, and other subscriptions, features, products, services or add-ons that you purchase within the Service Offering. You will be billed in advance for the monthly or prepaid charges due to the subscription services purchased. Any metered usage components and any initial monthly fees will be billed in arrears. The applicable fees for subscriptions (including renewals), features and other available products and

services will be governed by the then-current applicable price list at the time the initial, renewal, or add-on order is submitted, or as otherwise agreed. We may increase or add new fees for the Service Offering by notifying you at least 30 days in advance.

5.6 Taxes. Service Offering fees are exclusive of taxes, and you shall pay or reimburse for all taxes arising out of transactions contemplated by this Agreement. If you are required to pay or withhold any tax for payments due under this Agreement, you shall gross your payments to us so we receive sums due in full and free of any deductions. You will provide documentation to us showing that taxes have been paid to the relevant taxing authority. " **Taxes**" means any sales, VAT, use, gross receipts, business and occupation, and other taxes (other than taxes on our income), export and import fees, customs duties and similar charges imposed by any government or other authority. You hereby confirm that we can rely on the name and address you provide to us when you agree to the Service Offering or in connection with your payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where you have established your business.

6. Temporary Suspension.

6.1 Generally. Upon prior written notice to you, we may suspend your use of the Service Offering if we reasonably determine: (a) payment for the Service Offering is not received within 30 days from the date on which payment is due; (b) you or your use of the Service Offering is in breach of this Agreement; (c) you fail to address our request to take action as specified in Section 3.3; (d) your use of the Service Offering poses a security risk to the Service Offering or other users of the Service Offering; or (e) suspension is required pursuant to our receipt of a subpoena, court order, or other request by a law enforcement agency.

6.2 Effect of Suspension. You will remain responsible for all fees incurred before or during the suspension. You will not be entitled to any service credits under the Service Level Agreement that you might have otherwise accrued during the period of suspension.

7. Term and Termination.

7.1 Term of Agreement. This Agreement will be in effect through the Subscription Term, plus any renewals, unless terminated earlier as permitted under this Agreement or the Service Description. Upon the completion of the Subscription Term, the subscription will automatically renew as specified in the Service Description, unless terminated as permitted under the Service Description.

7.2 Termination for Cause. We may terminate this Agreement effective immediately upon sending you an email notice if: (a) you breach any provision in Sections 3.1 or 3.2; (b) you do not resolve the underlying cause resulting in a suspension of your account pursuant to Section 6.1 (other than suspension due to a subpoena, court order, or other request by a law enforcement agency) within 10 days after your account is suspended; or (c) you commit a material breach that cannot be cured.

7.3 Termination for Insolvency. We may terminate this Agreement effective immediately upon sending you an email notice if you: (a) terminate or suspend your business; (b) become insolvent, admit in writing your inability to pay your debts as they mature, make an assignment for the benefit of creditors; or (c) become subject to control of a trustee, receiver or similar authority or any bankruptcy or insolvency proceeding.

7.4 Effect of Termination. Upon the termination of this Agreement for any reason: (a) all rights granted to you under this Agreement, including your ability to access the Service Offering, will immediately terminate; and (b) you must promptly discontinue all use of the Service Offering and delete or destroy any of our Confidential Information. We will retain Your Content for a period of 30

days following the effective date of the termination, although you will cease to have access to the Service Offering or Your Content during this period. After the 30 days, Your Content will be deleted. Sections 1.6 (Open Source Software), 3 (Acceptable Use) 4 (IP Ownership), 5 (Order, Delivery, Payment and Taxes), 7 (Term and Termination), 9 (Disclaimer), 11 (Limitation of Liability), 12 (Confidential Information), 13 (General), and 14 (Definitions), will survive the termination of this Agreement. Termination of the Service Offering (except to the extent that the termination is permitted under Section 13.3 of this Agreement or Section 3.6 of the Service Description) will not entitle you to any refunds, credits, or exchanges, and you will be liable for all monthly billing fees for the remainder of the Subscription Term after termination, as well as all usage and other fees incurred up to the termination date.

8. Support and Subscription Services. When applicable, and subject to the terms of this Agreement, we will provide to you support for the Service Offering in accordance with the terms specified in the Support Policy. We will not provide support to any end users of Your Content.

9. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SERVICE OFFERING OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THIS AGREEMENT. WE AND OUR LICENSORS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS, OR THAT THE SERVICE OFFERING WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

10. Indemnification.

10.1 Indemnification by Customer. You will defend and indemnify us against any third party claim arising from or relating to: (a) Your Content; (b) any infringement or misappropriation of any Intellectual Property Rights by you, your customers, your end users or your suppliers; (c) violation of law by you; (d) your use of the Service Offering (including any activities under your account and any use by your employees, personnel or end users) in violation of this Agreement, or (e) your use of any Third Party Content. We will (a) provide you with notice of the claim within a reasonable period of time after learning of the claim; and (b) reasonably cooperate in response to your requests for assistance. You may not settle or compromise any indemnified claim without our prior written consent.

10.2 Defense and Indemnification. Subject to the remainder of this Section 10, we will defend you against an Infringement Claim and indemnify you from the resulting costs and damages finally awarded against you to that third party by a court of competent jurisdiction or agreed to in settlement. You will (a) provide us with notice of any Infringement Claim within a reasonable period of time after learning of it; (b) allow us sole control over the claim's defense and settlement; and (c) reasonably cooperate in response to our requests for assistance. You may not settle or compromise any Infringement Claim without our prior written consent.

10.3 Remedies. If the Service Offering becomes, or in our opinion is likely to become, the subject of an Infringement Claim, we will at our option and expense either: (a) procure the rights necessary for you to keep using the Service Offering; (b) modify or replace the Service Offering to make it non-infringing; or (c) terminate this Agreement and refund any pre-paid fees for the Service Offering pro-rated for its remaining Subscription Term.

10.4 Exclusions. We will have no obligation under this Section 10 or otherwise with respect to any

claim based on: (a) a combination of VMware Software with non-VMware products or content, including Your Content; (b) use of the Service Offering for a purpose or in a manner not specified in this Agreement or the Service Description; (c) any modification to the Service Offering made without our express written approval; or (d) any Service Offering provided on a no charge basis. This Section 10 states your exclusive remedy for any infringement actions or claims.

11. Limitation of Liability.

11.1 Generally. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERING, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. IN ADDITION, OUR AND OUR LICENSORS' AND SERVICE PROVIDERS' LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE GREATER OF: (A) THE AGGREGATE FEES PAID OR PAYABLE TO US FOR YOUR ACCESS TO AND USE OF THE SERVICE OFFERING IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM, OR (B) $5,000 USD (OR THE EQUIVALENT IN LOCAL CURRENCY). REGARDLESS OF WHETHER WE OR OUR LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY IN THIS SECTION 11.1 WILL NOT APPLY TO (A) VMWARE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR (B) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY APPLICABLE LAW.

11.2 Further Limitations. Our licensors and service providers will have no liability of any kind under this Agreement. You may not bring a claim under this Agreement more than eighteen (18) months after the cause of action arises.

12. Confidential Information.

12.1 Protection. A party may use Confidential Information of the other party solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted under this Agreement. Each party will disclose the Confidential Information of the other party only to the employees, service providers or contractors of the recipient party who have a need to know the Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than each party's duty hereunder. Each party will use reasonable care to protect the confidentiality of the other party's Confidential Information.

12.2 Exceptions. The recipient's obligations under Section 12.1 with respect to any Confidential Information will terminate if the recipient can show by written records that the information: (a) was already known to the recipient at the time of disclosure by the other party; (b) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (c) is, or through no fault of the recipient has become, generally available to the public; or (d) was independently developed by the recipient without access to, or use of, discloser's Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law or regulation. The recipient will provide the other party notice, when practicable, and will take reasonable steps to contest and limit the scope of any required disclosure.

13. General.

13.1 Assignment. You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. Any attempted assignment or transfer without that consent will be void. Subject to these limits, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

13.2 Notices. Any notice delivered by us to you under this Agreement will be delivered by email to the email address associated with your account or by posting on either the Service Offering Portal or the My VMware Portal, except as otherwise set forth in this Agreement. Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America, Attention: Legal Department.

13.3 Modifications. We may change periodically the Service Offering, the terms of your access to the Service Offering, this Agreement, the Service Description, the Privacy Addendum, the Third Party Terms, the Service Level Agreement, or the Support Policy. It is your responsibility to regularly check the Service Offering console and the My VMware portal for updates. We will notify you of any material, detrimental change to this Agreement, the Service Description, the Privacy Addendum, the Service Level Agreement, or the Support Policy. The modified Agreement, Service Description, Privacy Addendum, Service Level Agreement, or Support Policy, as applicable, will become effective as of the date stated in that notification. If we make a material, detrimental change to the Service Offering (other than the termination or modification of any beta feature or functionality), this Agreement, the Service Description, the Privacy Addendum, the Service Level Agreement, or the Support Policy, then you may terminate this Agreement within 30 days of the change to the Service Offering or within 30 days of the notification. In that event, the termination will be effective as of the date we receive your notification, unless you state an effective date in your notification that is within 45 days after we receive your notification. In the event of that termination, we will refund any prepaid fees, pro-rated for the remainder of your Subscription Term, and less any discounts that would then not be earned. Your continued use of the Service Offering after the effective date of any modification to the Agreement, the Service Description, the Privacy Addendum, the Third Party Terms, the Service Level Agreement, or the Support Policy will be deemed acceptance of the modified terms, as applicable.

13.4 Waiver. The waiver of a breach of any provision of this Agreement will not constitute a waiver of any other provision or any later breach.

13.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in force.

13.6 Compliance with Laws; Export Control. Each party will comply with all laws applicable to the actions contemplated by this Agreement. You acknowledge that the Service Offering is of United States origin, is provided subject to the U.S. Export Administration Regulations (including "deemed export" and "deemed re-export" regulations), and may be subject to the export control laws of the applicable territory. You represent and warrant that (a) you are not, and are not acting on behalf of, (1) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; (b) you will not permit the Service Offering to be used for any purposes prohibited by law, including any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons; (c) Your Content will not be classified or listed on the United States Munitions list, contain defense articles, defense services or contain ITAR-related data; (d) Your Content will not require an export license and is not restricted from export to any VMware global resource or personnel under applicable export control laws; and (e) you are not subject, either directly or indirectly, to any order

issued by any agency of the United States government, revoking or denying, in whole or in part, your United States export privileges. You will notify VMware immediately if you become subject to any such order.

13.7 Government Regulations. For purposes of sales to government entities in the U.S.: The Service Offering and its documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Paragraph 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Service Offering and documentation by or on behalf of the U.S. Government will be governed solely by the terms and conditions of this Agreement.

13.8 Force Majeure. We will not be liable for any delay or failure to perform any obligations under this Agreement due to any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war.

13.9 Construction. The headings of sections of this Agreement are for convenience and are not for use in interpreting this Agreement. As used in this Agreement, the word 'including' means "including but not limited to."

13.10 Governing Law. This Agreement is governed by the laws of the State of California, United States of America (excluding its conflict of law rules), except as follows: To the extent that you choose a Japan data center Service Offering, then this Agreement is governed by the laws of Japan (excluding its conflict of law rules). The United Nations Convention for the International Sale of Goods does not apply.

13.11 Third Party Rights. Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it, and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

13.12 Order of Precedence. The terms of this Agreement will supersede and control over any conflicting or additional terms and conditions of any other purchasing related document issued by you.

13.13 Entire Agreement. This Agreement, as may be revised by us, is the entire agreement of the parties regarding its subject matter. This Agreement supersedes all prior or contemporaneous communications, understandings and agreements, whether written or oral, between the parties regarding its subject matter.

14. Definitions.

14.1 "Confidential Information" means non-public technical, business or other information or materials disclosed or otherwise made available by one party that are in tangible form and labeled "confidential" or the like, or, information which is provided under circumstances reasonably indicating their confidentiality. Our Confidential Information includes: (1) Login Credentials; and (2) any information or materials relating to the Service Offering.

14.2 "Infringement Claim" means any third party claim that any VMware Software used to provide the Service Offering infringes any patent, trademark or copyright of the third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of your actions) under the laws of: (a) the United States; (b) Canada; (c) the European Economic Area; (d) Australia; (e) New Zealand; (f) Japan; or (g) the People's Republic of China, to the extent that those

countries are part of your places of use of the Service Offering.

14.3 "Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, and moral rights, whether registered or unregistered.

14.4 "Login Credentials"mean any passwords, authentication keys or security credentials that enable your access to and management of the Service Offering.

14.5 "Order" means the internet order page, order document, purchase order, or purchase agreement issued to VMware that specifies your purchase of the Service Offering.

14.6 "Privacy Addendum" means the then-current version of the Service Offering Data Privacy Addendum document available at http://vcloud.vmware.com/legal, which we may modify from time to time.

14.7 "Service Description" means the then-current Service Offering Service Description document available at https://www.vmware.com/files/pdf/vcloud-air/vcloud-air-Service-Description.pdf, which contains technical and other information and which we may modify from time to time.

14.8 "Service Level Agreement" means the then-current Service Level Agreement document available at https://www.vmware.com/support/vcloud-air/sla.html, which we may modify from time to time.

14.9 "Subscription Term" means the time period of your access to the Service Offering, as specified by your Order.

14.10 "Support Policy" means the then-current version of the Service Offering Support Policy document available at http://www.vmware.com/support/services/iaas-production.html, which we may modify from time to time.

14.11 "Third Party Content" means third party data, service, content, software or applications, including open source software.

14.12 "Third Party Terms" means the then-current version of the third party license terms applicable to the Service Offering that are available at https://www.vmware.com/files/pdf/support/vmware-vcloud-air-third-party-terms.pdf, which we may modify from time to time.

14.14 "VMware Software" means the software programs listed in our commercial price list.

14.15 "Your Content" means any and all applications, files, information, data or other content uploaded to or published or displayed through the Service Offering by you, your users, us (acting upon your instructions as part of a service), or any third party users who access any service you provide with the Service Offering.

Attachment “C”

Certificate of Insurance

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 18, 2025

Knox County
1000 N CENTRAL ST STE 1000
KNOXVILLE TN 37917

Account Information:

Policy Holder Details :	**CARAHSOFT TECHNOLOGY CORP**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
AUTO DATA PROCESSING INS AGCYINC 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	PHONE (A/C, No, Ext): (800) 524-7024	FAX (A/C, No): (800) 524-4013
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Fire and Its P&C Affiliates	00914
INSURED CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON VA 20190-5230	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB **EXCESS LIAB** OCCUR / CLAIMS-MADE						EACH OCCURRENCE	
							AGGREGATE	
	DED / RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/ A		76 WEG ZJ6798	04/19/2025	04/19/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Knox County
1000 N CENTRAL ST STE 1000
KNOXVILLE TN 37917

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1751 Pinnacle Drive, Suite 1800 McLean VA 22102	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 800-274-0268 **FAX (A/C, No):** **E-MAIL ADDRESS:** macertificates@marshmma.com
INSURED CARAHTECHN Carahsoft Technology Corp. FedResults, Inc. 11493 Sunset Hills Road Suite 100 Reston VA 20190	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Cincinnati Insurance Company — 10677 **INSURER B :** Endurance Assurance Corporation — 11551 **INSURER C :** National Union Fire Ins Co PittsburghPA — 19445 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 398297939 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			EBA0651059	4/19/2025	4/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B C	Tech Prof & Cyber Liab Crime			NRO30043701401 012177592	4/19/2025 4/19/2025	4/19/2026 4/19/2026	$10,000,000 Limit $5,000,000 Limit	$1,000,000 Ded $50,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Knox County
1000 N. Central Street
Suite 1000
Knoxville TN 37917

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment “D”

Quote

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH

TO:	Freddie Cox Chief Technology Officer Knox County Schools 912 S Gay St Ste L400 Knoxville, TN 37902 USA	**FROM:**	Willson Baxley Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston Virginia 20190
EMAIL:	freddie.cox@knoxschools.org	**EMAIL:**	Willson.Baxley@carahsoft.com
PHONE:		**PHONE:**	(571) 662-3839 **FAX:** (703) 871-8505

TERMS: Master Agreement Number: AR2472 - Carahsoft's NASPO TN Cloud Solutions Contract (#2472)
State PA Number: 67955
Contract Term: 09/01/2020 to 09/15/2026
Shipping Point: FOB Destination Credit
Cards: VISA/MasterCard/AMEX Remit
To: Same as Above
Sales Tax May Apply

QUOTE NO:	51646883
QUOTE DATE:	06/06/2026
QUOTE EXPIRES:	07/31/2028
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$995,767.20
TOTAL QUOTE:	$995,767.20

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1					
1	IN-K12WC-LS360SUBS-491	Whole Child Analytics (Large Districts, 50,000 students or more; Annual Subscription per student) ***Subscription to be provided to Knox County Schools for FY25-26. Innive Inc - IN-K12WC-LS360SUBS Start Date: 08/01/2025 End Date: 07/31/2026	$10.80	$3.15	COOP	60,240.	$189,756.00
2	IN-KAPP-LDAPFSUBS-491	K12 360 Data Platform as a Service (Large Districts, 50,000 students or more; Annual Subscription per student) ***Innive Data Warehouse K12 - Subscription to be provided to Knox County Schools for FY25-26. Innive Inc - IN-KAPP-LDAPFSUBS Start Date: 08/01/2025 End Date: 07/31/2026	$1.62	$1.57	COOP	60,240.	$94,576.80
3	IN-K12360-LEDSUBS-491	K12 360 Executive Dashboards (Large Districts, 50,000 students or more; Annual Subscription per student) ***Subscription to be provided to Knox County Schools for FY25-26. Innive Inc - IN-K12360-LEDSUBS Start Date: 08/01/2025 End Date: 07/31/2026	$2.16	$0.79	COOP	60,240.	$47,589.60
4	IN-K12360CD-LS360SUBS-491	K12 360 Curated Datasets (Large Districts, 50,000 students or more; Annual Subscription per student) ****Complimentary Access extended to Knox County Schools for this line item: "Curated Datasets." ***Subscription to be provided to Knox County Schools for FY25-26. Innive Inc - IN-K12360CD-LS360SUBS Start Date: 08/01/2025 End Date: 07/31/2026	$50,000.00	$0.00	COOP	60,240.	$0.00
		YEAR 1 SUBTOTAL:					$331,922.40
		YEAR 2					
5	IN-K12WC-LS360SUBS-491	Whole Child Analytics (Large Districts, 50,000 students or more; Annual Subscription per student) ***Subscription to be provided to Knox County Schools for FY26-27. Innive Inc - IN-K12WC-LS360SUBS Start Date: 08/01/2026 End Date: 07/31/2027	$10.80	$3.15	COOP	60,240.	$189,756.00

7	IN-KAPP-LDAPFSUBS-491	K12 360 Data Platform as a Service (Large Districts, 50,000 students or more; Annual Subscription per student) ***Innive Data Warehouse K12 - Subscription to be provided to Knox County Schools for FY26-27. Innive Inc - IN-KAPP-LDAPFSUBS Start Date: 08/01/2026 End Date: 07/31/2028	$1.62	$1.57	COOP	60,240.	$94,576.80
8	IN-K12360-LEDSUBS-491	K12 360 Executive Dashboards (Large Districts, 50,000 students or more; Annual Subscription per student) ***Subscription to be provided to Knox County Schools for FY26-27. Innive Inc - IN-K12360-LEDSUBS Start Date: 08/01/2026 End Date: 07/31/2027	$2.16	$0.79	COOP	60,240.	$47,589.60
9	IN-K12360CD-LS360SUBS-491	K12 360 Curated Datasets (Large Districts, 50,000 students or more; Annual Subscription per student) ****Complimentary Access extended to Knox County Schools for this line item: "Curated Datasets." ***Subscription to be provided to Knox County Schools for FY26-27. Innive Inc - IN-K12360CD-LS360SUBS Start Date: 08/01/2026 End Date: 07/31/2027	$50,000.00	$0.00	COOP	60,240.	$0.00
		YEAR 2 SUBTOTAL:					$331,922.40
		YEAR 3					
10	IN-K12WC-LS360SUBS-491	Whole Child Analytics (Large Districts, 50,000 students or more; Annual Subscription per student) ***Subscription to be provided to Knox County Schools for FY27-28. Innive Inc - IN-K12WC-LS360SUBS Start Date: 08/01/2027 End Date: 07/30/2028	$10.80	$3.15	COOP	60,240.	$189,756.00
11	IN-KAPP-LDAPFSUBS-491	K12 360 Data Platform as a Service (Large Districts, 50,000 students or more; Annual Subscription per student) ***Innive Data Warehouse K12 - Subscription to be provided to Knox County Schools for FY27-28. Innive Inc - IN-KAPP-LDAPFSUBS Start Date: 08/01/2027 End Date: 07/30/2028	$1.62	$1.57	COOP	60,240.	$94,576.80
12	IN-K12360-LEDSUBS-491	K12 360 Executive Dashboards (Large Districts, 50,000 students or more; Annual Subscription per student) ***Subscription to be provided to Knox County Schools for FY27-28. Innive Inc - IN-K12360-LEDSUBS Start Date: 08/01/2027 End Date: 07/30/2028	$2.16	$0.79	COOP	60,240.	$47,589.60
13	IN-K12360CD-LS360SUBS-491	K12 360 Curated Datasets (Large Districts, 50,000 students or more; Annual Subscription per student) ****Complimentary Access extended to Knox County Schools for this line item: "Curated Datasets." ***Subscription to be provided to Knox County Schools for FY27-28. Innive Inc - IN-K12360CD-LS360SUBS Start Date: 08/01/2027 End Date: 07/30/2028	$50,000.00	$0.00	COOP	60,240.	$0.00
		YEAR 3 SUBTOTAL:					$331,922.40
		SUBTOTAL:					$995,767.20

ITEMIZED

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
		SUBSEQUENT HOURS WORKED RATE				

14	AR2472-09262023-966	Professional Services - Subject Matter Expert (SME) - Per Hour ***Optional Line Item to cover any potential invoices for subsequent hours worked beyond the complimentary 1000 hours being provided to KCS within a one year period, per year. Addtl hours worked to be billed in actuals. Innive Inc - IN-PS-SME Start Date: 08/01/2024 End Date: 07/30/2028	$240.00	$100.00	COOP	1.	$100.00
		SUBSEQUENT HOURS WORKED RATE SUBTOTAL:					$100.00
		ITEMIZED SUBTOTAL:					$100.00
				TOTAL PRICE:			**$995,767.20**
				TOTAL QUOTE:			**$995,767.20**

Carahsoft's NASPO-TN Cloud Solutions Contract (#2472)

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve contract with Carahsoft Technology Corporation for Cloud analytics, data warehouse and dashboard services through July 31, 2028 at an annual cost of $331,922.40.

This multi-year renewal will result in a savings of $54,006.00 for our Innive services over our current year-to-year pricing with the current NASPO contract.

Cost to Knox County Schools

331,922.40

Description and Type of Funding Source

General Purpose

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17571 **R-25-8-206**

COMMISSION

Meeting Date: 08/25/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with Instruction Partners, Kids First Education, LLC, Marzano Research, National Institute of Excellence in Teaching (NIET), PIVOT: School Improvement Leaders, and TNTP, Inc. for the provision of Evidence-Based Instruction Strategies Consulting for the term of September 1, 2025 through August 31, 2026, which may be extended for four (4) additional years.
(Schools)

Attachments

Resolution

Instruction Partners Contract

Kids First Contract

Marzano Research Contract

NIET Contract

PIVOT Contract

TNTP Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH INSTRUCTION PARTNERS, KIDS FIRST EDUCATION, LLC, MARZANO RESEARCH, NATIONAL INSTITUTE OF EXCELLENCE IN TEACHING (NIET), PIVOT: SCHOOL IMPROVEMENT LEADERS, AND TNTP, INC. FOR THE PROVISION OF EVIDENCE-BASED INSTRUCTION STRATEGIES CONSULTING FOR THE TERM OF SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026, WHICH MAY BE EXTENDED FOR FOUR (4) ADDITIONAL YEARS.

RESOLUTION: **R-25-8-206**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to have a contractor provide Evidence-Based Instruction Strategies Consulting; and

WHEREAS, the Knox County Procurement Division requested proposals for this purpose and it has been determined that Instruction Partners, Kids First Education, LLC,

Marzano Research, National Institute of Excellence in Teaching (NIET), PIVOT: School Improvement Leaders, and TNTP, Inc. submitted the proposals that are most responsible and responsive and best conform to the specifications and needs of Knox County and the Knox County Schools; and

WHEREAS, the proposed contracts with Instruction Partners, Kids First Education, LLC, Marzano Research, National Institute of Excellence in Teaching (NIET), PIVOT: School Improvement Leaders, and TNTP, Inc. are effective for a one (1) year term beginning on September 1, 2025 and may be extended for four (4) additional years, one (1) year at a time, which may result in a total of five (5) years; and

WHEREAS, at its regularly scheduled meeting on August 7, 2025, the Knox County Board of Education approved the contracts with Instruction Partners, Kids First Education, LLC, Marzano Research, National Institute of Excellence in Teaching (NIET), PIVOT: School Improvement Leaders, and TNTP, Inc.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contracts with Instruction Partners, Kids First Education, LLC, Marzano Research, National Institute of Excellence in Teaching (NIET), PIVOT: School Improvement Leaders, and TNTP, Inc. for the provision of Evidence-Based Instruction Strategies Consulting are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contracts with Instruction Partners, Kids First Education, LLC, Marzano Research, National Institute of Excellence in Teaching (NIET), PIVOT: School Improvement Leaders, and TNTP, Inc. for the provision of Evidence-Based Instruction Strategies Consulting shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

Knox County Government

and

Instruction Partners

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and Instruction Partners, hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government (Request for Proposals #3667) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Vendor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposals #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County. Per Request for Proposals #3667, a minimum of thirty (30) days is required for processing of payment.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting pursuant to Request for Proposals #3667.

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide the Evidence-Based Instruction Strategies Consulting detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Evidence-Based Instruction Strategies Consulting for the County in accordance with Request for Proposals #3667.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3667 and Addendum I
B. Contractor's Response to Request for Proposals #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20___, as reflected in its minutes, and certified by its Chairperson.

_____
BOARD CHAIR – Signature

_____
BOARD CHAIR

Date: _____

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Instruction Partners

by: _____

Name: _____

Title: _____

Date : _____

Contract #: 25-516(a)
Approved as to Legal Form:

_____
Knox County Law Director's Office

7/24/2025
Date

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Evidence-Based Instruction Strategies Consulting** as specified herein. Proposals must be received by **2:00 p.m.** on **June 13, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3667
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to rachel.cabrera@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please file a report online by accessing http://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. **Proposers must submit with their written response an exact electronic version of their proposal in a single PDF file on a flash drive format.**

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper;
1.20.2 Not include pages of unnecessary advertising;
1.20.3 Be made on both sides of each sheet of paper.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **May 27, 2025 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents,

or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this Request for Proposal response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Iran Divestment Act/No Boycott of Israel Affidavit.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex **or** national origin any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its

respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County. In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this document is to set forth and convey to prospective proposers the general requirements for vendors to provide Knox County Schools with Evidence-Based Instruction Strategies Consulting as desired by Knox County. Award will be based on Best Value. Best value means more than low cost. It includes cost, technical service quality, experience, qualifications and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AWARD LENGTH:** The pricing for this Contract must remain firm for thirty-six (36) months. However, due to the funding source Knox County does not allow automatic renewals, this Contract will need to be extended annually to continue services. Knox County will draft the Extension of Contract and send it to the vendor approximately ninety (90) days before expiration. The agreement may be renewed for four (4) one-year periods upon mutual consent, for a possible total of five (5) years. Following the initial thirty-six (36) months, the Contractor may request a change in price.

3.5 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.6 **COMMUNICATION:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.8 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event on or both contacts leave the Knox County account, the

vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.9 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the vendor(s). Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. A sample contract is under Exhibit B for review. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.10 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.10.1 Provide competent supervision;
3.10.2 Provide competent personnel;
3.10.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

3.12 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

As per Section 1.5, Knox County will determine the award structure that is in its best interest.

Methodology	30 Points
Delivery of Service	30 Points
Experience & References	20 Points
Cost	20 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one hundred (100) points, based on the Evaluation Criteria, per submission.

3.13 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the Request for Proposal process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.14 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VIII of the submittal. **Do not strike through or in any other way alter the Request for Proposal. Exceptions listed within other sections of the submittal shall not be reviewed or considered.**

3.15 **GRANT FUNDING:** The products or services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.16 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.17 **IDENTIFICATION:** Employees of the Contractor shall have proper photo identification displayed at all times while on property belonging to Knox County.

3.18 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.20.1 The invoice must show the amount due to the Contractor by Knox County;
3.20.2 The invoice must show a summary of completed work;
3.20.3 Invoices are to be original and uniquely pre-numbered;
3.20.4 Invoices which do not show this information are subject to rejection.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

3.22 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

3.23 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.23.1 Respondent must address all submittal requirements as defined under Section IV.
3.23.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.23.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.24 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.25 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.26 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.27 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposal.

3.28 **ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.29 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of thirty-six (36) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

3.30 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.31 **PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.32 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal format. As the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.33 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this Request for Proposal. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this Request for Proposal or the Contract.

3.34 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection.

3.35 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.36 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.37 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.38 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **May 27, 2025 at 4:30 p.m. local time**.

3.39 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.40 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

4.1 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations. In addition to Knox County Public Schools, funds are utilized to provide our non-public and the charter schools with resources/services.

4.2 **FACILITIES:** All facilities for the training will be provided by Knox County or Knox County's non-public schools.

4.3 **PARTICIPANTS:** Number of participants may vary. Vendors may work with an entire school staff or smaller school teams, and/or district teams, or any combination thereof. A defined number of trainings or participants is not guaranteed. Participants will be staff members serving students that may fall into historically underserved populations.

4.4 **SCOPE OF WORK:** Knox County Schools is seeking vendors to provide professional consultation to our schools and district to implement evidenced-based, content-specific strategies for instruction while building a coherent

academic and cultural model that is grounded in our district's four priorities: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation.

Through a framework that supports adult learning; while embracing student-centered decision-making, educators will be empowered to collaborate in curriculum-embedded professional learning. Educators will build discernment by measuring their impact on student learning through routine student work analysis. The consultant will work with leaders to support the accurate capture of the state of instruction through participation in classroom walkthroughs and coaching during reflective debriefs. The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district. Educators will also focus on developing or sustaining a culture of learning within the school community to support academic competency and increase student proficiency and growth

4.5 **METHODOLOGY:** Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum and/or resources used in past projects that are similar in scope to the proposed training. This information is to be provided in Section V, Tab III of this Proposal.

4.6 **DELIVERY OF SERVICES:** The successful Proposer **must** offer professional development training designed to achieve the objectives outlined in this Request for Proposal and support increased organizational capacity to sustain the application of learning and implementation of tools and strategies over time. The proposed program must be designed to enhance the skills and/or abilities of employees in evidence-based instructional strategies as related to the classroom and school environment to reduce disparities and enhance student academic performance as detailed in this Request for Proposal.

The professional learning delivery model must authentically engage participants based on the principles of adult learning. Participants will be prepared to effectively implement evidenced-based, curriculum-based professional learning strategies and respond based on content-specific feedback to increase student proficiency. Participants will collaboratively engage in structures to include:

- Surveys for measuring culture;
- Processes for educator collaboration;
- Processes for measuring impact on student learning;
- Processes for building educator discernment regarding evidence-based instructional strategies within high-quality instructional materials utilized by the district; and
- Processes for leader capacity building.

Training provided should support sustained implementation and the professional learning should provide evidence-based instructional strategies with a proven impact on student outcomes.

Proposers must provide comprehensive narrative statements that outline the implementation and management plans that it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described.

Implementation may be requested upon execution of a contract.

4.7 **EXPERIENCE & REFERENCES:** Proposers are to detail their organization's previous experience working with school and district leadership teams to analyze underserved students and to promote high levels of achievement for all learners. For all relevant team members, proposers are to submit education credentials, relevant work experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal. This information is to be submitted in Section V, Tab V of the Proposal.

Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. **Do not list Knox County Government or Knox County Schools as a reference.** References shall be submitted on Attachment A of this Request for Proposal.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.
PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**
Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**
- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Employer Identification Number (EIN)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Subcontractor(s) (if applicable)
- Acknowledgement of the receipt of any Addendum issued

TAB III **METHODOLOGY (30 POINTS)**
Proposers must demonstrate an understanding of Knox County's needs and fully explain overall approach to meet the County's requirements. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.4 and 4.5. Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum used in past projects that are similar in scope to the proposed training.

TAB IV **DELIVERY OF SERVICES (30 POINTS)**

Proposers must provide and implementation plan and comprehensive narrative statements that outline the management plan it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the County's project schedule. Proposers must thoroughly address each of the requirements outlined in the Delivery of Services portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.6.

TAB V **EXPERIENCE AND REFERENCES (20 POINTS)**
Proposers must thoroughly detail its approach to the Experience and References portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.7.
- References (Attachment A)
- Proposers must state the organization's number of years in business and provide a description of the organization to include office location(s).
- Proposers must describe the organization's experience with similar projects.
- Proposers must provide an organizational chart that illustrates the organization of the project team. The organizational chart must illustrate the lines of authority and designate the individual responsible and accountable for the completion of each component and deliverable of the Request for Proposal. Information about each person listed should include their a) title b) resume, including advanced education credentials, relevant work

experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal c) number of years with the organization and d) description of the type of work the individual will perform

TAB VI **PROPOSED COSTS (20 POINTS)**

Costs proposals must include all direct and indirect costs associated with the performance of the service. Proposed costs should be inclusive of all expenses. Proposer may include the methodology used to determine their proposed cost. Pricing must include all expenses, including transportation and ancillary out-of-pocket charges, if applicable. There will be no reimbursement for any such charges. Please state cost in a "per participant" format, noting any applicable volume discounts.

- Cost Sheet (Attachment E)

NOTE: This tab and Attachment E shall only be included in Section V behind Tab VI. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

TAB VII **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB VIII **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this Request for Proposal in your response.

TAB IX **ATTACHMENTS**

- Insurance Checklist (Attachment B)
- Criminal History Check Affidavit (Attachment C)
- Iran Divestment Act (Attachment D)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3667

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

23. **Certificate of Insurance shall show the RFP number and title.**

24. **Other insurance required _____.**

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: _____

Surveys	$_____ per school Notes:
Assessments	$_____ per school Notes:
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$_____ per six-hour day
Virtual Coaching for Small Groups of five (5) or Individuals	$_____ per hour
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ per six-hour day
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ two (2)-six (6) hour days
School Visits (Inclusive of all Travel Costs for Consultant)	$_____ per school
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$_____ per three-hour day
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$_____ two (2)-three (3) hour days
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	_____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price Notes:
Registration Fees (Conference/Workshop)	$_____ per participant
Other Expenses:	

DELIVERY: All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

Equal Employment Opportunity

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.

Clean Air Act and Federal Water Pollution Control Act
Contractors and subcontractors will 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 will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension
A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying
The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

b. If any funds other than federally 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

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

Preferences for Products Produced or Manufactured in the U.S.
(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “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.

(2) “Manufactured products” means 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.

EXHIBIT B
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government and Knox County Schools (Request for Proposal #3667) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal's specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends upon the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial three (3) year period. However, due to the funding source, the County is required to renew the Contract on a yearly basis as per Paragraph 1 above. At the end of the first three (3) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request a price increase for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposal #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting and Services pursuant to Request for Proposal #3667.

TBA

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Evidence-Based Instruction Strategies Consulting and Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting and Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting and Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Evidence-Based Instruction Strategies Consulting and Services for the County in accordance with Request for Proposal #3667.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

SAMPLE

A. Request for Proposal #3667
B. Contractor's Response to Request for Proposal #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3667
Evidence-Based Instruction Strategies Consulting

Addendum Date: June 2, 2025

Buyer: Rachel Cabrera

Closing Date: June 13, 2025

The following is for clarification:

Question 1: Section 4.1. In reference to, "For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations." Should proposal responses encompass working with educators prek-12, or could proposal responses attend to working with a subset of grade-levels (i.e. Elementary only)? Will proposals be scored more favorably one way or another?

Answer 1: Proposals can attend to working with subsets of grade-levels. No, proposals will not be scored more favorably one way or the other.

Question 2: Section 5. Proposal Format: This section requests submissions in a three-ring binder and also requests two copies, 1 marked "original" and 1 exact copy. Should both "Original" and "Exact Copy" be in the same three-ring binder, or should each be submitted in their own binder?

Answer 2: They should be submitted in their own binder.

Question 3: Section 4.7 states "Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years." However, Attachment A states "Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years." Can you please clarify, do these references need to be related to work completed in the last five years, or work that is currently underway and has been in service for 5+ years? i.e. Could we submit a reference from the last five years of a similar project that had a 3-year duration?

Answer 3: The work could have been completed in the last five years or currently underway. Yes, your company could submit a reference from the last five years of a similar project that had a 3-year duration.

Question 4: Will all 92 schools necessarily receive consulting services, or is the number of schools to be determined?

Answer 4: Per Section 3.35 Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

Question 5: Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers? Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers?

Answer 5: We have 92 schools in KCS. Participants will primarily include executive principals and school-level leadership teams but may include supporting educators. Participant numbers will vary based on the size of the school and the focus of the work.

Question 6: Does the district have instructional coaches, and if so, do you envision the consultants supporting them via a train-

the-trainer model?

Answer 6: KCS has an instructional coach in each elementary school. Some of our middle schools and high schools have instructional coaches. Train-the-trainer model is an option for support.

Question 7: Section 4.4 states, "The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district." Do you have any additional information about the kind of strategic action plans you are looking for here?

Answer 7: Strategic plans should align with the district plan and school plan, but deeply analyze how best to achieve positive outcomes for students based on an understanding of the current state of instruction utilizing district IPGs. The plan should embrace the use of the district-provided HQIM (ELA, MATH, SCIENCE). Strategies outlined in the plan must align not only with research but with evidenced-based practices.

Question 8: How will schools and participants be selected?

Answer 8: School leaders will have autonomy to elect services and design support.

Question 9: Is there a vendor currently providing this scope of work?

Answer 9: Yes, Knox County currently has Contracts with Catapult Learning, LLC, Corwin Press and National Institute for Excellence in Teaching for Evidence-Based Instruction Strategies Consulting.

Question 10: Is a hybrid approach that includes onsite and virtual training acceptable?

Answer 10: Yes

Question 11: Does the district currently leverage an LMS for professional development?

Answer 11: Yes, Canvas.

Question 12: What is the budget for this scope of work?

Answer 12: The budget varies based on school budget and district budget.

Question 13: Tab VI Proposed Costs requests a "per participant" price but Attachment E Cost Sheet specifies a number of participants per service. Please clarify what should be reflected in Attachment E.

Answer 13: Please complete the Attachment E Cost Sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from the cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

End of Addendum I

Note: Addendum must be acknowledged in Section V behind Tab II of the proposal.

Rachel Cabrera

Rachel Cabrera
Senior Buyer, Knox County Procurement

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Instruction Partners
PO Box 68461
Nashville, TN 37206
(615) 541-5323
www.instructionpartners.org

May 28, 2025

Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

RE: Proposal Submission – RFP #3667: Evidence-Based Instruction Strategies Consulting

Dear Members of the Evaluation Committee,

On behalf of Instruction Partners, I am pleased to submit our proposal in response to **Knox County RFP #3667** for **Evidence-Based Instruction Strategies Consulting.**

We are excited about the opportunity to support Knox County Schools in implementing content-specific, evidence-based instructional strategies aligned to your district's four strategic priorities: **excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation**. Our team brings [insert number] years of experience in partnering with school districts to build educator and leader capacity through high-impact professional learning, instructional coaching, and data-informed planning.

This proposal includes our detailed methodology, service delivery plan, team qualifications, and pricing—all organized per the RFP format. We are confident our approach will help KCS build a coherent academic and cultural model that drives student growth and supports instructional excellence.

We appreciate the opportunity to be considered and are committed to meeting the needs and expectations outlined in the RFP. Should you have any questions or require further information, please feel free to contact me at [your phone number] or [your email address].

Thank you for your time and consideration.

Sincerely,

Kelsey Hendricks, Executive Director, Engagement

Tab II: Company Profile

Knox County RFP #3667 - Evidence-Based Instruction Strategies Consulting

Company Name: Instruction Partners

Address:
PO Box 68461
Nashville, TN 37206

Telephone: (615) 541-5323

Primary Contact:
Name: Charlene Evans-Smith
Email address: charlene.evans-smith@instructionpartners.or
Phone number: (443) 598-2569

Secondary Contact:
Name: Kelsey Hendricks, Executive Director, Engagement
Email address: kelsey.hendricks@instructionpartners.org
Phone number: (502) 835-5357

Vendor Number: 76764

Federal EIN: 47-5380182

Knox County Business Tax License:
Instruction Partners is a registered business in the state of Tennessee and is currently providing services in Knoxville, TN. We are in compliance with all local and state business licensing requirements and will provide any additional documentation upon request.

Acknowledgement of Addenda:
Instruction Partners acknowledges addenda issued by Knox County Procurement.

Tab III: Methodology

Knox County RFP #3667 - Evidence-Based Instruction Strategies Consulting

Detailed Description of Proposed Approach and Research Base

Instruction Partners proposes an approach that fulfills the requirements outlined in Section 2 (Scope of Services) and Section 4 (Deliverables) through content-specific, evidence-aligned strategies. Our vision at Instruction Partners is that all students experience an excellent education–one that prepares them to contribute to their community, achieve economic security, and pursue their dreams. To achieve this vision, we strengthen instructional leadership at the school, system, and state levels to ensure teachers have the support they need to improve instruction and student learning.

Our core services are designed to build leader capacity with content and curriculum specificity. These services are aligned to **Knox County School's four strategic priorities** and include:

1. Shoulder-shoulder guidance for strengthening high-quality-instructional materials implementation
2. Support for leading effective professional learning systems for teachers, including collaborative planning and coaching
3. Support to put in place the conditions necessary to improve instruction – vision, time, process, roles, training, investment, and affirmation.
4. Lead instructional leaders in effectively understanding and leveraging student data to make decisions

Our methodology is grounded in rigorous, research-based practices. At the center is Dr. Richard Elmore's **Instructional Core theory**, which asserts that improving student outcomes emphasizes that improving student outcomes at scale requires one or more of the following: raising the level of content, improving teacher skill, and increasing student engagement with that content. Everything else, Elmore notes, is instrumental and must support these core elements[1].

We believe student learning improves when instructional leaders create the conditions that prioritize the instructional core and when teachers and students are empowered to engage

[1] Richard Elmore. Improving the Instructional Core. Harvard University, School of Education, 2008 https://cepr.harvard.edu/news/never-judge-book-its-cover%E2%80%94use-student-achievement-instead

in rigorous, affirming learning environments. The 2022 Research Partnership for Professional Learning reinforces this, finding that professional learning is most effective when it:

1. Builds subject-specific instructional practices (beyond content knowledge),
2. Is anchored in instructional materials like curriculum and formative assessments,
3. And prioritizes the quality of teacher-student relationships.[2]

Additionally, curriculum-aligned professional learning has been shown to significantly boost student outcomes—comparable to the effects of class size reduction or replacing an average teacher with a top performer.[3] Instruction Partners' approach to building leader capacity to execute strong professional learning systems like collaborative planning and observation/feedback is grounded in this research.

Through this lens, we have concentrated our organizational expertise around four key instructional leadership practices: materials, collaborative planning, coaching, and acting on data. We support Leaders in:

1. Observing instruction to identify content-specific areas for growth
2. Aligning stakeholders around a shared, actionable improvement plan, and
3. Implementing that plan through practical, job-embedded support.

Our team has deep expertise in helping leaders execute these practices with content specificity and in alignment with the latest research on how students learn and how adults change and grow. We explicitly develop leaders' competencies in content knowledge, change management, continuous improvement, and systems thinking–ensuring that instructional improvements are sustainable and scalable across the system.

In addition to building leader capacity to enact the professional learning practices that improve teacher effectiveness, our work supports leaders and their teams in creating and sustaining the conditions that undergird strong practices. We support teams in establishing or refining their vision, roles and responsibilities, use of time, protocols, data collection routines, and materials in alignment with key instructional leadership practices. Sustained improvement requires more than a single strong collaborative planning session—it requires coherent systems and consistent attention. Our approach prioritizes codifying the structures and conditions necessary for strong practices to become consistent and lasting. We work shoulder-to-shoulder with leaders to manage change, support continuous improvement,

2 https://rpplpartnership.org/wp-content/uploads/2024/10/rppl-building-better-pl.pdf

3https://www.carnegie.org/our-work/article/how-curriculum-based-professional-learning-can-boost-student-outcomes/#:~:text=When%20teachers%20participated%20in%20curriculum,class%20size%20by%2015%20percent.

build content knowledge, and foster the trusting relationships necessary for effective implementation.

The Professional Learning Conditions and Practices (PLCP) Rubric that guides this aspect of our support is included in the Appendix.

Content-Specificity

Early Literacy

Current KCS & Instruction Partners' Partnership and Approach

Since the 2023-2024 school year, Instruction Partners has worked with Knox County Schools to co-create and implement a district-wide early literacy improvement plan to support the foundational reading skills of all K-2 students, with attention to students experiencing poverty and students of color. Leveraging a systematic, explicit, and sounds-first approach to reading instruction, our shared goal is for KCS to provide students effective foundational skills instruction that results in significant improvement in students' early literacy reading proficiency. Instruction Partners' support is based on the district's adopted Benchmark Advanced curriculum and rooted in the science of reading—a body of research that tells us how our brains learn to read. We ground our instructional support in the Foundational Skills IPG, the set of instructional look-fors through which we examine the effectiveness of the instructional core in early literacy.

To reach this goal, we began our partnership in 2023 by diagnosing KCS' current district and school early literacy essential practices, the systemic factors at the school and system levels that fuel the instructional leadership needed to influence early literacy instruction in classrooms. Across the 2023-2024 school year, we facilitated Knox district and school leadership teams to develop a comprehensive early literacy vision and improvement plan focused on strengthening Tier I foundational skills instruction and the district and school leadership structures and teacher supports that fuel it. We partnered with Knox's Executive Director of Learning and Literacy Dr. Erin Phillips, Literacy Facilitators, Regional Directors and principals and instructional coaches of participating cohort 1 elementary schools to reimagine the district's use of time, materials, team roles and responsibilities, and the curriculum-based professional learning system. We also refined an approach to strategically leveraging universal screener and diagnostic assessment data to support teachers' capability to deliver high quality Tier I whole group and small group early literacy instruction that meets the learning needs of each student.

In the 2024-2025 school year, we expanded the reach and effectiveness of the early literacy program, serving 30 elementary schools across all five regions. In partnership with Literacy Facilitators, we supported the launch of the district's implementation of laser-focused, flexible foundational skills learning targets for each student within strategically flexing small learning groups in Tier 1, data-informed small group instruction routines, and methods for monitoring student progress.

Our support to district leaders has included onsite and virtual supports for:

- Diagnosing and building capacity to improve district level essential practices, with an emphasis on Vision refinements, HQIM implementation with integrity, Professional Learning, and Data Systems and Structures
- Co-developing the data-informed small-group instruction strategy and building capacity to support its implementation
- Using data to monitor and refine the Early Literacy System so that it is built to last well beyond the tenure of our partnership

Our support to school leaders has included onsite cohort-wide learning summits and school-specific onsite and virtual hours for:

- Diagnosing & building leader capacity to improve system level essential practices
- Leading an instructional diagnostic (IPG Classroom Observations, Focus Groups, PLC Observations)
- Training and providing implementation support to school leaders for data-informed small group instruction
- Implementing Instructional Support Short Cycles to build principals' and coach capacity to improve Tier 1 Whole Group and Small Group instruction, as measured by focus IPG indicators
- Using data to monitor and refine instruction and the school practices that support it

Sample resources that illustrate this work are included in the Appendix and feature materials such as the Leadership Summit deck (Cohort 2, Year 1), Short Cycle Plan, Focus Group Protocols, and PLC Coaching Criteria for Success. These artifacts provide additional insight into the structure, content, and impact of our leadership development approach.

Results

We randomly selected schools to serve as untreated controls to enable Knox, Instruction Partners, and our Principal Investigator, Vanderbilt University, to compare students' foundational skills learning outcomes according to the treatment that their school teams received. Upon conclusion of the service for schools receiving treatment, Knox and Instruction Partners will have discerned the system, school and classroom-level supports for Tier 1 foundational skills whole-group and small-group instruction that accelerates the early reading outcomes of students across the district's schools.

While we do not yet have the impact analysis of this randomized control trial, we do have MOY 24-25 data that suggests our theory of action is working. For cohort 1 schools that have received two years of support:

- All five essential practices showed an upward trend, with Vision, Time, and Team indicators above 80% and minimal downturns.
- Classroom observational data from walkthroughs confirms strong gains in Core Actions 1 and 2 of the IPG, with Core Action 3 needing more support in the 25-26 school year.

- The 2022 Kindergarten cohort shows rising proficiency and fewer students in the bottom quartile on AimsWeb, despite early fluctuations.

For cohort 2 schools that have received one year of support:

- Cohort 2 started the year stronger than Cohort 1 in essential practices, with Vision already at 71% and increasing to 100%, suggesting effective district support.
- Schools in Cohort 2 are showing a faster rate of improvement in Core Actions 1 and 2, aligning with anecdotal reports that they began at a similar baseline to Cohort 1 but are progressing more quickly.

English-Language Arts and Mathematics

In English-Language Arts (ELA) and mathematics, Instruction Partners gathers data on the conditions and daily instructional quality of classrooms to begin the work. We leverage the Instructional Practices Guide (IPG) to diagnose instruction and build leader capacity to provide content- and curriculum- specific feedback. The IPG is organized into three Core Actions that align to the Instructional Core and evidence based, best-practices in ELA and math instruction:

ELA IPG

- **Standard Alignment:** Does the lesson reflect the demand of the TN standard(s)?
- **Core Action 1:** Are the materials of grade-level complexity, instructionally rich, reflective of various experiences, and knowledge building?
- **Core Action 2:** Does this lesson employ questions and tasks, both oral and written, which integrate the standards and help students understand the content and meaning of the text(s)?
- **Core Action 3:** Do the lesson and instruction provide support for all students to engage in the work of the lesson?
- **Student Mastery:** Did students master or move towards mastery of the content of the lesson?

Math IPG

- **Standard Alignment:** Does the lesson reflect the demands of the TN standard(s)?
- **Core Action 1:** Does the lesson ensure the work of the enacted lesson reflects the focus, coherence, and rigor required by college- and career- ready standards in mathematics?
- **Core Action 2:** Does the lesson employ instructional practices that allow all students to learn the content of the lesson?
- **Core Action 3:** Do the lesson and instruction provide support for all students to exhibit mathematical practices while engaging with the content of the lesson?
- **Student Mastery:** Did students master or move toward mastery of the content of the lesson?

When working with school and system leaders focused on improving instruction in ELA or math, we ensure a strong orientation to the ELA and Math Instructional Practice Guides (IPG) through both introductory sessions—**Math IPG Norming** and **ELA IPG Norming**—and through ongoing use of the tools during walkthroughs and hallway debriefs. The **Math IPG Norming deck is included in the Appendix in Tab VII**, as are the **ELA and Math IPG tools**, originally developed by **Student Achievement Partners and later modified by the Tennessee Department of Education**. As described in more detail in Tab IV, our approach in Knox County will be tailored to align with the district's adopted high-quality instructional materials (HQIM) and current instructional priorities. We will collaborate closely with the Knox Teaching and Learning Team to ensure coherence across the district. Our deep experience in building leader capacity to facilitate content-specific collaborative planning and curriculum-aligned observation and feedback cycles is a key driver of success in both ELA and math.

Based on multiple data sources—including classroom observations, teacher and student focus groups, and observations of professional learning—leaders select a specific instructional leadership practice to focus on in our ELA-specific support: typically, collaborative planning or coaching. We then work alongside leaders to develop their capacity in that practice through a gradual release of responsibility and structured, job-embedded learning. Our goal is to build sustained ownership, enabling leaders to independently lead lesson internalization, conduct effective observation and feedback cycles, and guide student work analysis routines. We also support leaders in establishing the enabling conditions necessary for these practices to thrive.

Internalizing and practicing facilitation of internalization protocol to use as a part of teacher collaboration and planning meetings

- *Math: Leveraging the 5 Practices in Lesson Internalization* (session example)
- *ELA: ELA Lesson Internalization Process Example* (**included in Appendix, Tab VII**)

Naming "bite size" and content-specific feedback for teachers based on classroom observations

- *Math: Math Onsite – Observation/Feedback* (**included in Appendix, Tab VII**)
- *ELA: Haywood ELA Observation/Feedback Practice* (session example)

Reviewing and analyzing student work to assess for content mastery and identify instructional improvements

- *Math: Practicing a Student Work Sharing Routine; Preparing for Peer Observations* (session example)

- *ELA: Sample Student Work Analysis Intro* (**included in Appendix, Tab VII**)

These representative resources illustrate our approach to building content-specific leadership practices that result in improved instruction and student outcomes. Additional examples of session materials are available upon request.

There is also intentional progress monitoring built into our approach. We leverage this as a tool to review progress toward short-cycle goals, identify barriers and opportunities for improvement, and develop a short-cycle plan for the next six to eight weeks. During these progress monitoring meetings, we support leaders in reflecting on change management challenges and planning for needs related to communication, shifts in structures or role clarity, and leader modeling. These sessions are deeply context-specific. A session illustrating this approach—**Case Studies Progress Monitoring and Collaborative Planning**—is **included in the Appendix in Tab VII**.

We are committed to building instructional leadership capacity, instructional coherence, and sustainable systems that drive lasting student impact. Our methodology is grounded in rigorous research and will be adapted to the local context of Knox County. In order to ensure teachers have the support needed to improve student learning outcomes, we will work with leaders to create, strengthen, and sustain collaborative planning and observation and feedback structures. Our partnership approach is deeply collaborative. We work shoulder-to-shoulder with district and school leaders to embed these practices and build ownership that will sustain continuous improvement. Additional detail about our implementation plan for this methodology is described in Tab IV.

ELA and Math Results

Designing and Sustaining Instructional Improvement

Our multi-year partnership with Gladstone Elementary, a K-6 public school serving a large population of refugee and immigrant students, demonstrates the power of sustained instructional improvement. When we began working together in 2018, instruction and materials were misaligned with Missouri state standards. Together with school leaders, we co-developed a comprehensive improvement strategy focused on leadership development, aligned materials, and continuous data-driven feedback, which led to measurable gains in student achievement across all tested subjects—outpacing statewide trends. A **case study documenting this work is included in the Appendix in Tab VII**.

Table: State Assessment Gains – Missouri MAP (2018–2023)[4]

Subject	Gladstone (2018-2023)	Missouri Statewide (2018-2023)
Math	+6.0%	-2.2%
ELA	+2.3%	-5.4%
Science	+10.4%	-3.8%

State Education Agencies

Our work with state education agencies includes a multi-year partnership with the Rhode Island Department of Education (RIDE) to design and implement systems that advance high-quality instruction statewide. We supported RIDE in launching a System of Continuous Improvement for HQCM, including partner guidance, progress monitoring tools, and LEA Assistance Partner training.

We also co-led an initiative to strengthen early literacy implementation for curricula aligned to the Science of Reading. Working alongside RIDE, curriculum reviewers, and publishers, we co-developed customized toolkits, professional learning protocols, coaching materials, and walkthrough guides to strengthen instructional practice across Rhode Island.

Using the Instructional Practice Guide (IPG) to assess instructional quality, Rhode Island educators demonstrated significant growth in ELA and math over the 2023–24 school year:

Subject	Fall 2023	Spring 2024	% Point Gain
Math	28.33%	46.67%	+18.34%
ELA	32.69%	44.58%	+11.89%

These results exceeded Instruction Partners' national improvement benchmarks and reflect the power of a coherent, statewide approach to instructional improvement.

Nationally, our partners saw at least a 15 percentage point increase in instructional quality across all three IPG domains (Core Actions 1, 2, and 3) in 2022–23, reinforcing that the strategies we deploy in Rhode Island and other state-led efforts consistently drive

[4] **Instruction Partners. (2023). Case Study: Gladstone Elementary School – Kansas City Public Schools. Retrieved from https://instructionpartners.org/gladstone-case-study/**

meaningful change.

Extending the Model: Statewide Impact in Nebraska

Instruction Partners has successfully adapted our system-building approach in other contexts. In Nebraska, we partnered with the Department of Education and regional Educational Service Units (ESUs) to design and implement support structures for high-quality instructional materials (HQIM) in math. We collaborated with ESU leaders to co-develop walkthrough tools, teacher planning supports, and feedback systems aligned to a shared instructional vision.

At Lyons-Decatur Northeast Elementary, one district supported through this partnership, student proficiency on the Nebraska Student-Centered Assessment System (NSCAS) rose from an average of 35% to 67% in one year after implementing structured instructional leadership support. **A case study highlighting this work is included in the Appendix in Tab VII.**

Tab IV: Delivery of Services

Knox County RFP #3667 - Evidence-Based Instructional Strategies Consulting

Implementation and Management Plan to Achieve Scope of Work Objectives

Instruction Partners proposes a structured and collaborative model of support to help Knox County Schools strengthen instructional leadership and classroom practice to improve student outcomes. Our approach is grounded in research on effective continuous improvement, designed to build immediate and sustained instructional growth, and fully aligned to Knox County Schools' strategic priorities: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation. Building on our current partnership with Knox County, we focus on helping school leaders implement evidence-based, content and curriculum specific instructional leadership practices–particularly in ELA, mathematics, and early literacy–to accelerate learning for all students.

Our service model builds the capacity of school leaders - principals, assistant principals, instructional coaches, and teacher leaders - to support teachers with content and curriculum-specific learning and instructional improvement. Across our work with schools nationwide, we have seen the greatest improvements in instructional quality when teachers receive regular, job-embedded support from the leaders and peers in their school. To that end, we help school and district leaders create the enabling conditions for effective teacher development and then provide direct coaching and practice to build leaders' content knowledge and skills in facilitating teacher collaboration, observing instruction, delivering content-specific feedback, and analyzing student data and work to inform instructional decisions. Through this continuous cycle of diagnosis, short-cycle improvement, and progress monitoring, we support leaders to build the systems and capacity necessary to sustain improvement in instruction and student learning outcomes over time. Our approach aligns strongly to Knox County's priority of strengthening instructional leadership and instructional practice to improve outcomes for students.

Service Design and Implementation Plan

Our service approach begins with diagnostic work to understand the current conditions for professional learning and the current quality of daily instruction in the content area. We launch our partnership with schools and leaders virtually and engage in an interview with each school leader (Virtual coaching for small groups). We then spend a full day on-site at each school (School Visit) We gather data from leader interviews, artifact reviews, classroom observations, and teacher and student surveys and focus groups to inform our next steps.

Based on our diagnosis, we organize cohorts of 5-10 schools in the same grade span (elementary, middle, high) with similar leadership structures and identified focus areas for improving professional learning. Specific focus areas could include improvements in curriculum alignment and implementation, improvements in teacher collaboration and curriculum internalization, improved classroom observation and feedback routines, and/or improved protocols and routines for looking at student work and reviewing student data to improve instruction. We then have each cohort experience the following service model as a group of schools, with some activities bringing together leaders from across schools in addition to school-specific and leader-specific coaching supports.

Leadership Summit
After the diagnostic process, leaders from across a cohort of schools will take part in a Leadership Summit. This support is an on-site professional development session, with two or three facilitators depending on the number of content areas for focus. They will learn about the necessary conditions for teacher professional learning, review the results of the diagnosis for their cohort, and begin planning for changes to put the conditions in place, including practicing change management strategies around communication and modeling the change. We will also then introduce the instructional leadership practice for focus, such as introducing new protocols and focus areas for lessons internalization in the curriculum. Leaders from across the cohort will begin practicing to facilitate that practice, including learning about the curriculum and the content-specific strategies they will support teachers to implement consistently.

Action Plans and Short Cycles of Improvement
Working closely with the school leaders from each school, we will develop a detailed action plan that serves as our implementation guide and includes goals for improvement and progress monitoring across each short cycle of improvement (six to eight weeks.) We will implement three short cycles of improvement for all the schools in the cohort across the year. Organizing into short cycles allows us to target specific goals and measures, monitor progress at the end of each short cycle, and then adapt actions and goals based on lessons learned. This short cycle process allows for greater clarity and commitment from school teams around the focus of the work and their expected actions within the short cycle, and also provides the opportunity to course correct and learn from challenges within the school year. By the second and third short cycle, our goals include a focus on consistent and quality leader practices and whether those leader supports result in improved teacher planning and teacher classroom practice across the content area.

Each short cycle includes the following opportunities for leader learning and practice:

Service Experience	Description and Audience	Aligned Cost Element

Content Team Meetings	Content-specific leaders from across schools (instructional coaches, assistant principals, and/or teacher leaders) engage in virtual professional learning and practice on a specific instructional leadership practice. Examples of content team meeting topics include: ● Internalizing and practicing the facilitation of a new curriculum internalization protocol to use as part of teacher collaboration and planning meetings ● Naming "bite size" and content-specific feedback for teachers based on classroom observations ● Reviewing student work to assess for content mastery and identify instructional improvements	Virtual Professional Development, 1 Day
Onsite Modeling and Practice (for each school in the cohort)	Modeling instructional leader practices and observing/coaching school-level leaders onsite. Onsite practice could include: ● Modeling a lesson internalization protocol with a teacher team, debriefing with a school leader, and then observing a school leader facilitating the same protocol with another team ● Practicing a curriculum-specific lesson internalization protocol with a coach, and then observing the coach facilitate the protocol with a teacher team ● Observing classrooms together and then practicing with a coach to develop targeted teacher feedback ● Observing a coach leading a teacher feedback discussion, then providing feedback to the coach	Onsite Coaching for Small Groups
Virtual Coaching and Practice	Individual coaching video calls with each content-area leader (instructional coach, assistant principal) and with each principal to practice instructional leadership strategies.	Virtual Coaching for Small Groups
Onsite Progress Monitoring and Planning	Meeting with school leaders from across the cohort of schools to review progress to short cycle goals, identify barriers and improvements, and develop a short cycle plan for the next six to eight weeks. During these planning sessions, we also reflect on important change management challenges and plan for change leadership needs around communication, changes in structures or role clarity, or leader modeling	Onsite Coaching for Small Groups

We repeat this set of professional learning experiences for three short cycles of improvement, with each cycle including multiple opportunities for leader learning, coaching, and practice. This short cycle service approach also builds the capacity of school leaders around continuous improvement. Principals and their leadership teams continue to sharpen their lens of monitoring the quality of professional learning for teachers and of content-specific instruction, and they review other student work and student data to identify the successes and challenges from each short cycle. They then set clear goals for a short cycle to focus specific improvements in leader practice and teacher practice.

End of Year Planning
At the end of the year, we hold a final virtual planning meeting with school leaders, focused on actions for the summer and the beginning of the next school year. We identify improved professional learning conditions and leader practices that we want to sustain for the next year, and talk about how to "start strong" with those practices in the fall. We also plan for summer teacher professional development opportunities and important leadership messages and expectations to share with teachers at the start of the new school year. For a cohort of 10 schools, we would conduct this as an onsite professional development day working with leaders.

Summary of Services by Cohort and By School
Across the full year, school leaders from across the cohort and each individual school will receive a range of professional learning and coaching supports, all targeted to building their capacity to support teachers with content-specific planning and feedback. Leaders in the cohort and individual schools will receive the following number of services on average:

- **Services per Cohort (Leaders Working Together Across Schools)**
    - Virtual launch meeting
    - In person Leadership Summit
    - Three progress monitoring and planning for improvement meetings
    - Two onsite action planning and work sessions on professional learning conditions
    - Four content team meetings (per content area)
    - End of Year Virtual Stepback and planning for summer
- **Services per School**
    - Three onsite leader coaching days, including classroom observations, modeling professional learning sessions, and observing leaders in practice
    - 5 hours of individual coaching for the principal
    - 5 hours of individual coaching per content leader (instructional coach, teacher leader)

Additional Services Available - Teacher Professional Development
For many partners, we also provide large group On-Site teacher professional development at targeted moments in the year, in alignment with the instructional improvement priorities that we've identified from our diagnosis. Ahead of school starting, we often provide

curriculum-specific internalization practice for teachers, exploring the first unit of the curriculum and building their proficiency with curriculum-specific planning. During the school year, we may provide professional development on a specific area of instructional improvement, such as scaffolding student learning in math without reducing the focus on a grade-level standard. In other cases, we model specific teacher planning strategies - such as reviewing student work to identify areas for re-teaching or instructional improvement - with teachers as an introduction to work they will continue with their school-level leaders.

Additional Services Available - District Leader Coherence Support

In working with larger school systems across the country, we have seen the importance of aligning district level expectations, protocols, and supports with the professional learning and services offered at the school level. Without that alignment, school leaders and instructional coaches may receive inconsistent demands, tools, or feedback from multiple district leadership offices. These inconsistent expectations either lead to unrealistic workloads or poor quality implementation as leaders try to process the range of demands. To avoid this inconsistency of district expectations and build coherence across district guidance and school-level initiatives, we have developed a range of services focused on district leader alignment. Further, these services, through the coordinated and aligned efforts of district and school leaders can result in richer learning opportunities for students. The following table presents possible district-level services available as add ons to school-level services:

Service	Description	Aligned Cost Element
District Progress Monitoring and Planning	Prepare and review summaries of diagnosis or progress monitoring data across all schools and cohorts. Develop action plans at the district level, in particular setting consistent expectations for instructional leader responsibilities or professional learning structures (schedule, protocols) across schools. Progress monitoring helps to ensure continuous improvement to help identify and overcome challenges.	On-Site Coaching for Small Groups
District Coherence and Alignment Session	Review all relevant district initiatives, district supports (facilitators, professional development) and external partner services for alignment. Confirm the focused list of district priorities, instructional improvement strategies, and required tools that all schools must implement. Identify areas of misalignment or overlapping/conflicting supports and make decisions to address	On-Site Coaching for Small Groups
System Leader	Virtual one-on-one coaching sessions for relevant	Virtual

Coaching	system leaders (Academics, Regional Directors) to plan out change management and communication steps in support of district coherence or managing the implementation of the school-level action plans	Coaching for Small Groups
System Leader Professional Development	Large group professional learning and practice for system-level staff that provide coaching and direction to schools (district level facilitators.) Share updates to district supports and tools/protocols in order to align supports to schools. Practice coaching for school leaders or monitoring the quality of implementation at schools	On-Site Professional Development

Data Gathering and Management Plan

Instruction Partners is a capacity-building organization focused on targeted instructional improvement and leadership development. We support school and district leaders in providing effective feedback to teachers aligned to curriculum, strengthening curriculum-based professional learning systems, and modeling implementation practices that build instructional coherence across roles. Our goals span multiple measures—including participant satisfaction, improved instructional leadership practices, instructional change, and student learning outcomes—and we track progress on these measures throughout the year to inform the focus of our short cycle action plans and professional learning experiences. We work with school leaders to summarize progress against each of these measures at the end of a short cycle, and we also provide overviews of progress and next steps to system leaders to support coherence with other district initiatives and goals.

As part of our service model, we gather and analyze the following data sources throughout the school year.

Outcome 1: Increased Leadership Capacity and Clarity of Action Plan

> **Goal:** Following our support, school and district leaders will report increased confidence and capacity as instructional leaders. After participating in action planning and progress monitoring, leaders will report clarity and confidence in the developed action plans and their role as leaders within the plan. Survey data will reflect an average of 85% Agree and/or Strongly Agree on the following items:
>
> - *"I have a better understanding of the state of instruction than I did before the instructional diagnosis."* (Administered after each onsite day)
> - *"As a result of Instruction Partners' support, I feel more equipped to improve instruction."* (Administered throughout the year)

- *"I am clear about the change we seek to see in teacher practice and student learning."* (Administered after action planning)

- *"I feel clear about my roles and responsibilities in implementing the plan."*

- *"I am confident that if we implement the plan, we will achieve our goals."*

Rationale: These instruments measure high-leverage touchpoints to ensure satisfaction and effectiveness at each phase. We use this data to quickly adjust professional learning design and facilitation as needed. Short-cycle action planning (typically 8–10 weeks) structures incremental, measurable improvement. Our support ensures that leaders are confident, aligned, and committed to implementation.

Outcome 2: Improved Conditions for Professional Learning

Goal: Through our short cycle action plans and school leader change management efforts, we see measurable improvements in conditions for teacher support, including dedicated time, clear vision for teacher planning and coaching, clarity of roles for school leaders and teacher leaders, and defined protocols for planning and feedback. We use our Professional Learning Conditions and Practices rubrics (Included in Appendix to Tab III) to measure beginning of year, middle of year, and end of year status of these conditions.

- *"I am clear about the change we seek to see in teacher practice and student learning."*

- *"I feel clear about my roles and responsibilities in implementing the plan."*

- *"I am confident that if we implement the plan, we will achieve our goals."*

Rationale: Effective teacher professional learning requires these conditions to be in place, so that principals, instructional coaches, and teacher leaders have the time, clarity of expectations, and guidance for teacher support.

Outcome 3: Effective Instructional Leadership Practices

Goal: School leaders demonstrate consistent and quality implementation of instructional leadership practices and teacher professional learning supports.

Rationale: We build the capacity of leaders to provide regular, job-embedded, and content-specific supports to teachers, since school-level leaders (principals, assistant principals, coaches, teacher leaders) are able to provide consistent and ongoing support to teachers that leads to instructional improvement.

Example Instructional Leadership Practice Measures:

- Schedules and trackers of teacher team meetings and/or classroom observations and feedback meetings to track the frequency of teacher supports

- Observation rubrics for curriculum-specific lesson internalization, student work/data analysis sessions, or teacher feedback conversations that measure the quality of facilitation and focus on key content strategies from the curriculum

Outcome 4: Improvement in Instructional Practice

Goal: Over the course of the school year, schools will demonstrate:

- A **12% increase** in positive indicators on the Instructional Practice Guide leveraged by Knox County Schools rubric from fall to spring

Rationale: The IPG (developed by Student Achievement Partners originally and modified by the Tennessee Department of Education) assesses instruction aligned to the standards and the **Instructional Core**. By reviewing multiple classrooms across the year and building the skills of school leaders to also review instruction using the IPG, we gain a clear understanding of the quality of daily instruction in the content area.

Outcome 5: Improvement in Student Learning

Goal: Over the course of the school year, we also track and analyze any available student-level data on learning:

- In early literacy classrooms, we review early literacy universal screener data - such as AimsWeb - at the beginning, middle, and end of the year. We track the percentage of students meeting grade level expectations as well as reductions in the percent of students in the bottom quartile.
- For other content areas and grade spans, we work with school leaders to review interim assessment data along with samples of student work to monitor student learning and inform our short cycle plans.

Rationale: All of our support for leaders - and their direct work with teachers - is in service of improving student learning. By regularly reviewing available student learning data and student work, we can target specific instructional improvement needs with teacher teams while also tracking the impact of our overall improvement plans.

Management Plan

Throughout the year, we use data from the measures outlined above in order to manage the focus and quality of our service delivery. In the beginning of the school year, we conduct baseline assessments of professional learning conditions, instructional leadership practices, and the quality of daily classroom instruction. We also review teacher and student climate surveys and often conduct teacher and student focus groups to understand teacher experience with professional learning and student experience in the classroom. We then use all of that diagnostic data with our partner school leaders to identify the highest priority areas for improvement and develop the specific short cycle improvement plans for each cohort of schools.

During each short cycle, our Directors of Instructional Support review all session designs for alignment to the short cycle action plan. We also ensure that existing district tools and protocols and especially the adopted district curriculum are used in the design of every session we develop for leaders and teachers, to ensure that all professional learning is aligned to the context and the required content for student learning. We then review all participant surveys and comments for any of our professional learning experiences to capture any feedback and identify opportunities for us to improve our practice.

At the end of each short cycle, we measure progress to our goals for improved professional learning conditions and instructional leader practice. We review implementation data and observe leaders as they facilitate teacher team meetings, conduct teacher feedback conversations, and lead teachers in data and student work analysis. We then bring that progress monitoring data to our end of cycle meetings with school leaders to review for challenges and areas for improvement. For large district partners, we can also develop updates and summaries of progress across all schools we support.

We model this attention to short cycles of continuous improvement and continued practice in our own internal management for Instruction Partners staff. Each of our Managing Directors of Instructional Support leads partner-specific reflections around the data sources noted above with our teams, to identify successes and challenges and inform internal professional learning and practice. Our teams regularly review session designs and practice facilitation internally in order to gather feedback and revise ahead of partner delivery. We also use insights from the progress data to inform the content of monthly internal professional learning sessions for our staff.

Instruction Partners is committed to supporting Knox County Schools with a coherent, research-based model that builds enduring instructional leadership capacity and improves instruction systemwide. By aligning our approach with the district's strategic goals and leveraging existing priorities–such as high-quality instructional materials, effective professional learning systems, and rigorous use of student data–we help leaders build conditions for improvement that last beyond our engagement. Our partnership model, described in detail throughout Tab III and operationalized in Tab IV, is grounded in continuous improvement, content specificity, and collaborative change. We look forward to continuing to partner with Knox County Schools to help realize the district's vision of success for every student.

Tab V: Experience & References

Knox County RFP #3667 - Evidence-Based Instruction Strategies Consulting

About Instruction Partners

Instruction Partners is a nonprofit organization focused on improving instructional leadership and ensuring that all students receive high-quality, standards-aligned instruction. Since 2015, we have partnered with over 250 school districts, charter networks, and state education agencies across more than 20 states.

Our services include:

- Instructional leadership development
- Curriculum-based professional learning
- Comprehensive needs assessments and instructional diagnostics
- Capacity-building for school improvement systems
- High-quality instructional materials (HQIM) implementation support
- System-level planning and leadership coaching

We use a consistent service framework—**Diagnose** → **Action Plan** → **Capacity Build**—to anchor improvement efforts in evidence, connect them to actionable next steps, and sustain them through leadership development.

Headquartered in Nashville, Tennessee, Instruction Partners operates a fully remote service model with staff located across the country to support our partners effectively.

Instruction Partners brings a highly qualified, mission-driven team with deep expertise in instructional leadership and improving student outcomes. Our team includes former educators, instructional coaches, and system leaders with experience spanning classroom instruction, school leadership, and district-wide implementation. Team members bring:

- A master's degree or higher in Educational Leadership or a related field
- Extensive experience designing and delivering professional learning for teachers, coaches, and leaders

- Deep content knowledge in college- and career-ready standards and high-quality instructional materials (HQIM)
- Proven success in coaching leaders to improve instruction and student achievement
- Strong understanding of adult learning theory and facilitation practices
- The ability to manage complex implementation efforts across diverse educational contexts

We staff each engagement with a cross-functional team tailored to the local context and scope of services. Every team member assigned to this project has a strong record of supporting standards-aligned instruction, building professional learning systems, and implementing strategies aligned with the Multi-Tiered System of Supports (MTSS).

Our team brings valuable regional experience within Tennessee. Several team members have supported school systems throughout the state and are familiar with Tennessee's academic priorities and policy landscape.

All Instruction Partners staff receive ongoing training and coaching to remain current with research-based practices and the evolving needs of our partners.

For Knox County Schools, our proposed team includes content specialists, professional learning designers, and instructional leadership coaches prepared to support improvement efforts at scale. This includes:

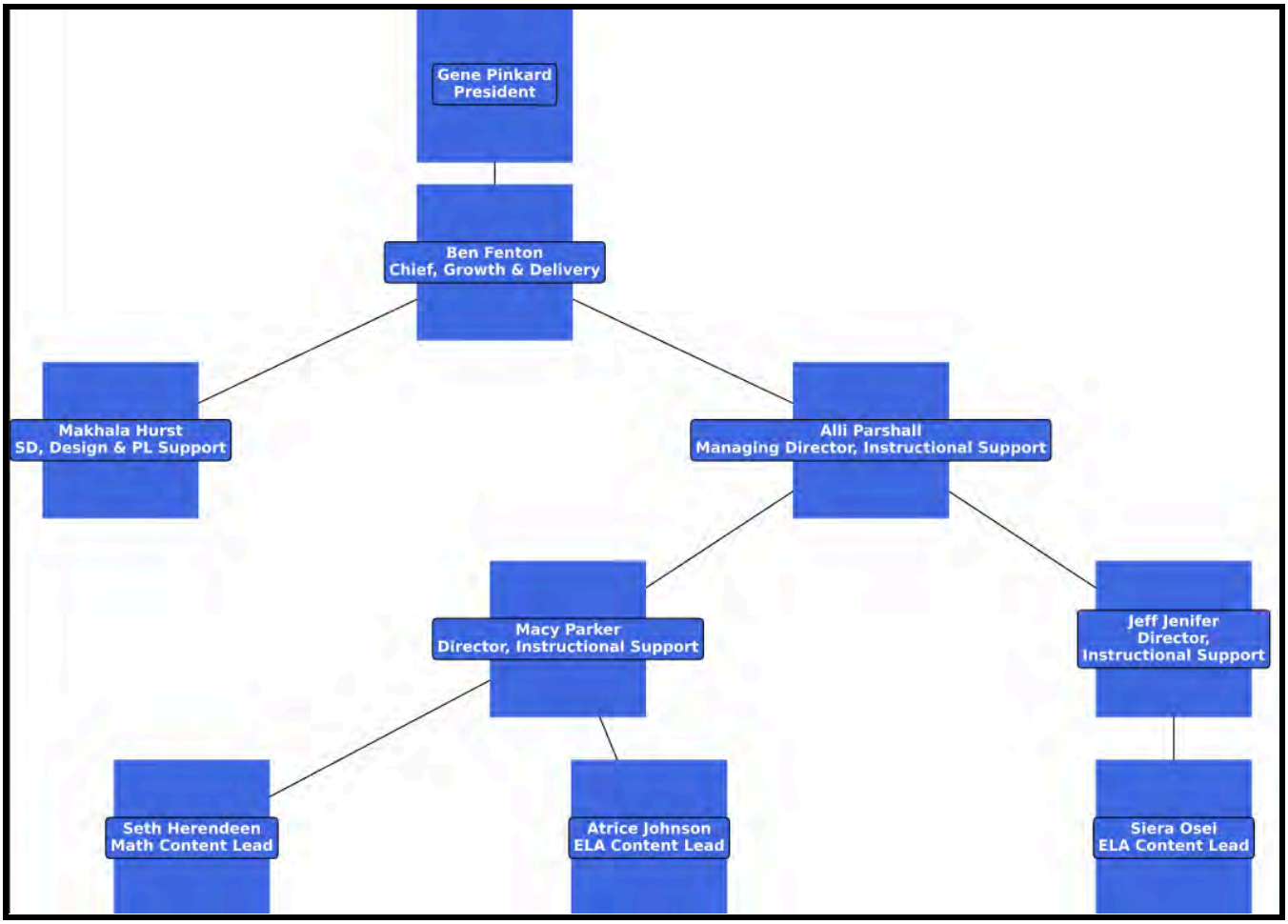
- Leading curriculum-aligned professional learning for ELA and math educators
- Conducting instructional diagnostics and classroom walk-throughs with aligned follow-up support
- Partnering with school and district leaders to strengthen instructional systems and student outcomes

Key Personnel

Team Structure and Content Expertise

At Instruction Partners, we structure our team to ensure deep content-specific expertise aligned to partner needs. Our core academic team includes specialists in ELA and math who provide system-level and school-based support. In addition, we have a dedicated Early Literacy team with expertise in foundational skills and the Science of Reading. The following organizational charts and bios highlight the individuals supporting this work, organized first by ELA and math support and then by our Early Literacy team.

Senior Leaders & ELA and Math Team



Gene Pinkard, President
Years with Instruction Partners: Less than 1 year (since March 2025)
Advanced Degree: M.Ed. in School Administration, Trinity University, Washington, D.C.
Role on Project: Executive sponsor responsible for ensuring strategic alignment, quality assurance, and overall impact across all project components

Gene Pinkard is a nationally recognized leader in instructional systems, principal supervision, and education policy. As President of Instruction Partners, he oversees all programmatic and operational functions to ensure high-impact instructional support for schools and systems nationwide. Prior to joining Instruction Partners, Gene served as Director of K–12 Leadership at the Aspen Institute Education & Society Program, where he shaped national dialogue on school leadership and led influential work on the conditions for effective instructional

leadership. He also held multiple senior leadership roles in DC Public Schools, including Chief of School Design and Continuous Improvement and Instructional Superintendent.

Gene has authored and co-authored several publications that continue to inform leadership development, system strategy, and instructional coherence across the country, including:

- *Building Conditions for Instructional Leadership in Urban School Systems* (Aspen Institute)
- *Six Conditions for Effective Principal Supervision* (Aspen Institute)
- *The Role of Principal Supervisors in Leading Equity* (Aspen Institute)

He also served as a contributing editor and featured speaker for Aspen's *Leading for Equity* webinar and podcast series. Gene brings national expertise in aligning leadership systems to instructional priorities and will serve as the executive sponsor for this partnership, ensuring strategic coherence and a focus on sustainable impact.

Ben Fenton, Chief, Growth & Delivery
Years with Instruction Partners: 7
Advanced Degree: M.Ed., Harvard Graduate School of Business Administration
Role on Project: Senior advisor responsible for system-level strategy, alignment, and quality assurance

Ben Fenton is a nationally recognized expert in school leadership, instructional systems design, and education policy. He brings more than 25 years of experience supporting states, districts, and school systems in building instructional leadership capacity and improving student outcomes. At Instruction Partners, Ben leads service delivery and partnership strategy, ensuring effective implementation and impact at scale across diverse educational contexts.

Prior to joining Instruction Partners, Ben co-founded New Leaders, where he led the development of nationally adopted frameworks for principal effectiveness, district conditions for school improvement, and instructional leadership development. He is the author or co-author of several influential publications, including:

- *Breakthrough Principals: A Step-by-Step Guide to Building Stronger Schools* (Jossey-Bass, 2016)
- *The School Leadership Playbook: A Field Guide for Dramatic Improvement* (Jossey-Bass, 2015)
- *Great Principals at Scale: Creating District Conditions that Enable All Principals to Be Effective* (New Leaders, 2013)
- *Principal Evaluation Handbook* (New Leaders, 2012)

- *Taking Up the Challenge of Urban Schools* (ASCD Express, 2009), a 10-part series on turnaround leadership

Ben's work has informed leadership development programs, state policy guidance, and district improvement strategies across the country. For the Knox County partnership, he will provide senior-level strategic oversight and ensure that project implementation aligns with system-level instructional priorities.

Makhala Hurst, Senior Director, Design, Professional Learning & Support
Years with Instruction Partners: 6
Advanced Degree: M.Ed., University of Houston
Role on Project: Lead designer of professional learning structures and school conditions for instructional improvement

Makhala Hurst is a seasoned service designer and strategic leader in adult learning, instructional coaching, and systems-level instructional design. At Instruction Partners, she leads the creation of professional learning experiences that support instructional practice change and long-term system improvement.

Makhala is the architect of the **Professional Learning Conditions and Practices (PLCP)** framework, a nationally used toolset that defines the school-level conditions essential for implementing high-quality instruction and curriculum with fidelity. Grounded in research-based principles, the PLCP emphasizes classroom-level application, alignment to instructional priorities, and accountability for sustained improvement. The framework and accompanying implementation tools are included in the **Appendix** of this proposal.

Her expertise is grounded in prior roles as a resident principal, instructional coach, and professional learning manager. Before joining Instruction Partners, Makhala led professional learning and coaching systems at YES Prep, where she designed supports for novice teachers and facilitated leadership learning across schools.

For Knox County Schools, Makhala will lead the design and implementation of cohort-based learning structures, aligned professional learning systems, and tools that support strong instructional conditions across schools.

Allison Parshall, Managing Director, Instructional Support
Years with Instruction Partners: 5
Advanced Degree: M.Ed., Vanderbilt University
Role on Project: Project lead and point of contact for day-to-day partnership management

Allison Parshall brings more than a decade of experience in school leadership, instructional coaching, and systems-level support. As Managing Director of Instructional Support at Instruction Partners, she leads multi-state teams in delivering curriculum-based professional learning, instructional diagnostics, and leadership capacity-building aligned to high-quality instructional materials (HQIM) and Multi-Tiered Systems of Support (MTSS).

Before joining Instruction Partners, Alli served as an Assistant Principal and instructional coach, where she led teacher development, data-driven instruction, and schoolwide professional learning systems. Her current work focuses on strengthening district-wide instructional practices through strategic implementation support and job-embedded leadership coaching.

For the Knox County engagement, Alli will serve as the project lead and primary point of contact, managing all aspects of implementation and coordination. She will ensure that professional learning experiences and support structures are aligned to the district's goals and result in measurable improvements in instructional practice and student outcomes.

Macy Parker, Director, Instructional Support
Years with Instruction Partners: 4
Advanced Degree: M.Ed., Lipscomb University
Role on Project: Lead for collaborative planning and school-based coaching systems

Macy Parker is an instructional systems expert with deep experience supporting school and system leaders in implementing high-impact, evidence-based instructional practices. As a Director of Instructional Support at Instruction Partners, Macy specializes in designing and implementing observation and feedback structures, collaborative planning routines, and school-based professional learning systems.

Her background includes roles as an instructional coach and systems leader, where she developed coaching models, facilitated instructional walkthroughs, and led data-driven improvement cycles in support of stronger teaching and learning. Macy brings a practical lens to supporting leaders in translating strategy into day-to-day practice.

For Knox County Schools, Macy will lead efforts related to collaborative planning, instructional walkthroughs, and implementation support. She will coach school leaders in building and sustaining school-based professional learning systems that improve instructional practice and drive student achievement.

Seth Herendeen, Math Content Lead
Years with Instruction Partners: 3

Advanced Degree: M.Ed., Relay Graduate School of Education
Role on Project: Lead for math content support and data-informed instructional planning

Seth Herendeen is an experienced math educator and instructional coach who partners with school systems to strengthen math instruction, teacher capacity, and student outcomes. With certifications in both mathematics and social studies, Seth brings a versatile background as a teacher, coach, and curriculum designer, with particular expertise in assessment design and intervention strategies.

At Instruction Partners, Seth leads curriculum-aligned professional learning and supports school and district leaders in using instructional data to drive improvement. His work focuses on building coherence between standards, instructional materials, assessments, and day-to-day instruction.

For Knox County Schools, Seth will lead professional learning and coaching related to math content. He will facilitate sessions aligned to high-quality instructional materials and support school teams in using data to make informed instructional decisions that improve student learning.

Dr. Artrice Johnson, ELA Content Lead
Years with Instruction Partners: 3
Advanced Degree: Ed.D., University of Memphis
Role on Project: Lead for ELA content support and curriculum-aligned professional learning

Dr. Artrice Johnson is a nationally respected literacy leader with over a decade of experience in English Language Arts (ELA) instruction, coaching, and curriculum development. At Instruction Partners, she leads ELA-focused professional learning and supports school and system leaders with the implementation of high-quality instructional materials (HQIM).

Her prior work includes leading curriculum strategy, teacher development, and ELA coaching at KIPP, where she supported educators across multiple grade levels. Dr. Johnson is known for her expertise in aligning instructional practices to rigorous standards and advancing effective literacy leadership practices across schools and systems.

For Knox County Schools, Dr. Johnson will lead ELA content support, including facilitation of curriculum-aligned professional learning, coaching on instructional planning, and guidance on improving literacy instruction systemwide.

Jeff Jenifer, Director, Instructional Support
Years with Instruction Partners: 2

Advanced Degree: M.A.T., Johns Hopkins University
Role on Project: School-level leadership coach and support lead for instructional diagnostics

Jeff Jenifer is an accomplished instructional leader with a strong record of driving school improvement through leadership coaching, data-informed planning, and instructional systems development. Prior to joining Instruction Partners, Jeff served as Principal at KIPP Memphis, where he led significant gains in student achievement and school culture. He also served as a faculty member for the KIPP Foundation, where he specialized in leadership development, team performance, and instructional equity.

At Instruction Partners, Jeff partners with school and district leaders to design and implement strategies that strengthen instructional leadership and improve classroom practice. His coaching is grounded in real-time data use, collaborative planning, and high-impact instructional walk-throughs.

For Knox County Schools, Jeff will serve as a leadership coach focused on school-level instructional improvement. He will facilitate instructional diagnostics, support data reviews, and provide targeted follow-up coaching aligned to Knox's instructional priorities.

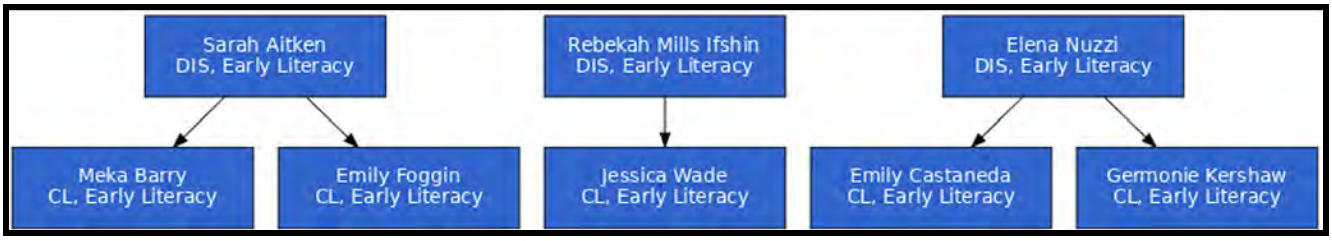
Siera Osei, ELA Content Lead
Years with Instruction Partners: 2
Advanced Degree: M.Ed., George Mason University
Role on Project: ELA content support and leadership coaching

Siera Osei is an experienced instructional coach and ELA specialist who partners with school and district leaders to strengthen instruction and drive student achievement. With a background spanning classroom teaching, district-level leadership, and systems coaching, Siera brings deep expertise in supporting evidence-based instructional improvement and curriculum-aligned professional learning.

Her work focuses on building educator capacity through the facilitation of high-impact professional learning and leadership coaching. She brings a particular strength in guiding teams through instructional shifts, supporting the adoption of high-quality instructional materials, and fostering effective change management strategies.

For Knox County Schools, Siera will lead ELA-focused professional learning and coach leaders on implementing curriculum-aligned instructional practices that support improved outcomes for all students.

Early LIteracy Team



Sarah Aitken, Director, Instructional Support, Early Literacy
Years with Instruction Partners: 2
Advanced Degree: M.S., School Administration and Supervision, University of Memphis
Role on Project: Early literacy systems design and leadership coaching

Sarah Aitken is a seasoned instructional leader with deep expertise in early literacy, foundational skills, and systems-level instructional improvement. Before joining Instruction Partners, Sarah served as Director of Elementary Education in Haywood County Schools, where she led the district's implementation of ELA, foundational skills, math, and science curricula. Her leadership transformed early reading instruction through strategic use of the Science of Reading, targeted professional learning, and the development of instructional leadership teams.

At Instruction Partners, Sarah leads a cross-functional team supporting foundational skills implementation across 30 schools. She partners with district and school leaders to strengthen early literacy practices using a research-based framework and data-driven continuous improvement. Her work emphasizes coherence between curriculum, instruction, and leadership practices that drive meaningful change for early readers.

For Knox County Schools, Sarah will provide strategic guidance on foundational literacy systems and coach leaders on implementing practices that improve early reading outcomes at scale.

Rebekah Mills Ifshin, Director, Instructional Support, Early Literacy
Years with Instruction Partners: 2
Advanced Degree: M.A.T., Elementary Education, Relay Graduate School of Education
Role on Project: Early literacy professional learning and school-based coaching

Rebekah Mills Ifshin is an accomplished instructional leader with extensive experience improving early literacy outcomes through high-impact coaching, data-driven decision-making, and Science of Reading-aligned instruction. Her leadership spans school- and system-level roles, including serving as a literacy director, assistant principal, and instructional coach across several high-needs contexts.

At Instruction Partners, Rebekah supports schools in implementing foundational literacy practices, offering job-embedded coaching and facilitating professional learning tailored to the needs of early grades educators. Her expertise includes curriculum implementation,

progress monitoring using tools like DIBELS and Acadience, and the development of literacy leadership capacity among teachers and school leaders.

For Knox County Schools, Rebekah will design and deliver professional learning and coaching that equips educators to implement evidence-based early literacy practices, with an emphasis on sustainability and student-centered growth.

Elena Nuzzi, Director, Instructional Support, Early Literacy
Years with Instruction Partners: 3
Advanced Degree: M.S., Childhood and Special Education, Long Island University
Role on Project: Foundational skills instruction, professional learning, and instructional coaching

Elena Nuzzi is an experienced early literacy specialist and instructional coach with deep expertise in foundational reading skills, content-aligned professional learning, and equity-centered coaching. With a background spanning classroom teaching, school leadership, and state-level curriculum review, Elena brings a systems-level lens to strengthening instruction in early grades.

At Instruction Partners, Elena designs and facilitates professional development, leads instructional walkthroughs, and supports leaders and teachers with data-informed coaching aligned to the Science of Reading. Her previous work includes leading dramatic literacy growth in K–2 classrooms, with over half of students moving from below grade level to proficiency in a single year. She has also served as a curriculum reviewer for the Louisiana Department of Education and has held instructional leadership roles across New Orleans schools.

For Knox County Schools, Elena will lead early literacy coaching and professional learning, supporting educators in implementing high-quality instructional materials and research-based foundational skills practices to ensure all students are reading on grade level.

Meka Barry, Content Lead, Early Literacy
Years with Instruction Partners: 3 (plus prior consulting experience)
Advanced Degree: Ed.S., Education Administration & Supervision, Lincoln Memorial University
Role on Project: Early literacy instructional coaching and professional development facilitation

Meka Barry is a veteran educator and early literacy expert with over 15 years of experience supporting instructional improvement across classrooms, districts, and state agencies. Her background spans classroom teaching, curriculum design, intervention, and systems-level coaching. She has served in key roles for the Tennessee and Kentucky Departments of Education, as well as with national education organizations such as SCORE and Teach Plus.

At Instruction Partners, Meka serves as a Content Lead, supporting foundational literacy implementation through job-embedded coaching, model lessons, and professional learning design. She brings deep expertise in early childhood education, reading intervention, and curriculum-aligned instruction. Meka's strengths lie in her ability to translate complex literacy research into practical strategies for teachers and leaders, driving measurable improvements in student outcomes.

For Knox County Schools, Meka will provide coaching and professional development focused on early literacy instruction, supporting educators to build strong foundations in reading for all students.

Emily Foggin, Content Lead, Early Literacy
Years with Instruction Partners: 1
Advanced Degree: M.A.T., Lee University
Role on Project: Early literacy instructional coaching and professional development

Emily Foggin is a dedicated instructional facilitator and early literacy coach with over 15 years of experience in primary education. Based in Tennessee, she has served as a classroom teacher, RTI facilitator, and district-level ELA content lead. Emily is known for her deep knowledge of foundational skills, the Science of Reading, and her skillful use of the Instructional Practice Guide (IPG) to improve classroom instruction.

In her work with Cleveland City Schools, Emily supports educators in strengthening Tier 1 and Tier 2 instruction through coaching, data analysis, and collaborative planning. She also leads professional development at the district and state level, designing content that aligns with instructional goals and pacing guidance.

For Knox County Schools, Emily will support teachers and leaders through coaching and professional learning, helping them implement strong early literacy practices grounded in research and tailored to student needs.

Jessica Wade, Content Lead, Early Literacy
Years with Instruction Partners: 1
Advanced Degree: M.S., Educational Leadership, Western Governors University
Role on Project: Early literacy implementation support, foundational skills coaching, and professional learning

Jessica Wade is a skilled early literacy coach and instructional content expert with a strong track record in supporting foundational literacy practices across schools and systems. With over a decade of experience in classroom teaching, RTI coordination, and state-level program design, she brings a deep understanding of high-quality instructional materials and learning acceleration strategies.

Prior to joining Instruction Partners, Jessica led the statewide ELA content development and tutoring strategy for the Tennessee Department of Education through TN ALL Corps, designing professional learning and targeted supports grounded in the Science of Reading.

Her work has focused on integrating phonics, fluency, and comprehension instruction with strong progress monitoring systems and data-driven decision making.

At Instruction Partners, Jessica supports partners through classroom observations, coaching, and the development of professional learning experiences tailored to foundational skills. She brings particular expertise in supporting districts to implement curriculum with fidelity and build sustainable systems for early literacy growth.

For Knox County Schools, Jessica will provide direct coaching and foundational literacy support to teachers and leaders, ensuring early readers receive high-impact instruction grounded in research and aligned with district priorities.

Emily Castaneda, Content Lead, Early Literacy
Years with Instruction Partners: 1
Advanced Degree: M.Ed., Educational Leadership, University of North Texas
Role on Project: Early literacy coaching, professional development, and curriculum implementation support

Emily Castaneda is an experienced early literacy leader and instructional coach with a strong background in school improvement, curriculum implementation, and professional learning design. Her leadership experience includes serving as an assistant principal and instructional coach in Tennessee and Texas, where she led campus-wide strategies aligned to the Science of Teaching Reading and Multi-Tiered Systems of Support (MTSS).

At Instruction Partners, Emily supports school and district teams through targeted walkthroughs, job-embedded coaching, and the design of professional development focused on early literacy. She partners shoulder-to-shoulder with leaders and instructional coaches to strengthen PLCs, feedback cycles, and content-aligned instructional practice.

For Knox County Schools, Emily will provide coaching and professional learning aligned to foundational skills and early reading instruction, supporting strong implementation of high-quality instructional materials and systems for continuous improvement.

Germonie Kershaw, Content Lead, Early Literacy
Years with Instruction Partners: 1
Advanced Degree: M.A., Educational Leadership, Queens University of Charlotte
Role on Project: Instructional coaching, early literacy professional learning, and curriculum implementation

Germonie Kershaw is a results-driven early literacy expert and instructional coach with a proven record of accelerating student achievement through strategic, data-driven instructional leadership. She brings deep experience as an elementary educator, assistant principal, and systems-level leader supporting foundational reading practices across schools.

Prior to joining Instruction Partners, Germonie led K–2 ELA initiatives as an assistant principal, supporting over 25 staff members in improving early literacy outcomes. Her

leadership contributed to record-setting student gains—including raising kindergarten proficiency to 95% on state assessments in just one year. She has successfully launched high-impact tutoring programs, implemented new early literacy curricula, and built leadership capacity through personalized coaching and PLC facilitation.

At Instruction Partners, Germonie supports districts with walkthroughs, coaching cycles, and professional learning rooted in the Science of Reading. For Knox County Schools, she will partner with leaders and educators to implement high-quality instructional materials and foundational skills instruction that drives sustainable improvement in early reading outcomes.

Relevant Project Experience

Instruction Partners has extensive experience leading school improvement work with districts and state agencies of varying size and scale that is directly aligned to the goals of Knox County. Recent examples include:

Jackson Public Schools (Mississippi)

Instruction Partners has supported Jackson Public Schools in Mississippi with district-wide curriculum implementation, leadership team capacity-building, and instructional improvement coaching. This work has included system-wide planning, leadership coaching, and job-embedded support for content-specific professional learning and instructional leadership teams across schools.

Bessemer City Schools (Alabama)

Instruction Partners has partnered with Bessemer City Schools to implement cohort-based leadership development, instructional walkthroughs, and student work analysis protocols aligned to high-quality instructional materials. The service design for Bessemer is highly aligned to the cohort model being proposed for Knox County.

West Contra Costa Unified School District (California)

Instruction Partners has supported West Contra Costa USD in implementing system-wide HQIM adoption and leadership coaching to strengthen instructional coherence. This work has included district-level planning, leadership coaching, and school-level instructional improvement strategies aligned to district instructional priorities.

Tennessee Statewide Partnerships

Instruction Partners has worked extensively across Tennessee, partnering with multiple districts and regional agencies to implement comprehensive needs assessments, HQIM implementation, and leadership team coaching aligned to the Tennessee IPG and statewide

school improvement priorities. Our experience in Tennessee provides strong alignment to the Knox County context.

EUGENE PINKARD, JR.

8214 Garland Avenue ▪ Takoma Park MD 20912
eugenepinkard@gmail.com ▪ 202 270 9598

Executive Summary

I am here because I believe education is an engine for justice, and every student has the capacity and right to shape their world. I consider leadership to be stewardship; an honor every day to be entrusted with important work. And frankly, I enjoy the complexity and variability of tackling all of this for students and adults alike.

Impact and Experience

President, *Instruction Partners* *March 2025-Present*

- Directs all operational and programmatic functions for a $25M national nonprofit, spearheading instructional support initiatives for school leaders and ensuring alignment with strategic goals.
- Manages and mentors a leadership team of Chiefs, overseeing all internal departments including programs, finance, development, and communications.
- Drives significant growth in organizational impact and reach, expanding instructional support services to new districts/regions and impacting thousands of school leaders.
- Collaborates directly with the CEO to develop and execute strategic plans, enhancing program effectiveness and stakeholder satisfaction.
- Oversees financial stewardship, managing a $25M annual budget and ensuring fiscal health and sustainability.
- Cultivates key partnerships with national educational organizations, funders, and policymakers to advance the nonprofit's mission and secure critical resources.
- Leads organizational change initiatives to optimize operational efficiency and enhance service delivery, strengthening the nonprofit's position as a national leader in instructional support.

Director, K-12 Leadership, Aspen Education & Society Program 2019-2025

- Key partner in overall strategy, delivery, and management for national nonprofit committed to shaping equitable, research-based educational leadership on a national scale
- Primary responsibility for strategy and programming for practitioner experiences and resources, including roughly $2m in budget and funding
- Framer of national dialogue and advisor for senior district leaders and national education non-profit leaders on strategy and systems
- Author, speaker, and editor for public content on emergent and priority issues in public education through white papers, webinars, national presentations, and podcast series
- Liaise with philanthropic partners to the Education & Society program and overall Institute; responsible for over $2m in philanthropic funding
- Lead teams of staff and consultants running multiple networks and learning communities for senior leaders from prominent districts and national education orgs, serving over two million students

Chief, School Design and Continuous Improvement, District of Columbia Public Schools 2017-2019

- Office comprised turnaround, portfolio growth, enrollment, innovation, partnerships, data systems
- Strategic lead and manager for district's $15m school transformation and innovation efforts
- Member of the DCPS cabinet and management team, and representative to local and national networks
- Launched school-based innovation and design-thinking initiatives to introduce dynamic learning models
- Advanced proactive strategy reversing enrollment downturn and reaching highest level in a decade
- Managed budgets of $10m+ including School Improvement Grants, central office support and databases

Deputy Chief, School Turnaround and Performance, District of Columbia Public Schools 2015-2017

- Strategic lead and manager for turnaround, intervention, equity and data workstreams
- Member of the DCPS management team and representative to local and national networks
- Developed intervention cluster for eleven high-need schools:

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- School leaders increased their annual goal attainment from 56% to 70% in year one
- Accelerated schools to 2x district in PARCC decreasing students in lowest tier of PARCC

- Revived $6m boys of color programming and launched girls of color initiative
- Served on teams for union contract negotiations and state accountability framework building

Instructional Superintendent – Middle Schools, District of Columbia Public Schools 2014-2016

- Reversed prior years' decline and outpaced district with previously underperforming middle grades cluster in key indicators for two consecutive years:
  - Growth rate and proficiency in district reading assessment, and proficiency in Math
  - Reduction in suspensions in consecutive years, and increase in daily attendance
  - Increase in student satisfaction, assessment completion, teacher engagement in district PD
- Integrated social-emotional research and equity initiatives into principal development

Principal, Marie Reed Elementary School, Washington, DC 2010-2014

- School attained 95th percentile city-wide in state assessments in second year
- Introduced pilot teacher leadership and administrative support models later adopted at district scale
- Promoted teacher-developed lessons and assessments on critical discourse and community engagement
- Initiated Parent-Teacher Associations, administrator learning communities, student engagement groups

Director of Curriculum and Instruction, District of Columbia Public Schools 2009-2010

- Increased district-wide elementary literacy skills monitoring from 56% to 90% on assessment and recovery programs serving nearly 19,000 students
- Represented DCPS in local and national forums on middle grades, school reform, assessment data, and common core instruction

Principal, Maya Angelou Public Charter High School, Washington, DC 2004-2009

- National NWEA MAP R (99th) and M (95th) percentile in assessments by year four
- Earned Middle States Accreditation named and College Board AP Equity and Access model site by adding a grade level, a school climate framework, and establishing a core instruction, including advanced courses
- Developed faculty routines for collaboration, professional development, and teacher leadership
- Managed staffing, professional development, staffing, intervention partnerships, extended-day programming, and boarding programs
- Introduced integrated mental health and content instruction classes for therapeutic support

Education, Publications, Service

Bachelor of Arts (Government, Theology)
Georgetown University, Washington DC

Masters in School Administration
Trinity University, Washington DC

Public Voice

Tomorrow's Principal *podcast series*
Rethinking the Role of the Principal, *Redefining the Role of the Principal*, *Coming Back to Climate*, *Aspen Education & Society Program*
Articles and interviews for *The Hechinger Report, District Administration, Ed Week*
Featured in: *Resilience-Building Schools for At-Risk Youth* (Mulloy, 2014)

Teaching Experience

- Adjunct, American University School of Education, 2018-2020
- Teacher, Archbishop Carroll High School; Washington, DC 1994-99

8214 Garland Avenue ▪ Takoma Park MD 20912
eugene.pinkard@dc.gov ▪ 202 579 5324

- Teacher, Pax College High School; Valkop, South Africa 1993-94

Board Memberships

- Vice Chair, Board of Governors, Folger Shakespeare Library: governance, director search, transition advisor
- Board of Directors, School Leader Lab: Organizational Sustainability Committee
- Board of Trustees, Trinity Washington University
- Board of Directors, Honored: chair, strategic advisor (term ended Spring 2024)

Recent Fellowships and Advisory Roles

- Building Bridges Collaborative, The Fordham Institute – national bipartisan advising group
- Fellow, District of Columbia Seeding Disruption for Equity 2018 – DC based equity fellowship
- Fellow, The Broad Academy, 2018 – selective national cohort for transformative school system leaders
- Additional advisory roles: The Leadership Academy, WestEd, Gates Foundation, Education Strategy Group, Mid-Atlantic Regional Ed Lab, and Urban Institute

BENJAMIN G. FENTON

bgfenton@gmail.com / 917-750-7059

EXPERIENCE

INSTRUCTION PARTNERS, Nashville, TN **2018-present**

Chief Officer, Partnerships

- Improve instructional quality and student outcomes in small, rural districts and charter management organizations by managing all program delivery with school system partners
- Developed and launched a new service line focused on supporting State Education Agencies, with a specific focus on building SEA and regional center capacity to support high-quality curriculum implementation at the district level
- Develop systems and structures to drive organizational learning and improvement through data and technology systems

TURNAROUND FOR CHILDREN, New York, NY **2016-2018**

Senior Advisor, Systemic Impact

- Led the revision of the organization's strategic plan and service model, including updating the organization's theory of action, growth plans, and impact goals
- Developed and launched a new service line that expanded the DC program reach from four schools to more than 20 schools and 40 school leaders across DC Public Schools and KIPP DC

NEW LEADERS, New York, NY **2000 – 2016**

Co-Founder. Co-founder of an innovative non-profit organization that develops transformational leaders for high-poverty schools across the United States. Built and led all operational and site management functions from startup to a $20 million organization over five years. Served as key leader for research, new business lines, and thought leadership.

Chief Strategy Officer (2007 – 2016); Chief Program Officer (2014)

- Founded a consulting unit that helps districts and states design leadership effectiveness systems and policies and builds their capacity to implement these new systems.
    - Sold and delivered more than $4.5 million of consulting engagements since 2010.
    - Led the design and implementation of new principal evaluation systems for the states of Illinois, Connecticut, Minnesota, and Delaware, as well as for the Los Angeles Unified School District.
    - Created a new service line to help major universities implement the principal training approaches developed by New Leaders. To date, redesigned programs are training more than 50 school leaders per year.
- Led an 8-person research and evaluation team to inform program improvement and generate insights and recommendations for the wider education reform community. Developed thought leadership publications for policymakers and school system leaders based on insights from New Leaders' program evaluation and consulting services, including two books published by Jossey-Bass on leadership practices. (See below for brief list of publications.)
- Represented the organization as a national expert on principal evaluation, principal preparation, and principal effectiveness policy and practice. (See below for a representative list of presentations and advisory roles.)

Chief Cities Officer (2003-2006)

- Directed all program delivery and operations across New Leaders principal training sites nationwide, covering six teams, over 30 staff members, and $2-3 million in annual revenue.
- Selected and supported 350+ school leaders across sites. Once placed as principals, their students outperformed similar students in their districts by statistically significant margins, as measured by the RAND Corporation.
- Negotiated and managed formal partnerships with six local school districts, including recommending improvements to their principal development, hiring, and management practices.

Chief Operating Officer (2000-2003)

- Managed all operational functions (finance, HR, IT) while growing the organization from startup to a $20 million organization and from a staff of 5 to more than 100.
- Designed and implemented all financial and human resources systems for a rapidly growing non-profit
- Hired and managed first three local site Executive Directors, responsible for program delivery and local revenue.

MCKINSEY & COMPANY, INC., Pittsburgh, PA **1996 – 1998**

Business Analyst. Built strong foundation of skills in management consulting, strategy formulation, quantitative analysis, and client engagement within a strong team-oriented environment.

- **Marketing Engagements**
  - Evaluated market potential of launching non-branch-based products for regional bank. Modeled net income impact of various sales channels, including adoption rates and profit sharing arrangements.
  - Analyzed new product and market options for diversified chemical company. Valued potential of various markets, performed customer interviews, and developed criteria for final market selection.
- **Operations Engagements**
  - Led 5-person client team focused on reducing maintenance material costs. Modeled ongoing cost impact of supplier bids. Coached client team manager on negotiations with top supplier candidates. Initiated contract that reduced costs by 12% from $35 million base.
  - Identified and modeled bottlenecks in check processing center of regional bank. Implemented new procedures and incentive systems resulting in 28% increase in effective capacity.

THOUGHT LEADERSHIP (Lead Author or Co-Author)

- *The School Leadership Playbook: A Field Guide for Dramatic Improvement*. Jossey-Bass, San Francisco, 2015.
- *Breakthrough Principals: A Step-by-Step Guide to School Improvement*. Jossey-Bass, San Francisco, 2016.
- "Great Principals at Scale: Creating Conditions that Enable All Principals to be Effective", New Leaders, 2013.
- "Cultivating Leadership within the School to Support Common Core Implementation," Institute for the Study of Knowledge Management in Education (ISKME), 2013.
- "Principal Evaluation Handbook", New Leaders, 2012.
- "Taking Up the Challenge of Urban Schools," ASCD Express, a series of 10 columns on turnaround school leadership published by ASCD Express, 2009.

ADVISORY ROLES AND AFFILIATIONS

- Member, National Principal Supervisor Standards Development Team, 2014-15.
- Founding board member, TeachPlus, 2009-2014.
- Member, Louisiana Technical Advisory Committee on Educator Effectiveness, 2011.

PRESENTATIONS AND MEDIA RECOGNITION (Abbreviated List)

- Pearson Conference on Teaching, "How Great Principals Lead Teams of Great Teachers," 2014
- Gates Foundation, School Leadership Conference, "Setting Standards for Principal Quality," 2012
- US Department of Education, Reform Support Network, Presentation on Principal Evaluation Design and Implementation, October, 2012.
- Center for American Progress (CAP), Panel on the Principal Role in Teacher Quality, March, 2011.
- Fordham/CAP, Panel on Innovative Principal Preparation Programs, November, 2010.
- National Governors Association, State Policy Forum, Teacher and Leader Evaluation Policies, June, 2011.
- Featured interview, The Bridgespan Group, "Creating the COO Position," a white paper on leading non-profit chief operating officers, 2009.

EDUCATION

HARVARD GRADUATE SCHOOL OF BUSINESS ADMINISTRATION, Boston, MA **1998 – 2000**

Master in Business Administration, named Baker Scholar as top 5% graduate. Taught first-year economics to undergraduate students; awarded Allyn Young Prize for Teaching Excellence by the economics faculty.

HARVARD-RADCLIFFE COLLEGE, Cambridge, MA **1992 – 1996**

Bachelor of Arts, magna cum laude, in Social Studies. Awarded John Harvard Scholarship, Harvard National Scholarship, and Lowell House Senior Tutor Award. Selected by faculty to serve as peer tutor for Economics.

Makhala Hurst

(510) 277-2964 | makhalahurst@gmail.com | linkedin.com/in/makhalahurst

HIGHLIGHTS

- Leadership Coaching and Management
- Instructional Leadership
- Equity-driven Coaching
- Adult Education & Professional Development
- Teacher Development Program Design
- Vision-driven & Strategic Planning

PROFESSIONAL EXPERIENCE

Instruction Partners *July 2022 - Present*

Director of Professional Learning & Support

- Design impactful professional learning opportunities to support goal achievement at partnership campuses.
- Facilitate engaging adult learning opportunities that lead to change of practice for leaders.
- Create aligned coaching resources to support multiple stakeholders with partnership work.
- Identify the root cause of inequities experienced on campuses, create tangible solutions, and provide coaching and development to campus leaders.

YES Prep Public Schools, Houston, Texas

Resident Principal *July 2021- Present*

- Set, progress monitored, and achieved rigorous student achievement goals to maximize student learning and address immediate learning needs.
- Attracted, hired, and retained top tier talent to ensure a fully staffed campus.
- Developed and managed campus leadership team, teachers, and support staff.
- Formed partnerships with families and the surrounding community to best support the needs of students.
- Planned and executed professional development opportunities for leaders and staff to support campus goals.

Manager of Coaching & Learning *October 2017– July 2021*

- Designed and executed professional development around excellent instructional coaching with a focus on coaching for equity and coaching across lines of difference to best support instructional coaches.
- Developed engaging, relevant, and rigorous coaching and programming structures to support novice teachers at five school districts.
- Managed, developed, and evaluated five instructional coaches in the areas of instructional coaching, leadership development, and facilitation to boost student achievement and teacher effectiveness.
- Coached and managed seven content leads to provide content specific supports and development to accelerate student learning.
- Analyzed instructional coach performance, teacher performance, and student achievement data to plan targeted supports and adjust long-term plans.
- Lead scholarship program and oversaw the budgeting, logistical, and reimbursement systems to award over seventy scholarships to novice teachers.

Diversity Ambassador *August 2017 – Present*

- Executed professional development sessions on the topics of diversity, equity, and inclusion at the system office and various campuses.
- Created targeted professional development and learning experiences aligned to district DEI goals.
  Set goals and monitored progress around district-wide equity initiatives

Instructional Coach *June 2016 - October 2017*

- Reviewed curriculum, observed teachers, analyzed student data, and provided teachers with actionable feedback and instructional coaching.
- Modeled, demonstrated, and co-taught lessons using various instructional and classroom culture best practices.
- Facilitated professional learning opportunities to develop new teachers and improve teaching strategies.

KIPP 3D Academy, Houston, Texas

5th Grade ELA Teacher *August 2013- June 2016*

- Designed weekly, rigorous lesson plans to provide aligned, purposeful, and engaging lessons.
- Implemented a blended-learning classroom using an iPad-based reading program.
- Achieved state assessment goals by analyzing and responding to class data to monitor student progress and provide small group intervention.

EDUCATION & CERTIFICATIONS

University of Houston - Master of Education in Administration and Supervision
University of Southern California - Bachelor of Arts in Political Science
Certifications - Classroom Teacher (Generalist 4-8), Principal Grades K-12

Allison Parshall

916 Maplewood Dr. Columbia MO 65203 (214) 725 - 8227 alli.parshall@gmail.com

EXPERIENCE

Instruction Partners **June 2021 - Present**

Managing Director of Instructional Support *June 2025 - Present*

- Lead a team of 10-12 team members to provide high-quality instructional and leadership support to a portfolio of partners
- Provide feedback and coaching on all aspects of partner service-delivery

Director of Instructional Support

- Lead school and district partners through instructional improvement cycles, including diagnosing strengths and opportunities for growth in current state of instruction, designing short cycle action plans to leverage strengths and address opportunities for growth, and reflecting on outcomes to drive continuous improvement.
- Coach school and district leaders around leading professional learning systems, curriculum implementation, and building level and district level coherence.
- Manage content area experts in design of professional learning experiences for school leaders and teachers to support their growth in content knowledge and executing strong professional learning.

Smilow Prep Charter School - Jackson, MS **June 2017 - May 2021**

Assistant Principal *June 2018 - May 2021*

- Managed and coached 14 literacy and science teachers in the internalization and implementation of rigorous curriculum through coaching meetings, live coaching, and data analysis meetings.
- Developed and led content-based professional development for school, regional, and network teams.
- Led the rollout and implementation of new ELA, science, and reading intervention curricula for the school meeting implementation goals around investment and student achievement.
- Taught seventh grade literacy and saw an increase of 12% proficiency from the previous year.
- Led the literacy team towards annual growth in ELA on the MAP assessments, including a 17.9% gain in 2018.

Science Teacher, Reading Intervention, and Grade-Level Team Leader *June 2017 - May 2018*

- Designed curriculum and assessments aligned to the 5th grade Science MAAP Assessment.
- Increased the pass rate on the test from the year before by 20% and had the highest MAAP data in the school.
- Coached team of teachers around shared instructional and culture systems.

Maureen Joy Charter School - Durham, NC **June 2013 - May 2017**

4th Grade Instructional Coach and Writing Teacher *July 2016 - May 2017*

- Developed 4th grade literacy and writing curriculum and taught writing workshop in each classroom.
- Coached 4th grade teachers through regular observations, executed weekly coaching and data analysis conversations, developed cultural and content-specific PD, and provided unit and lesson plan feedback.
- Led daily, intensive phonics intervention using HillRap Reading Intervention.
- Collaborated with the elementary instructional leadership team around school level instructional and cultural trends and proposed actions.

Grade Level Team Leader *July 2015 - May 2017*

- Created shared culture systems and routines, and I observed team members regularly to norm on classroom culture.
- Conducted weekly observation and feedback meetings with each member on the team.

5th Grade Science Teacher, Reading Intervention *June 2013 - July 2016*

- Developed a curriculum based on the North Carolina standards, created assessments, and analyzed data to effectively teach and prepare students for the End of Grade exam and high school science.
- Students scored the highest on their EOG exams in our school. 2014 (74% passed, which is a 20% increase from previous year)), 2015 (92% passed), 2016 (87% passed). Students exceeded expected growth on the EOG, 2014 - 2016.

Practice Perfect Coordinator/New Teacher Development *August 2015 - June 2016*

- Designed a scope and sequence based on the needs of our new instructional staff and delivered bi-weekly professional learning and observation and feedback.
- Designed and delivered professional learning for the entire staff during Teacher Orientation.

Jim Hill High School/Mississippi Teacher Corps - Jackson, MS **June 2011 - May 2013**

International Baccalaureate Higher Level Biology, Biology II

- Developed daily lesson plans and unit plans, created assessments, and analyzed data to effectively teach and prepare students for their International Baccalaureate exam.
- Oversaw science fair projects for each of my students, sending 27 students to the Regional Science Fair, and 1 to the National Science Fair.

Institute of Southern Jewish Life - Jackson, MS **June 2009 - June 2013**

Education Fellow

- Developed and led sessions and tracks for annual professional development conferences with educators from over 70 communities.
- Developed religious school curriculum and programming for adult and child learners.
- Worked directly with eleven partner communities, offering instructional support, professional development, and programming.

ACCOMPLISHMENTS

Instruction Partners Bunch Award Winner, 2023
Smilow Prep Strive for Excellence Award, 2021
Smilow Prep Golden Eagle Award, 2017, 2018, 2019
Maureen Joy Charter School Teacher of the Year, 2015 - 2016
Fishman Prize for Superlative Classroom Practice Honor Roll, 2015
Nominated STAR Teacher of Mississippi, Spring 2013

EDUCATION

University of Mississippi Graduate School of Education, Oxford, MS

- K-12 Leadership: Educational Specialist, July 2022
- Master of Arts in Curriculum and Instruction, May 2013

Mason (Macy) Parker

2116 Scheffer Ave, St. Paul, MN 55116 | (865) 771-6731| macymparker@gmail.com

EDUCATION

Johns Hopkins University, School of Education — **Baltimore, MD**
Master of Science in Education, GPA 3.95 — May 2021

Davidson College — **Davidson, NC**
Bachelor of Arts, French and Francophone Studies Major and International Studies Minor; Cum Laude — May 2015
GPA 3.62; Major GPA 3.67

PROFESSIONAL EXPERIENCE

Instruction Partners — **Remote**
Associate Director, Instructional Support — July 2023—June 2025
- Led five districts to increased student outcomes across two years through curriculum implementation, improved systems and structures, and ongoing cycles of improvement
- Managed contract deliverables and goals by building capacity and owning strategy both externally with district leaders and internally with math and English content leads

Mathematics Content Lead — July 2022—June 2023
- Collaborated with district leaders, principals, school instructional coaches, and teachers to improve conditions for collaborative planning and observation and feedback in three school districts nationwide
- Exceeded expected IPG growth from fall to spring in math classrooms, resulting in all districts renewing partnership

DC Preparatory Academy - Benning Middle Campus — **Washington, DC**
7th/8th Grade Special Education Math Teacher, Grade Level Leader - 8th Grade — August 2021—Present
- Co-taught over 65 students using a network-created curriculum for seventh grade and Agile Minds Algebra I for 8th grade
- Planned and facilitated daily small group instruction for students with and without IEPs based on classroom data
- Managed a caseload of 17 students with IEPs, modifying assignments daily to align with student accommodations
- Liaised between school leadership team and eighth grade teachers and families leading culture-based initiatives, coordinating family-teacher conferences, and proactively managing academic, social, and emotional needs of all students

Teach For America Twin Cities — **Minneapolis, MN**
Manager, Teacher Leadership Development — August 2018—July 2021
- Coached 45 first and second year corps members (teachers) across three years using Elena Aguilar's Transformational Coaching model rooted in Teach For America's Corps Member Roadmap outcomes
- Provided each corps member with at least 10 coaching cycles yearly, resulting in 84% of teachers staying in the classroom upon completing their two years in the program and 80% of teachers meeting or exceeding one year of growth
- Organized and led the region's first-ever Corps Member Leadership Council during the 2019-2020 and 2020-2021 school years. Members planned and facilitated programming during Saturday Sessions which aligned with their mission of inclusivity and accountability, resulting in our highest-ever corps member satisfaction on surveys, ranking in the top 10 of all TFA regions nationally
- Selected as a 2018-2019 TFA alum fellow for Principal Institute, a year-long school leadership program facilitated by New Leaders

Teach For America - National Summer Institute — **Tulsa, OK**
Teacher Education Facilitator - Upper Elementary Math — February 2019—July 2019
- Planned and facilitated rigorous daily professional development sessions focused on core practices and culturally responsive pedagogy for 55 corps members teaching math grades 4-6
- Managed four Corps Member Advisors across four schools towards measurable outcomes for corps members and students

Corps Member Advisor — March 2018—July 2018
- Coached 15 corps members on culturally responsive pedagogy, instructional execution, and classroom culture
- Facilitated sessions for 66 corps members on Diversity, Equity, and Inclusiveness, core practices, and upper elementary math content

Ranson IB Middle School — **Charlotte, NC**
6th Grade Mathematics Teacher — August 2015—June 2018
- Taught Common Core 6th grade math to over 100 students yearly, implementing data-driven instruction

- Collaborated with interdisciplinary team of 6th grade teachers to provide students with a transformational education through culturally responsive teaching, acting as a mentor to first year teachers
- Exceeded Expected Growth for the 2016-2017 and 2017-2018 school years, earning the highest growth of any classroom teacher in the school both years; named a 2016-2017 Project L.I.F.T. “Irreplaceable Teacher”
- Awarded employee of the month in November 2017 for exceeded growth and strong classroom culture; classroom ranked at “transformative engagement” for the 2017-2018 school year

LEADERSHIP EXPERIENCE AND ACCOMPLISHMENTS

- Accelerated TFA Twin Cities regional development by spearheading a STEM initiative with Best Buy, implementing DEI programming into professional development, and planning the Twin Cities 2019 and 2020 Inductions
- Selected as a 2017 Leroy “Pop” Miller Fellow through Teach For America Charlotte
- Led 4 11 year-olds on a month-long peace education program in São Paulo, Brazil through the nonprofit CISV
- Collaborated with Dr. Rebeca Fernández to create the course English Language Learners Across the Curriculum in 2015, completing a 20 hour pre-practicum volunteering with English Language Learners at South Mecklenburg High School
- Davidson Outdoors Backcountry Odyssey Trip Leader, Davidson, NC, January 2012 – May 2015
- Advanced French with a DALF C1 level certificate, beginner level Spanish

seth.herendeen@gmail.com
407-404-2575

Seth Herendeen

Accomplishments and Certifications	***Professional Teaching Certificate for Social Studies 6-12 and Mathematics 6-12*** **While working for CSUSA at both Goldenrod and Chickasaw Trail, I have taught a variety of grade levels and math courses. I have used innovative technology to teach content to multiple classrooms.** **I provided professional development contributions to teachers in grades K-8 as well as to our regional math teachers.** **I helped to create online assessments for the region in both 8th Grade Math and Algebra I.**
Skills & Abilities	• Proficient with Microsoft Office and Google Suite • Able to create online assessments using a variety of platforms • Create and deliver math-centered professional developments
Professional Experience	**Math Content Lead, Instruction Partners** July 2021-Present Working with school and district partners in multiple states to implement effective mathematics instruction. Supported teachers and school leaders in implementing multiple math curricula and delivered professional development sessions for teachers. **Curriculum Resource Teacher, Renaissance Charter School at Goldenrod** Orlando, FL August 2018 - June 2021 Worked as Instructional Coach with a focus on math instruction for Grades K-8 for Title I school. Led planning sessions with teachers and student data analysis school-wide. Planned and implemented ongoing professional development for teachers. Delivered new teacher training sessions for first-year teachers. **MS Math Teacher, Renaissance Charter School at Chickasaw Trail** Orlando, FL August 2014 – July 2018 Worked as a classroom teacher for 6th Grade Math, 8th Grade Math, Algebra I, and Geometry. Served as 8th Grade Team Lead for the last three years. Received the New American Hero Award for the 2015-16 school year.
Education	**University of Central Florida —Orlando, FL —B.A. History** **Graduated in 2005 with a 3.9 GPA in History. Named to the Dean's List and a member of the National Society of Collegiate Scholars.** **Valencia College —Orlando, FL —Educator Preparation Institute** **Completed coursework to obtain the educational components necessary to earn my Professional Teaching Certificate.**

ARTRICE J. JOHNSON, MPA

Jacksonville, FL 32258
Phone: 904-525-9905 ● E-Mail: artricejohnson1@gmail.com

EDUCATION

Doctorate of Educational Leadership **(**Expected Graduation 2026)
University of North Florida, Jacksonville, FL
Masters of Public Administration August, 2014
University of North Florida, Jacksonville, FL
Bachelor of Arts, Interdisciplinary Studies May, 2009
University of Central Florida, Orlando, FL
Concentration: Marketing, Mass Communication
Minor: Studio Art

LEADERSHIP EXPERIENCE

English Language Arts, Content Leader

Instruction Partners July 2021- current

- Develop teacher and leader ELA knowledge and skill in order to improve student outcomes and instruction in K-12 schools/districts nation-wide
- Utilize a deep understanding of ELA and various curricula, as well as a dedication to learning what's new in the field, in order to drive student outcomes through observation, goal-setting, design, implementation, coaching, and facilitation
- Ensure high quality professional learning experiences through research, collaboration with colleagues, and constant learning and iteration
- Work with a team to think creatively and flexibly about support in each school/district and across schools/districts, including informing the development of action plan goals and action steps/sequence in ELA and identifying new problems and solutions in the work
- Contribute to the thought leadership and larger design needs around content development, design, and facilitation as an instructional leader on the team

System Support

- Observe and score ELA instruction during walkthroughs, and give feedback on trends to system and school leaders
- Conduct reviews and create reports on quality of assessments, curricula, pacing guides, scope and sequence guides, and other materials to inform system strategy for instructional improvement
- Answer partners' questions to support effective, informed decision-making
- Work with partners' ELA teams to support their instructional improvement cycle, including school visits, classroom observations, professional development, and content support
- Assist with the build-out of curriculum implementation playbooks for systems

Content Development and Delivery

- Develop school leader instructional leadership capacity through modeling coaching cycles to accelerate teacher practice and student achievement. Observe school leaders facilitate coaching cycles and create school-leader facing action steps to improve the quality and impact of school-based coaching.
- Develop content, such as model lessons, content exercises, and training session materials and PowerPoints
- Lead professional development for teachers and leaders, and train content specialists to deliver training content
- Support development of curriculum-specific transition and implementation plans and resources
- Prepare materials for and lead the ELA portions of professional learning opportunities for teachers and leaders
- Prepare materials for and lead sessions during topical meetings, quarterly network meetings, and other events as needed. Collect and analyze data to measure progress, school goals, and impact of partner support.

National Project Manager for 2nd Grade KIPP Wheatley Online

KIPP Foundation, National Network Primary Literacy Manager April 2020 - April 2021

- Designed and generated E-suite curriculum HUB for 2nd grade ELA curriculum which included: pacing guides, PowerPoints, teacher resource bank, instructional materials
- Built, produced, and delivered virtual instructional resources for teachers, leaders, and regional staff with the intended outcome of providing high quality virtual instruction for 2nd grade students in the national KIPP network in response to

COVID-19 school closures and remote learning experiences.

- Created, designed, and co-led webinar for national, regional, and school based leaders and teachers on implementation of virtual lessons and curriculum: 120+ participants.
- Created and designed KIPP Network E-suite curriculum instructional HUB for educators that resulted in a 45% overall increase of 2nd grade attendance, student growth, and instructional time throughout the network.
- As the national liaison and in collaboration with district managers facilitated, created, and designed a year-long virtual scope and sequence expectations bi- quarterly benchmark assessment tool.

Regional Literacy and Humanities Curriculum Manager

KIPP Jacksonville Schools, Jacksonville, FL August 2019 - July 2021

Curriculum Development

- Oversee full implementation of 3-8 KIPP Wheatley, Top Score Writing, History Alive, and Gateway to American Government curriculum with the intended outcome that of KIPP Jacksonville achieving the highest literacy achievement results possible.
- Develop, maintain, and revise regional pacing calendars for all ELA and Social Studies curriculum.
- Construct module and lesson internalization protocols for Social Studies and Government curricula.
- Provide regional, school, and teacher level support with curriculum where needed through observations, coaching, modeling, and examination and research of curriculum use and best instructional practices.
- Facilitate School Leader and Content Leader backwards planning meetings to align and adjust daily exit tickets with mid module, end of module, and state assessments.
- Develop partnerships and deliver professional development with outside curriculum and instructional technology organizations to enrich teacher training on curriculum and additional subject related resources.

Teacher Development

- Engage in weekly exit ticket analysis through modeling appropriate lesson delivery, and creating and facilitating professional development focused on creating a criteria for success for daily objectives and standards breakdown for 12 ELA teachers grades 3rd-8th.
- Develop and manage regional ELA and Social Studies content team structures that provide content support and collaboration for 12 ELA and 8 Social Studies teachers.
- Created scope and sequence of summer teacher institute for curriculum training which resulted in 100% of new teachers executing instruction of curriculum at full capacity before the end of quarter 1 of the school year.

Management & Collaboration

- Train and develop 6 content coaches through observation and quarterly professional development to increase their knowledge, practice, and facilitation of content team meetings.
- Evaluate instructional practices and curriculum implementation through classroom walkthroughs with school administrators and regional leaders to drive instructional and curriculum decision making.
- Conduct weekly instructional rounds with Assistant Principals in order to find high level key points and to align on next steps for teachers through developing a pre, during, and post observation protocol.
- Align weekly with Data & IT Manager on structures of data input and to maintain and monitor usage of instructional technology.

Data Driven Decision Making

- Create short cycle instructional observations for grade levels and meet weekly with Principals and regional leaders to assess data, observations, and create next steps.
- Analyze exit ticket, mid module, and end of module assessment data to include in weekly regional academic data meetings.

Stakeholder Communication

- Prioritize and synthesize weekly regional high-level data with the intended outcome of ensuring all staff are prioritizing high level data driven decision making.
- 88% of teachers and coaches agree or strongly agree that content teams are a meaningful use of time and need; 100% of teachers agree or strongly agree that content teams enhance learning experiences and collaboration due to implemented structures and facilitation.
- Serve as liaison with Schultz Center for Learning and Jacksonville University to oversee teachers' completion of reading endorsement coursework resulting in 90% completion of teachers enrolled in coursework.

STEAM Community Manager

Digi-Bridge US, Charlotte, NC September 2016 - June 2019

- Served as liaison between Digi-Bridge and all courses at granted program CMS schools, including managing nine

individual granted program sites complete with one site coordinator, 2-4 facilitators, and up to 30-40 participates at each site every Saturday
- Maintained online roster, and granted budget for each course and school, and then evaluate courses and events using feedback collected from coordinator, facilitators, and scholar surveys; provides suggestions for growth to Digi-Bridge staff and board
- Identified recruitment strategies to ensure full enrollment and evaluated courses/events using feedback collected from facilitator and scholar surveys and provide suggestions for growth
- Collaborated with Chief Leadership Officers to provide curriculum insight and strategies to determine grant and program revisions for the region.

#STEAMSaturdays Facilitator; Renaissance West Community Initiative Robotics Squad; Team Coach: Allenbrook Robotics Team

- Facilitated 5-week Object-Oriented Programming course for #STEAMSaturdays series; includes courses on Ruby, JavaScript, and Python targeted for students aged 3rd – 5th grade
- Assisted students in the Robotics Club with implementing projects in order to prepare for First Lego League competition (Lego MINDSTORM EV3)
- Served as liaison between school site and Digi-Bridge; maintain series rosters and recruiting; establish relationships with parents and families; Manage #STEAMSaturdays schedule; Determine/coordinate Digi-Bin series; Support facilitators; review, analyze, research survey data; use social media as platform to promote and tell Digi-Bridge story

Elementary School Teacher, 5th grade ELA/Science

Grade Level Team Lead; UNC Charlotte Clinical Educator/ Directing Teacher; STEM Committee Member; Instructional Leadership Team

Charlotte-Mecklenburg Schools - Dorothy J. Vaughan Academy of Technology, Charlotte, NC August 2018 – June 2019

- Directed and mentored UNC Charlotte pre-service teacher: shadows daily to learn classroom management, instruction, planning, and other required competencies

- Led professional development for teachers on small group instruction: how to analysis and use student data to improve performance by grouping abilities for a certain period of instruction

Elementary School Teacher, 5th grade ELA/Science

Literacy Leadership Committee; Teaching Assistant Principal; New Teacher Mentor

Charlotte-Mecklenburg Schools - Allenbrook Elementary, Project L.I.F.T., Charlotte, NC August 2016 – June 2018

- Assisted Assistant Principal in developing, implementing, and revising School Improvement Plan
- Served as mentor to four 1st-2nd year teachers – assist in lesson planning, data analysis, behavior management, peer observations.

Elementary School Teacher, 5th grade English Language Art; Visual Arts (K-5); 4th grade Language Arts, Inclusion

Literacy Leadership Team; Cummer Museum and Weaver Foundation Liaison; Safety Patrol Sponsor; Directing/ Supervising Teacher, for UNF Interns and Pre-Interns; Grade Level Team Lead; Magnet Lead Teacher; School Advisory Committee Member

Duval County Public Schools - Woodland Acres Elementary School of the Medical Arts, Jacksonville, FL August 2011- June 2016

- Served as liaison between magnet office and school, recruit students, and represent school at Duval County Magnet Fairs.
- Organized, fundraised for, and oversaw 5th grade safety patrol group; organize, fundraise, and plan for 5th grade students for week-long visit to Washington D.C.
- Served as liaison between the Cummer Museum/ Weaver Foundation and teachers, administration, and faculty; organize school wide trips and outreaches to the Cummer Museum.

ACTIVITIES, AWARDS, AND HONORS

- Central America Youth Ambassadors Program Mentor, U.S. Department of State/ Georgetown University
    - 1.5 month cultural exchange program with U.S. Embassy - Santo Domingo, Dominican Republic and Managua, Nicaragua.
- Gladys Roddenberry Fellowship for Teaching Excellence
    - Nominated for and received $5,000 award/fellowship for demonstrating excellent teaching practices and relationship building with students and families

Jeffrey Jenifer Jr.

www.linkedin.com/in/jeffjjen
jeffjen7@gmail.com
(901)361-8998

PROFESSIONAL SUMMARY

Professional Summary: Educational leader with over 12 years of experience in leading, managing, and developing teams in order to build capacity across the organization.

Education Elements

Design Principal/Consultant, 2022-Current

- Supporting and leading client projects focused on instructional design and implementation, organizational strategy, leadership strategy, and/or data collection and surveys
- Designing and facilitating virtual and in-person strategy sessions for district leadership teams
- Designing and leading virtual and in-person professional development sessions for groups of teachers, coaches, and principals
- Developing and maintaining project plans, communicating project status to internal and external teams, and supporting decision making and execution to meet project goals and timeline
- Leading and coaching internal teams by creating and implementing systems for collaboration and project management, delegating accountabilities to supporting team members that leverage strengths, meet project needs, and distribute work across the team, and delivering and receiving feedback within project teams to drive both personal and team member growth and performance

KIPP Memphis Collegiate Schools, Memphis, TN 2013-2022

Principal/School Leader, 2017- 2022

- Developed and coached high-performing school leadership team, ranking in top quartile according to KIPP's School Leadership survey/TNTP
- Planned/executed leadership development activities to ensure strong leadership succession
- Raised upper school student achievement literacy data by 40% (NWEA/MAP)
- Managed 3.5 million dollar operating budget, increased operational efficiencies leading to a $200,000 surplus (FY 17-18)
- Decreased school's student attrition by 10% (SY 17-18)
- Retained 95% of top-performing staff from SY 17 – SY18
- Increased student enrollment from 360 to 560 students
- Recruited, selected, and hired 45-person diverse school staff
- Increased State TVAAS score from 1 to 3 in SY 17-18 and 3 to 5 in SY 18-19
- Increased pre-school feeder partnership effectiveness leading to 90% of eligible 4 year-olds enrolled in Kindergarten at KIPP Memphis

Assistant Principal, 2014-2017

- Managed and coached 2nd – 4th Grade teachers, named a top academic performer across national network in every area tested (2014-2016)
- Nominated and selected to participate in KIPP's highly competitive KIPP School Leadership Program (2013, 2014)
- Served as a Faculty Fellow and coached and developed 80 leaders across the KIPP Network (2016-2017)

KIPP Foundation Leadership Faculty Fellow, 2014-2018

- **INSTRUCTIONAL LEADERSHIP**: Improved teacher instruction/leadership practices through observation, feedback, and data-driven leadership to drive student achievement
- **PERFORMANCE MANAGEMENT**: Developed the foundational skills of performance management with teams and individuals: set goals and expectations, coach and monitor, and hold others accountable to drive results
- **LEADING FOR EQUITY**: Examined implicit biases and raised self-awareness of educational inequity and racial belief in order to transform, influence, and impact practices at our schools
- **SELF-AWARENESS**: Coached and trained leaders around self-awareness in order to cultivate authentic relationships with students, families, and staff as a school-wide leader

Lead Elementary Teacher- 2013- 2014

- Led as a founding Kindergarten teacher at the first KIPP elementary school in KIPP Memphis
- Drove 95% of students to meet their individual growth targets on MAP for Primary Grades (Reading and Math)
- 94% of students met NWEA MAP Math Goals (made typical growth, F-S)
- 87% of students met NWEA MAP Reading Goals (made typical growth, F-S)

Memphis Business Academy

Founding Lead Teacher- 2010- 2013

- Founding Lead Teacher at a first year Charter School in Memphis

EDUCATION

The University of Memphis, Memphis, TN
Master of Arts, GPA: 4.0

Teacher Education Program, The University of Memphis, Memphis, TN
Secondary Education (Certification: English, 6-12)

The University of Memphis, Memphis, TN
Bachelor of Arts, GPA: 3.25
Communication, Public Relations

Siera Osei

Literacy Specialist

tellis.siera@yahoo.com | 901-498-1502 | *www.linkedin.com/in/siera-osei*

Enthusiastic and self-motivated literacy specialist with 6+ years as a professional learning and development facilitator and 3+ years of Science of Reading experience. Thrives at a company that is passionate about student learning outcomes in reading and writing in which I can bring my skills in facilitation, leadership, and relationship building to the mission at hand.

Experience

ELA Content Lead at Instruction Partners — *2024-current*

- Develops and facilitates professional learning opportunities for school leaders and teachers.
- Conducted instructional walkthroughs and analyzed student work to identify trends and inform coaching conversations, resulting in targeted support for instructional improvement.
- Collaborated with school and district leaders to review and refine ELA curricula, assessments, and pacing guides to support alignment with academic standards and learner needs.
- Designed and facilitated adult learning experiences for instructional leaders and coaches, with an emphasis on building capacity to implement system-wide literacy strategies effectively.

Professional Learning Facilitator at Lexia Learning — *2023-2024*

- Facilitated LETRS training to groups of up to 50 educators.
- Ensured fidelity of LETRS content while personalizing resources and information according to participant needs and experiences.
- Created a learning environment that is personal and engaging.
- Quarterly feedback score was 29.67 out of 30

Professional Developer at Missouri State University — *2021-2023*

- Created and presented interactive professional learning to inform teachers in the southwest region of Missouri about the Science of Reading.
- Coached teachers in implementing new instructional practices.
- Modeled lessons with students on instructional practices that align with the Science of Reading.
- Facilitated LETRS training in local districts.
- Assisted district leaders with updating literacy plans and instruction to align with Science of Reading.

Program Specialist at ALLMemphis — *2020-2021*

- Delivered training and mentorship to Kindergarten to 12th-grade teachers using an Orton-Gilliham-based curriculum for RTI.
- Advised teachers on instruction, conducted one-on-one meetings, and provided any needed support to ensure the effectiveness of the program for students.

Dean of Instruction at Power Center Academy Elementary School — *2018-2020*

- Served as the Dean of Instruction, Test Coordinator, and Literacy Coach.
- Accounted for reading curriculum and materials.
- Provided teachers with quality feedback on the fidelity and effectiveness of curriculum and instructional practices.
- Built loving and supportive relationships with parents, scholars, and staff.
- Created and facilitated professional learning for teachers in literacy and classroom management practices.
- Assisted principal with logistics of the school day including arrival, dismissal, lunch, drills, etc.

Education

Union University — *2015*

- Master of Urban Education
- GPA: 3.7

Southeast Missouri State University — *2012*

- Bachelor of Science, Public Relations

SARAH AITKEN

Gates, Tennessee 38037 731-413-6427, sarah.aitken@instructionpartners.org

Professional Summary

As a classroom teacher, I dedicated myself to planning dynamic lessons for my students that were not only engaging but moved the needle of students' success. As a district leader, Director of Elementary Education, my knowledge of the Science of Reading and sound instructional practices has grown exponentially. In this role, I led the implementation of new curricula for ELA, foundational skills, math, and science, worked closely with external partnerships to coach school leaders and teachers, facilitated many professional development and PLCs, presented at conferences, published an article in *The 74 Million,* and implemented a foundational skills structure that has revolutionized how students learn to read in our district. I have developed a deep passion for all things early literacy and would love to continue this great work.

Skills

- Project management
- Cross-Team Deliveries
- Relationship building
- Curriculum selection
- Positive attitude
- Analytical thinking
- Teacher development
- Long-range planning

Experience

Director of Instructional Support, Early Literacy — July 2023– Present
Instruction Partners

- Research partnership with Vanderbilt University to analyze the impact of targeted, systematic and explicit foundational skills on student achievement in K-2.
- Currently managing a team of DIrectors and Content Leads scale targeted, systematic, and explicit foundational skills in both whole group and small group instruction across 30 schools in one of the largest school districts in Tennessee.
- Implemented systemic support with the district level and school level leadership through the use of the essential practices, leadership practices that drive change in early literacy outcomes.

Director of Elementary Education — July 2019 – June 2023
Haywood County Schools | Brownsville, Tennessee

- Collaborated with teachers to develop and maintain curriculum standards, develop mission statements and set performance goals and objectives for ELA, foundational skills, math and science.
- Enhanced performance of teachers and support staff with continuous professional development.
- Conducted classroom walkthroughs and coached school leaders on the development of professional learning for teachers through the data trends identified through the use of instructional practice guides.

- Directed and coordinated professional learning for teachers, administrators, and support staff at schools to build content knowledge in early literacy.
- Analyzed student data from the district level to the individual student level to identify skill gaps and support teachers in providing targeted instruction.

1st and 2nd Grade Teacher — July 2013 - July 2019

Ripley Primary School | Ripley, TN

- Developed and implemented engaging curriculum aligned with student learning objectives and in adherence with state and district requirements.
- Collected and analyzed student work samples and related data to monitor progress and identify skill gaps.
- Administered and interpreted formal and informal educational assessments and recorded findings.
- Taught classes to students at varying levels of attainment.
- Communicated with parents on students' academic progress, behavior and challenges to learning.

Education

Master of Science (M.S.) - School Administration and Supervision — August 2017

University of Memphis, Memphis, TN

Bachelor of Science (B.S.) - Integrated Studies, Elementary Education (K-6) — May 2013

University of Tennessee at Martin, Martin, TN

Rebekah Kate Mills-Ifshin
662-832-4604 • mills.rebekah@gmail.com

Education and Certifications:

Relay Graduate School of Education (New Orleans, LA) ***- 2015***

- Masters of Teaching, Elementary Education

University of Mississippi (Oxford, MS) ***- 2009***

- Bachelor of Arts in Sociology, Minor in Gender Studies

Certifications

- Certified Pre-K Teachstone CLASS Observer
- Level 2 Teacher Certification in PK-3
- Science of Reading: AIM Pathways to Proficient Reading

Professional Experience:

Instruction Partners (Nashville, TN) - Associate Director of Instructional Support, Early Literacy (remote) current

- Support efforts to improve early literacy instruction in partnership with schools.

National Summer School Initiative (Brooklyn, NY) - Professional Development Provider (remote) 2023

- Facilitate virtual professional development in literature and phonics for partner teachers in districts, including NYC Department of Education.

ARISE Schools (New Orleans, LA) - Literacy Director & Director of K-2 2021 - 2023

- Created and supervised data-driven initiatives that supported progress monitoring of student achievement aligned to DIBELs, Acadience Learning, NWEA, and Achievement Network.
- Developed and coached teachers and teacher leaders in general and special education through development protocols, data analysis, and intellectual preparation aligned to Amplify Reading, Great Minds, and Lexia Core 5.
- Collaborated with school-based administrators to support teacher evaluations and literacy initiatives in primary grades using the Science of Reading best practices.

Samuel J. Green Charter School, FirstLine Schools (New Orleans, LA) - Assistant Principal 2019 - 2021

- Developed and coached teachers in PreK-4th grades.
- Coordinated community stakeholders to ensure implementation of response to intervention for students.

Uncommon Schools (Brooklyn, NY) - First Grade Teacher & Principal Fellow 2018 - 2019

- Engaged in a robust development process to prepare future school leaders, with training in frameworks aligned to data-driven instruction and school leadership.

Arthur Ashe Charter School, FirstLine Schools (New Orleans, LA) - Instructional Coach & Teacher 2012 - 2018

- Supervised and managed teacher performance. Lead professional development in math, literacy, culture, and data analysis for K-4 teachers.
- Facilitated network-level development of 11 kindergarten teachers through weekly development protocols, data analysis and intellectual preparation.
- Developed engaging and differentiated lessons for whole and small-group learning for class of 30+ kindergarten students with a focus on student-centered learning.

MATCH Leadership Coaching (New Orleans, LA) - Leadership Coaching Fellow 2016 - 2017

- Engaged in targeted support, training, and development as an instructional coach with the goal to improve teacher retention, efficacy, and student outcomes.

ELENA NUZZI

EARLY LITERACY SPECIALIST | EDUCATION CONSULTANT | INSTRUCTIONAL COACH

369 Ocean Avenue Brooklyn NY 11226 • (516) 527-3852 • enuzzi@gmail.com • linkedin.com/in/elena-nuzzi-0ba29031/

PROFESSIONAL SUMMARY

Detail-oriented facilitator and coach with a strong background in ELA and foundational reading skills coaching in grades K-12. Skilled in developing and facilitating impactful student and adult learning experiences. Focused on improving instructional effectiveness by analyzing data and research, with a strong belief in the potential of students, teachers, and systems. Work to support instructional improvement, promote equitable teaching practices, and improve instructional effectiveness by building capacity in teachers and leaders. Excellent at adapting to multiple and diverse work environments, while managing multiple projects simultaneously. Passionate about championing excellence and equity in education and supporting anti-racist educational environments so that all students, teachers, and leaders are heard, seen, and valued.

SKILLS & PROFICIENCIES

Academic Management & Support	Resource Management	Building Relationships
Curriculum Design & Development	Facilitation Skills	Interpersonal Communication Skills
Educational Administration	Conflict Resolution	Engagement & Empowerment
Mentoring & Coaching	Building Capacity	Strategic Leadership

SELECTED ACHIEVEMENTS

- Led implementation of high-quality foundational skills curriculum and student data tracking and analysis systems resulting in unprecedented literacy growth for students. At the start of the year, 0% of K–2 students were on grade level for reading foundational skills. By the spring of 2022, 58% of all K–2 students were reading on grade level, with 98% of kindergarten students reading on grade level.
- Nominated for New Orleans Excellence in Teaching Award (NOETA) for demonstrating top performance as a 6th Grade Teacher and Instructional Coach/Mentor.
- Integrated technology and pedagogic approaches to execute effective and engaging virtual and hybrid learning.
- Provided leader and teacher coaching and mentoring to build capacity and facilitate reflection and growth in order to improve classroom instruction for all learners.
- Utilized a trauma-informed social-emotional learning curriculum from the Institute of Women and Ethnic Studies (IWES). Successfully empowered all students in the school year 2019-2020 to improve based on data from the Strengths and Difficulties Questionnaire.
- Assessed the quality of publisher-submitted curricular materials, reviewed instructional resources, and provided feedback to publishers of English-Language Arts curriculums to maximize the effectiveness of the curriculum with the Louisiana Department of Education.

EMPLOYMENT & EXPERIENCE

INSTRUCTION PARTNERS, Remote **July 2021 – Present**

ELA Content Lead | Instructional Coach | Professional Development Facilitator

- Design and execute professional development, lead instructional walkthroughs, build and coach capacity in leaders, and provide content expertise to partner schools across the United States, virtually and in person.
- Use the Instructional Practices Guide (IPG) to observe and score ELA instruction, and give feedback on trends to school leaders and teachers.
- Conduct reviews and create reports on the quality of assessments, curricula, pacing guides, scope and sequence guides, and other materials to inform system strategy for instructional improvement.
- Work with school teams to support their instructional improvement cycle, including classroom observations and feedback, professional development, collaborative planning, and content support.
- Develop content, such as model lessons, content exercises, training session materials, and slide decks.
- Lead professional development for teachers and leaders, and train content specialists to deliver training content.
- Travel to schools around the country to deliver content and support.

FOUNDATION PREPARATORY CHARTER SCHOOL, New Orleans, LA **Aug 2019 – June 2021**

5th/6th Grade Lead Teacher Leader | Instructional Coach/Mentor

- Utilized tier 1 high-quality curricular materials for math and English-language arts in order to give all students access to grade-level instruction.
- Assessed student achievement and utilized research-based instructional practices to facilitate more effective learning experiences.
- Coached and mentored educators to boost student engagement and achievement.
- Utilized trauma-informed, socio-emotional learning curriculum to support student social and emotional growth.

THE LOUISIANA DEPARTMENT OF EDUCATION, New Orleans, LA **Aug 2020 – September 2021**

Teacher Leader Advisor

- Reviewed curriculum materials from various providers to ensure that fellow educators across the state have access to high-quality instructional materials and resources, and curriculum-aligned professional learning.
- Participated in the Louisiana Department of Education's instructional materials review process and provided feedback to curriculum writers.
- Maintained a thorough understanding of educational policies, laws, and program standards to reliably measure the efficacy of submitted curricula within tight deadlines.

HARRIET TUBMAN CHARTER SCHOOL, New Orleans, LA **Aug 2013 – May 2019**

Dean of Intervention and 504 | RTI Coordinator | Special Education Teacher

- Managed the development and implementation of an intervention program and the RTI/504 process for 600 elementary students, including reading foundational skills, comprehension, math, writing, and extension support to improve learner progress.
- Ensured high-quality instruction by providing teacher training on all facets of literacy, including oral reading fluency and phonics screeners, as well as Fountas and Pinnell reading assessments; coached and supported elementary SPED educators while leading interventionists to support students with special needs.
- Collaborated with 15 students to develop the school garden under the direction of the LSU AgCenter.
- Utilized the EngageNY and Wit and Wisdom ELA curriculums, providing scaffolds and supports for students with learning differences. Used data to determine appropriate scaffolds, modifications, and adjustments.
- Served as an ELA class for 5th-8th grade students and an optional homeroom to support students with behavioral, social, and emotional needs.
- Planned and delivered reading foundational skills intervention with students grades 3-8.

THE CHILD SCHOOL, New York, NY **Aug 2010 – Jun 2013**

Special Education Teacher

- Guided curriculum development, addressed institutional concerns, and performed research as an elected member of the International Baccalaureate Curriculum Planning Committee.
- Led a multi-age classroom for children with developmental disabilities.
- Created individualized programs using interdisciplinary methods in math, science, social sciences, reading, and language.
- Planned and delivered reading foundational skills lessons with students grades 2-5.

EDUCATION & PROFESSIONAL DEVELOPMENT

Master of Science, Childhood Education and Special Education
Long Island University / C.W. Post Campus - Brookville, NY (May 2008)

Bachelor of Arts, English
Fordham University - Bronx, NY (May 2005)

Professional Development: The Art of Coaching by Elena Aguilar (June 2022) |Sheltered Instruction Observation Protocol (SIOP) (May 2021) | Louisiana State Certification Level 1 (Aug 2013) | International Baccalaureate Category 1: Primary Years Programme (May 2011) | New York State Certification Childhood Education Grades 1-6 (May 2008) | New York State Certification Students with Disabilities Grades 1-6 (May 2008)

Professional Affiliations & Organizations: Instruction Partners|NSNO - New Schools for New Orleans | The Louisiana Department of Education | IWES - Institute of Women and Ethnic Studies | Xavier University - Norman C. Francis Teacher Residency | Yoga Ed | ALAS: Educational Access for Immigrant and Court - Involved Youth

TECHNICAL/COMPUTER SKILLS

Google Workspace | Microsoft Office | SalesForce|Promethean ActivBoard and ActivInspire Software |Asana|Special Education Reporting (SER) | SchoolRunner | iReady | PowerSchool | Class Dojo | PerformYard| Alternative and Augmentative | PECS | DynaVox | AlphaSmart | PearDeck |

Meka W. Barry

7416 Kentfield Drive Knoxville, TN 37919 • (865) 599-4825 • mekawilhoit@gmail.com

TEACHING/LEADERSHIP EXPERIENCE

2006-2016	Elementary Teacher, Full-time, Teacher for all subject areas
2010-2015	Professional Development Coach, TN State Department of Education
2015-Present	Instruction Partners, As-Needed-Basis Consultant
2015-Present	LearnZillion, Consultant & Curriculum Design
2016-2018	Reading & Math Interventionist**,** Kentucky Department of Education
2015-2019	Collaborative for Student Success, Teacher Champion
2012-2016	SCORE, Teacher & Early Childhood Advocate, Resident Fellow
2013-2016	Teach Plus DC, Early Childhood Advocate for ESSA
2017-2019	Curriculum Coach/Reading Specialist, Archdiocese of Louisville, KY
2019-2021	Education Consultant, Archdiocese of Louisville, KY
2021-Present	Instruction Partners, ELA Content Lead

PROFESSIONAL AND GRADUATE STUDIES

2015	East Tennessee State University, Johnson City, Tennessee
	PhD, GPA: 4.0
2011	Lincoln Memorial University, Harrogate, Tennessee
	EdS, Education Administration & Supervision, GPA: 4.0
2009	Lincoln Memorial University, Harrogate, Tennessee
	MS, Education Administration & Supervision, GPA: 4.0
2006	Carson Newman College, Jefferson City, Tennessee
	BS, Child & Family Studies: Early Childhood Education, GPA: 3.7

SELECTED WRITINGS

2018	*Kentucky Students Showing Steady Improvement*, Courier Journal

EMILY FOGGIN

CONTACT

423-544-3492

371 Webb Lane, Cleveland, TN

emily.foggin@hotmail.com

EDUCATION

LEE UNIVERSITY
Master of Arts in Teaching
2009-2010

Bachelor of Arts in Intercultural Studies
2003-2007

SKILLS

- Professional Development
- Strategic Thinking
- Proficient in using the IPG
- Well versed in Science of Reading
- Classroom Management
- Critical Thinking
- Project Management
- Content Development

CERTIFICATION

TENNESSEE PROFESSIONAL TEACHING LICENSE

Elementary Education K-6
ESL PreK-12

ABOUT ME

I have been an educator for 15 years in Cleveland City Schools, fulfilling roles as a primary education teacher and an instructional coach. Throughout my career, I have been committed to assisting teachers at various stages to achieve their utmost potential by providing continuous classroom support. With a focus on primary reading, I have conducted training sessions for both the state of Tennessee and my district. I am enthusiastic about expanding my influence in this field.

WORK EXPERIENCE

INSTRUCTIONAL FACILITATOR
Yates Primary School (2012-current)

As an Instructional Facilitator, I have worked closely with primary grade teachers, acting as a coach and collaborator to enhance their teaching skills. I have assisted them in setting goals, observed their classroom instruction, and utilized the IPG alongside various indicators to enhance the educational experience for our students.

RTI FACILITATOR
Yates Primary School (2020-current)

Aside from being an Instructional Facilitator, I also fulfill the role of RTI Facilitator at Yates Primary School. This position involves overseeing student testing, organizing data meetings, and providing instructional support tailored to individual student requirements within the RTI model mandated by the Department of Education.

DISTRICT ELEMENTARY ELA CONTENT LEAD
Cleveland City Schools (2023-current)

As a secondary role in the district, I serve as the elementary ELA content lead, working with Teacher Leaders to design and deliver professional development and set district wide instructional goals and pacing guides.

KINDERGARTEN TEACHER
Yates Primary School (2010-2012

Jessica Wade

1608 Autumn Ridge Dr. Nashville, TN 37207 (219)798-8359
Jesswade0920@gmail.com or jessica.wade@instructionpartners.org

Knowledge

- Deep knowledge and experience with high quality instructional materials and literacy instructional practice.
- High dosage tutoring design and implementation
- Organizational and management practices as applied to the analysis and evaluation of school programs, policies, and operational needs.
- Ability to communicate the importance of learning acceleration for students to achieve their long-term learning goals.

Skills & Abilities

- Creating and Managing effective communication and presentations for multiple stakeholders.
- Establish and maintain effective working relationships with districts, instructional staff, vendors, and external partners.
- Execute towards outcomes and use project management tools to meet ambitious goals.
- Implementation of large projects through multiple layers of a delivery chain.
- Manage multiple vendor teams towards sustainable outcomes over time.
- Excellent organization and ability to meet deadlines, strong detail orientation
- Very strong oral and written communication skills
- Ability to build positive relationships with diverse team members and stakeholders in a virtual setting
- Ability to use sound judgment to identify and creatively solve problems with a solutions-oriented, "whatever it takes" mindset

Experience

September 2024 - Present

Early Literacy Content Lead, Instruction Partners

- Accompany Directors of Instructional Support on school walkthroughs, use the Foundational Skills Instructional Practices Guide (IPG) to observe and assess early literacy foundational skills instruction, and give feedback on trends to system and school leaders and teachers
- Conduct reviews and create reports on quality of assessments, curricula, pacing guides, scope and sequence guides, and other materials to inform system strategy for instructional improvement
- Answer partners' questions (directly and via Directors of Instructional Support) to support effective, informed decision-making
- Work with partners' early literacy teams to support their instructional improvement cycle, including school visits, classroom observations, professional development, and content support
- Assist with the build-out of curriculum implementation resources for systems

- Develop content specific to early literacy/foundational skills, such as model lessons, content exercises, and training session materials and PowerPoint presentations
- Lead professional learning for teachers and leaders, and train content specialists to deliver professional learning
- Support development of curriculum-specific transition and implementation plans and resources
- Prepare materials for and lead the early literacy/foundational skills portions of professional learning opportunities for teachers and leaders
- Prepare materials for and lead sessions during topical meetings, quarterly network meetings, and other events as needed

July 2021 – September 2024

TN ALL Corps ELA Content Development and Support Coordinator, Tennessee Department of Education

- The K-8 ELA Content Development and Support Coordinator supports the coherence of literacy tutoring programs for the state of Tennessee; this lends content expertise to both connected literacy tutoring strategy and the TN ALL Corps opportunity. This position is housed within the Office of Academics and supports the Senior Director of Instruction and Intervention and her/his implementation of a coherent learning acceleration strategy across the state of Tennessee.
- Provide professional learning, technical assistance, and coaching for district and school RTI2 leadership (i.e., school-level RTI2 support teams).
- Demonstrates a passion for and an unwavering commitment to ensure all students have equitable learning experiences and are on-track to be successful.
- Serves as a subject matter expert in literacy and the unique needs of learning recovery and learning acceleration within foundational literacy skills tutoring and overall literacy tutoring in the Tennessee Department of Education's TN All Corps strategy.
- Develops tutoring resources and guidance to ensure Connected Literacy tutors utilize effective foundational literacy tutoring grounded in phonics, phonemic awareness, and fluency.
- Support the development of Dyslexia tutoring strategy and coordinate with external and internal stakeholders to ensure students have high-quality and focused tutoring program grounded in Dyslexia.
- Support the development of guidance, resources, and overview tools for districts to implement literacy tutoring focused on comprehension using district-specific high-quality instructional materials.
- Ensure literacy tutoring guidance and resources provides appropriate progress monitoring and assessment tools to clearly track student performance in curriculum-based tutoring and assessment.
- Provide integration of student support resources for students with disabilities, English Language Learners, and students with Dyslexia.
- Provide technical support for districts, tutors, and other stakeholders in implementation and iteration of ELA tutoring.
- Develop strong relationships within project teams for the student acceleration project.
- Support CORE with data collection and tutor monitoring.

June 2018 – July 2021

District RTI Coordinator/Interventionist, Weakley County Board of Education

- Create procedures and protocols that provide consistency in RTI2 implementation across the district.
- Provide professional learning, technical assistance, and coaching for district and school RTI2 leadership (i.e., school-level RTI2 support teams).
- Align RTI2 work with the district improvement plan.
- Coordinate and develop resources (i.e., time, materials, personnel) related to RTI2 implementation.
- Collaborate with district-level curriculum and instruction and special education staff to align guidance and connect work.
- Develop and manage fidelity monitoring procedures.
- Build parent understanding of the RTI2 framework and their role in supporting student success.
- Train Intervention teachers and K-2 teachers the research behind how students learn to read by working through the progression of Phonological Awareness, Phonemic Awareness, and Phonics.
- Train Intervention teachers and K-2 teachers on the implementation of Survey Level Assessments to help guide instruction based on students' reading deficits (not only for RTI but also for core instruction).
- Gathered video examples of explicit Phonological Awareness, Phonics, Fluency, and Comprehension instruction to serve as a training model for our district. These videos have been uploaded to our District YouTube RTI channel for teachers to access and use as a training resource for not only intervention instruction, but core classroom instruction as well.
- Guided the creation and facilitation of the district's Writing Focus documents and related training that guided our district's focus of effective writing instruction practices for grades K-3 in correlation with the ELA curriculum being implemented.
- Assisted in facilitation of training related to the District's ELA Curriculum implementation and the use of the Unit Planning tools released by TDOE.

August 2010 – June 2018

1st Grade inclusion teacher, martin primary school – weakley county

- Adapt teaching methods and instructional materials to meet students' varying needs and interests.
- Establish and enforce rules for behavior and procedures for maintaining order among the students for whom they are responsible.
- Instruct students individually and in groups, using various teaching methods such as lectures, discussions, and demonstrations.
- Involve parent volunteers and older students in children's activities to facilitate involvement in focused, complex play.
- Collaborate with other teachers and administrators in the development, evaluation, and revision of elementary school programs.
- Administer standardized ability and achievement tests and interpret results to determine student strengths and areas of need.
- Attend staff meetings and serve on committees, as required.
- Attend professional meetings, educational conferences, and teacher training workshops to maintain and improve professional competence.
- Facilitate training at the school, district, and state level.
- Confer with other staff members to plan and schedule lessons promoting learning, following approved curricula.

TN Instructional facilitator (Core COACH) **served for five summers**

Tennessee Department of Education - Math and science subjects

- Participated in training specifically in the subject of Math (3 years) and Science (1 year).
- Planned, prepared, and presented training to teachers in the Northwest region of Tennessee.
- Received the "Bees Knees" award from the state at the end of my first experience as a Core Coach for my ability to work well with others and collaborate.

TN ELA Textbook Reviewer
2019-2020
Tennessee Department of Education - ELA (K-5)

- Participated in training specifically in the subject of ELA for the purpose of reviewing textbooks for the upcoming ELA adoption process.
- Reviewed K-5 textbook material

Rangefinding Committee for Writing
2019-2020
Tennessee Department of Education - ELA (2nd Grade Committee)

- Participated in training specifically in the subject of ELA – Writing to prepare for scoring 2nd grade writing assessments.
- Reviewed and scored 2nd Grade writing assessments.
- With this training and experience I lead my district to create and implement "Writing Focus Documents" to help meet the needs to K-3 teachers to integrate writing instruction and assessment along with their implementation of the Unit Starters.

Education

March 2021
Master of Science, Educational Leadership, Western governors University

May 2010
Bachelor of science: education, university of TN Martin

Activities

My personal activities that I participate in outside of my career involve raising and spending time with my two children and grandson. Hobbies that I like to indulge in my spare time are physical activities such as going on hikes and riding my Peloton. I also love baking sweet treats, reading good books, and I am always up for the challenge of learning something new and traveling to new places.

EMILY CASTANEDA

INSTRUCTIONAL LEADER

Profile

To leverage my expertise in early literacy and instructional coaching to support the development and delivery of emerging early literacy services to school districts to positively influences instructional practices.

EXPERIENCE

EARLY LITERACY CONTENT LEAD

Instruction Partners — **July 2024 - Present**

- Provide professional development to school leaders, content specialist, and teachers in the Science of Teaching Reading to improve student outcomes
- Provide instructional support using school walkthroughs to observe and evaluate instruction
- Provide should-to-shoulder support for instructional coaches and members of the school leadership team to increase effectiveness of instructional rounds, PLCs, coaching, and professional learning
- Develop content to support district curriculum implementation

ASSISTANT PRINCIPAL

Wilson County Schools: Stoner Creek Elementary — **July 2023 - July 2024**

- Collaborated with state, district, and school-level leadership teams to design and deliver professional development programs for staff.
- Adapted district initiative 'Powerful Core Instruction' into a unit planning document ensuring consistency in instruction delivery.
- Implemented the Science of Teaching Reading leading to significant improvements in student proficiency levels.

EDUCATIONAL CONSULTANT

Vanderbilt University — **March 2022 - July 2023**

- Developed training modules for Tennessee school districts focusing on RTI and PBIS models utilizing evidence-based improvements.
- Coached district leaders developing them into effective leaders through strategic data collection and management.
- Utilized evaluation tools to determine implementation successes interpreting results to establish next steps.

ASSISTANT PRINCIPAL

Lewisville ISD: Parkway Elementary — **July 2020-March 2022**

- Assisted with the design and creation of partner data supports allowing intentional collection/use of student-level data.
- Established and facilitated training in school improvement using MTSS brining school's rating from a Level D to Level A
- Analyzed student progress regularly communicating needs to stakeholders.

INSTRUCTIONAL COACH

Lewisville ISD: Parkway Elementary — **Aug 2017 - July 2020**

- Lead implementations of LMS program aligning instruction delivery effectively.
- Collaborated with various stakeholders including district leadership, administrators & teachers.

3RD GRADE CLASSROOM TEACHER/TEAM LEAD

Lewisville ISD: Independence Elementary — **Aug 2015 - June 2017**

2ND GRADE CLASSROOM TEACHER

Lewisville ISD: Independence Elementary — **Aug 2013 - June 2015**

KINDERGARTEN CLASSROOM TEACHER

Montgomery County Public Schools: Galway Elementary — **Aug 2011-June 2013**

972-672-8299

emilycastaneda249@gmail.com

Lebanon, TN

EDUCATION

MASTERS EDUCATIONAL LEADERSHIP

University of North Texas

2017-2018

BACHELOR OF ELEMENTARY EDUCATION

Texas Womans University

2006-2011

SKILLS

- Training Design & Implementation
- Data Analysis & Decision Making
- Evaluation Processes
- Relationship Building
- Leadership Development
- Early Literacy Best Practices
- Building Capacity Of Teachers And Instructional Coaches
- Curriculum Implementation
- Content Development & Delivery

CERTICATIONS

STATE OF TN:

- ILL-P Professional Administrator

STATE OF TX:

- Principal K-12,
- Elementary Education,
- English as a Second Language



CONTACT

Phone: 336-954-3924

Email:
gkershaw.ffl@gmail.com

EDUCATION

Queens University of Charlotte

- *Master of Arts; Educational Leadership*

GPA: 3.9

East Carolina University

- *Bachelor of Science; Birth- Kindergarten Teacher Education*

GPA: 3.5

RELEVANT SKILLS

- Instructional Leadership & Coaching
- Early Literacy & Science of Reading
- Data Analysis & Progress Monitoring
- Curriculum Development & Implementation
- Professional Learning Facilitation
- Culturally Responsive Teaching

Germonie Kershaw

Highly effective and experienced early literacy expert and instructional coach with over seven years of success as an elementary educator and school leader. Proven ability to support districts in developing and delivering impactful early literacy services that drive instructional improvement. Skilled communicator and collaborator, adept at building strong relationships with district personnel, colleagues, and all stakeholders. Focused on data-driven strategies that elevate student achievement and enhance the overall educational experience for all students.

Professional Experience

July 2024- Present

Instruction Partners, Nashville TN

Content Lead, Early Literacy

- Conduct instructional walk-throughs with school leadership teams to assess instructional quality and co-develop actionable plans to improve student outcomes.
- Collaborate with district and school partners to design, implement, and monitor strategic action plans aligned to key instructional priorities.
- Deliver high-quality, research-based professional learning experiences with Instructional Coaches grounded in the Science of Reading, tailored to meet the needs of educators and students.
- Build the instructional leadership capacity of school leaders by modeling coaching cycles that enhance teacher practice and accelerate student achievement.

August 2022- July 2024

The Point College Preparatory and Leadership Academy, Jamestown NC

Elementary School Assistant Principal

- Directed and coordinated K–2 ELA initiatives for 11 teachers, 4 administrators, and 11 support staff to build foundational content knowledge in early literacy.
- Analyzed data from 600 students to identify skill gaps and supported educators in delivering targeted, data-driven ELA instruction that support diverse learners.
- Conducted walkthroughs in 16 classrooms and provided actionable feedback to improve instruction; created individualized coaching plans for 6 teachers and modeled best practices in literacy instruction.
- Implemented new, research-based K–2 curriculum and program content to enrich the instructional experience for both students and teachers.
- Launched and led a high-impact after-school literacy program in partnership with Renaissance Learning, using data to identify and target skill gaps for K–5 students—successfully closing multi-year learning gaps in one year or less.

July 2018- July 2022

Guilford County Schools, Greensboro NC

Elementary Teacher (K-2)

- Implemented data-driven instruction across core content areas using high-quality instructional materials, including culturally relevant and rigorous texts, to support diverse learners.
- Collected and analyzed student work samples and assessment data to monitor progress and identify instructional gaps.
- Designed and delivered school-wide data analysis presentations and continuous improvement cycles to drive Kindergarten team effectiveness.
- Researched and integrated new technology tools and instructional techniques to boost classroom engagement and support the academic success of priority students.
- Developed and facilitated school-wide professional development focused on building classroom environments that promote high academic achievement.
- Served as Kindergarten Team Lead, facilitating PLCs, leading instructional planning, mentoring peers, and guiding data analysis to improve teaching practices and student outcomes.

Awards and Recognition

- **District Nominee & Representative**, *"Welcome to Kindergarten" Teacher Initiative* (2021)
- **Teacher of the Year**, Frazier Elementary School (2022)
- **Leadership Academy Graduate**, *Teacher Leadership Academy* – Leaders Building Leaders (2023)
- **Leadership Symposium Certificate**, *Coaching Teams to Higher Performance* – Leaders Building Leaders (2023)
- **Record-Breaking Achievement as Assistant Principal:** Led 84 Kindergarten students to 95% proficiency on the ELA state assessment (*DIBELS*) — a historical first for the school (2022–2023)
- Led 1st Grade to increase ELA proficiency from 59% to 83% within one academic year (2023–2024)
- Led 2nd Grade to increase ELA proficiency from 40% to 75% within one academic year (2023–2024)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: Instruction Partners

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: Bessemer City Schools
Contact Person: Remeka Little Phone Number: (205) 432-3000
Email Address: rlittle@bessk12.org Fax Number: _____
Nature of Contract: Targeted district-level support services focused on instructional improvement and leadership development
Services Provided: Comprehensive Instructional Diagnostic, District Improvement Plan, Leadership Coaching, Instructional Coherence Tools
Dollar amount: $ 741,350.0((over life of contract)
Contract start date: June 2024 Contract end date: June 2025

Name of Firm: Jackson Public Schools
Contact Person: Dr. Alvanette Thomas Cuchanan Phone Number: (601) 960-886
Email Address: althomas@jackson.k12.ms.us Fax Number: _____
Nature of Contract: Districtwide instructional improvement, implementation of high-quality instructional materials, leadership development
Services Provided: Leadership coaching, curriculum-aligned professional learning, systems-level support for instruction planning
Dollar amount: $ 433,755.00 (over life of contract)
Contract start date: July 2024 Contract end date: June 2025

Name of Firm: West Contra Costa Unified School District
Contact Person: Katherine Acosta-Verprauskus Phone Number: (510) 231-1130
Email Address: kacosta-verprauskus@wccusd.net Fax Number: _____
Nature of Contract: Comprehensive professional learning and leadership development across multiple schools
Services Provided: Clarity of instruction vision, instructional walkthroughs, protocols to analyze and improve student work
Dollar amount: $ 184,320.00 (over life of contract)
Contract start date: July 2024 Contract end date: June 2025

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: _____

Surveys	$ 2,500.00 per school Notes: To support the development, implementation, analysis of surveys
Assessments	$ 2,500.00 per school Notes: and assessments aligned to the scope of work.
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$ 8,671.96 per six-hour day
Virtual Coaching for Small Groups of five (5) or Individuals	$ 746.20 per hour
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$ 10,910.55 per six-hour day
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$ 17,626.31 two (2)-six (6) hour days
School Visits (Inclusive of all Travel Costs for Consultant)	$ 9,418.16 per school
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$ 3,357.88 per three-hour day
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$ 6,715.76 two (2)-three (3) hour days
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	Printed materials for onsite PD (per day): $ 200 per day of content per unit price Access to digital training materials: $ 2,000 per cohort of 10 schools per unit price _____: $_____ per unit price _____: $_____ per unit price Notes:
Registration Fees (Conference/Workshop)	$ N/A per participant
Other Expenses:	Student Assessment Data Analysis and Reporting $5,000 per year per cohort of 10 schools.

DELIVERY: All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

Tab VII: Appendix Table of Contents

Item #	Title	Description
1	Professional Learning Conditions and Practices (PLPC) Rubric	Framework outlining essential conditions and practices for effective professional learning systems.
2	ELA Instructional Practice Guide (IPG)	A tool originally developed by Student Achievement Partners and adapted by the TN Department of Education to support observation and feedback on ELA instruction. Organized by Core Actions aligned to rigorous, standards-based teaching.
3	Math Instructional Practice Guide (IPG)	A diagnostic tool for identifying strengths and areas for growth in math instruction. Adapted from the Student Achievement Partners framework and aligned to TN math standards and instructional shifts.
4	Math IPG Norming Deck	Sample materials used to norm leaders on the Math IPG.
5	ELA Lesson Internalization Process Example	Resource for facilitating ELA collaborative planning.
6	Math Onsite - Observation and Feedback Example	Sample session for building leader capacity in math observation and feedback.
7	ELA Sample Student Work Analysis Intro	Resource for supporting leaders in analyzing ELA student work.
8	Case Studies Progress Monitoring and Collaborative Planning	A sample leader facing a professional learning session focused on analyzing the impact of collaborative planning on instructions. Includes case study artifacts, normed facilitation, and reflection prompt aligned to the IPG
9	Gladstone Elementary Case Study (Missouri)	Documents a multi-year partnership with a K–6 public school in Missouri serving refugee

		and immigrant students. Highlights gains in student proficiency, adoption of HQIM, and the implementation of instructional leadership practices.
10	Lyons-Decatur Northeast Case Study (Nebraska)	Describes how Instruction Partners collaborated with Nebraska ESUs and Lyons-Decatur Northeast Elementary to improve math instruction and increase student proficiency from 35% to 67% in one year through HQIM implementation and leader capacity building.

Please note: Landscape-oriented documents (e.g., slide decks) have centered bottom page numbers that appear on the right-hand side when hole-punched in the binder.

Appendix Item 1

Professional Learning Conditions and Practices (PLCP) Rubric

Collaborative planning conditions

Indicator	How do you know?	Current state
1.There is a clear, communicated vision for the purpose of collaborative planning.	**Artifact review:** Collaborative planning vision statement and any materials documenting the plan to communicate it **Teacher and facilitator survey:** "The vision for collaborative planning at my school was communicated to me, and I have a clear understanding of that vision."	☐ **Emerging:** Teams have different ideas for how this time should be spent. ☐ **Developing:** Some teams can articulate the purpose of this time. ☐ **Deepening:** Most teams understand the purpose of this time.
2. There is dedicated and consistent time for teachers to meet regularly.	**Artifact review:** Teacher schedules and attendance at collaborative planning meetings. **Teacher survey:** "I meet with my colleagues regularly to plan collaboratively."	☐ **Emerging:** Teams may meet sporadically, but time is not built into the school's calendar. ☐ **Developing:** Teams meet consistently for a sufficient amount of time, but meetings are not consistent throughout the school and/or this time is often interrupted. ☐ **Deepening:** Most teams meet for a sufficient amount of uninterrupted time.
3. Protocols and processes are in place to ensure effective use of collaboration time.	**Artifact review:** Schoolwide protocols and example agendas. **Teacher and facilitator surveys:** "My team has strong protocols and processes that maximize our time together collaboratively planning."	☐ **Emerging:** There are no schoolwide agendas or protocols shared across teams. ☐ **Developing:** There are some schoolwide agendas and protocols shared across teams, but not all teams use them effectively. ☐ **Deepening:** There are purposeful schoolwide agendas and protocols shared across teams that are aligned to the vision and goals of this time, and most teams use them effectively.
4. All staff members understand their roles and responsibilities in the collaborative planning structure.	**Artifact review:** Any documents specifying the key actions and timelines for leaders, facilitators, and participants involved in collaborative plannings. **Teacher and facilitator surveys:** "I understand what is expected of me in order to make collaborative planning effective." **Facilitator survey:** "I have sufficient time to complete my responsibilities as a facilitator of collaborative planning."	☐ **Emerging:** Roles and responsibilities for collaborative planning do not exist or people are not aware of them. ☐ **Developing:** Roles and responsibilities exist, but many staff are unaware of them or unable to execute on them. ☐ **Deepening:** Roles and responsibilities for collaborative planning exist, and most staff members are able to execute them.
5. Facilitators are trained and well prepared to fulfill their responsibilities in alignment with the vision.	**Artifact review:** The agenda and other available materials from the facilitator training. **Facilitator survey:** "I feel prepared to effectively lead my team in collaborative planning."	☐ **Emerging:** There is no training or support for facilitators. ☐ **Developing:** There is training and support for facilitators, but they do not lead to effective facilitation. ☐ **Deepening:** There is sufficient training and support for facilitators, and they lead to effective facilitation.
6. Teachers and facilitators are invested in collaborative planning time.	**Teacher and facilitator surveys:** "I am invested in collaborative planning time."; "Collaborative planning improves my/teachers' practice."	☐ **Emerging:** Few teachers and facilitators are invested in this time. ☐ **Developing:** Some teachers and facilitators are invested in this time, but a few question its impact and usefulness. ☐ **Deepening:** Most teachers and facilitators are invested in this time and can speak to its impact on their teaching.

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7. Interactions between facilitators and teachers affirm teachers' perspectives, efforts, and contributions.	**Observation:** Equity of voice, participation, and vulnerability. **Teacher survey:** "My perspectives, efforts, and contributions are affirmed in interactions with facilitators." **Facilitator survey:** "Interactions between facilitators and teachers affirm teachers' perspectives, efforts, and contributions."	☐ **Emerging:** Few teachers' perspectives, efforts, and contributions are affirmed in interactions with facilitators (specifically those who are least likely to feel affirmed). ☐ **Developing:** Some teachers' perspectives, efforts, and contributions are affirmed in interactions with facilitators (specifically those who are least likely to feel affirmed). ☐ **Deepening:** Most teachers' perspectives, efforts, and contributions are affirmed in interactions with facilitators (specifically those who are least likely to feel affirmed).

Observation and feedback conditions

Indicator	How do you know?	Current state
1. There is a clear, communicated vision for the purpose of observation and feedback.	**Artifact:** Vision statement and a plan to communicate it **Teacher and observer surveys:** "The vision for observation and feedback at my school was communicated to me, and I have a clear understanding of that vision."	☐ **Emerging:** Teachers and observers have different ideas about the purpose of an observation and feedback cycle. ☐ **Developing:** Some teachers and observers can articulate the purpose of an observation and feedback cycle. ☐ **Deepening:** Most teachers and observers understand the purpose of an observation and feedback cycle.
2. There is dedicated and consistent time to engage in observation and feedback.	**Artifact:** Leader weekly schedules with dedicated observation time **Teacher survey:** "I am observed and provided feedback at least once every other week." **Observer survey:** "I observe and provide feedback to the teachers on my caseload at least every other week."	☐ **Emerging:** Observers do not allocate enough time in their schedules to be in classrooms and provide feedback. ☐ **Developing:** Some observers allocate enough time in their schedules to observe and provide feedback, but it is inconsistently followed through on. ☐ **Deepening:** Most observers prioritize classroom observations, spending several hours a week engaged in observations and feedback.
3. There is a way to track that all teachers receive consistent observation and feedback.	**Artifact:** Observation tracker **Teacher survey:** "I can easily access the notes and action steps from my observations and feedback meetings." **Observer survey:** "I use an observation tracker to track observation dates, notes, and action steps and adjust the tracker as needed."	☐ **Emerging:** Observers do not have a shared way of tracking the frequency or content of observations and feedback. ☐ **Developing:** Observers track the frequency and content of observations and feedback in a shared system, but tracking is inconsistent across observers. ☐ **Deepening:** Observers track, share, and reflect on the frequency and content of observations and feedback; they use this information to adapt their practices.
4. All staff members understand their roles and responsibilities in the observation and feedback structure.	**Artifact:** Schoolwide plan that specifies the key actions, dates, and responsibilities for all staff members **Teacher and observer surveys:** "I understand my responsibilities and action steps so that the observation cycle is effective." **Observer survey:** "I have sufficient time to carry out my roles and responsibilities when it comes to observation and feedback."	☐ **Emerging:** Roles and responsibilities for observation and feedback do not exist or people are not aware of them. ☐ **Developing:** Roles and responsibilities for observation and feedback exist, but many staff are unable to execute them. ☐ **Deepening:** Roles and responsibilities for observation and feedback exist, and most staff members are able to execute them.
5. Observers receive training and clear protocols for how to do observation and feedback.	**Artifact:** Agendas or PL materials from observer trainings or joint observations **Observer survey:** "I feel prepared to facilitate an effective observation and feedback cycle."	☐ **Emerging:** There are no trainings or protocols about how to do effective observation and feedback. ☐ **Developing:** There are trainings and protocols for observers, but they do not lead to effective observation and feedback. ☐ **Deepening:** There are trainings and protocols for observers, and they lead to effective observation and feedback.

Download Professional Learning Conditions and Practices at **instructionpartners.org/professional-learning/**
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6. Teachers and observers are invested in observation and feedback.	**Teacher and observer surveys:** "I am invested in the observation and feedback process."; "The observation and feedback process improves my/teachers' instructional practice."	☐ **Emerging:** Few teachers and observers are invested in observation and feedback. ☐ **Developing:** Some teachers and observers are invested in observation and feedback, but a few question its impact and usefulness. ☐ **Deepening:** Most teachers and observers are invested in observation and feedback and can speak to its impact.
7. Interactions between observers and teachers affirm teachers' perspectives, efforts, and contributions.	**Observation:** Equity of voice, participation, vulnerability **Teacher survey:** "My perspectives, efforts, and contributions are affirmed in interactions with observers."	☐ **Emerging:** Few teachers (specifically those who are least likely to feel affirmed) have their perspectives, efforts, and/or contributions affirmed in the observation and feedback structure. ☐ **Developing:** Some teachers (specifically those who are least likely to feel affirmed) have their perspectives, efforts, and/or contributions affirmed in the observation and feedback structure. ☐ **Deepening:** Most teachers (specifically those who are least likely to feel affirmed) have their perspectives, efforts, and/or contributions affirmed in the observation and feedback structure.

Appendix 2

ELA Instructional Practice Guide (IPG)

Tennessee Instructional Practice Guide (IPG)
K-12 Knowledge Building Lessons*

*Note: Use the K-2 Foundational Skills IPG when observing lessons focused on foundational skills development.

Culture of Learning: Environmental Readiness		
• Students complete instructional tasks, volunteer responses and/or ask appropriate questions. • Students follow behavioral expectations and directions. • Students execute transitions, routines and procedures in an orderly and efficient manner. • Students are engaged in the work of the lesson from start to finish; there is a sense of urgency about how time is used. • Students and their teacher demonstrate a joy for learning through positive relationships and strong classroom culture that is responsive to student interests, experiences, and approaches to learning.	**Yes** **No**	
Core Action One: High-Quality Texts at the Center of Instruction		
A. A majority of the lesson is spent reading, writing, or speaking about the text(s). Type of text(s) (circle): Information / Literary / Other Media or Format	Yes No	
B. The anchor text(s) are at or above the complexity level expected for the grade and time in the school year.	Yes No	
C. The text(s) exhibit exceptional craft and thought, and/or provide meaningful information in the service of building knowledge.	Yes No	
Core Action One Summary: The majority of the lesson is grounded in a text that is at or above the expected complexity level and the text is utilized to develop knowledge that is worthy of students' time.	**Yes** **No**	
Core Action Two: Effective Use of Questions & Tasks		
A. Questions and tasks address the text by attending to its particular qualitative features: its meaning/purpose, and/or language, structure(s), and knowledge demands.	Yes Somewhat	Mostly Not Yet
B. Questions and tasks require students to use evidence from the text to demonstrate understanding and to support their ideas about the text. These ideas are expressed through written and/or oral responses.	Yes Somewhat	Mostly Not Yet
C. Questions and tasks attend to the words (academic vocabulary), phrases, and sentences within the text.	Yes Somewhat	Mostly Not Yet
D. Questions and tasks are sequenced to build knowledge by guiding students to delve deeper into the text and graphics.	Yes Somewhat	Mostly Not Yet
Core Action Two Summary: Teacher uses questions and tasks to reflect the depth of textual analysis required by grade-level standards and integrate these standards in service of building knowledge.	**Yes** **Somewhat**	**Mostly** **Not Yet**
Core Action Three: Opportunities for Student Engagement **Rating Scale** **Yes** - Teacher provides many opportunities, and most students take them. **Mostly** - Teacher provides many opportunities, and some students take them; or teacher provides some opportunities and most students take them. **Somewhat** - Teacher provides some opportunities, and some students take them. **Not Yet** - Teacher provides few or no opportunities, or few or very few students take the opportunities provided.		
A. The teacher poses questions and tasks that allow opportunities for students to do the majority of the work, and students engage in those opportunities via speaking/listening, reading, and/or writing.	Yes Somewhat	Mostly Not Yet
B. The teacher expects evidence and precision from students and probes students' answers accordingly, and students provide text evidence to support their ideas and display precision in their oral and written responses.	Yes Somewhat	Mostly Not Yet
C. The teacher cultivates reasoning and meaning making by allowing students to productively struggle, and students persevere through difficulty.	Yes Somewhat	Mostly Not Yet
D. The teacher creates conditions for student conversations where students are encouraged to talk and ask questions about each other's thinking, and students engage in those opportunities in order to clarify or improve their understanding.	Yes Somewhat	Mostly Not Yet
E. The teacher deliberately checks for understanding throughout the lesson and adapts the lesson according to student understanding, and students refine their written and/or oral responses (if appropriate).	Yes Somewhat	Mostly Not Yet
Core Action Three Summary: Students are responsible for developing their thinking, analyzing texts, and synthesizing knowledge orally and through writing (with appropriate supports as needed).	**Yes** **Somewhat**	**Mostly** **Not Yet**

Appendix 3

Math Instructional Practice Guide (IPG)

Culture of Learning: Create a classroom culture where student agency, mathematical identity, and belonging contribute to students' mathematical success.		
• Students and their teacher demonstrate a joy for learning through positive relationships and strong classroom culture that is responsive to student interests, experiences, and approaches to learning. • Students demonstrate self-management and there is a classroom culture of student choice and autonomy. • Students demonstrate positive dispositions and beliefs about their ability to participate and perform effectively in mathematics and their ability to use mathematics as a problem-solving tool in powerful ways across the contexts of their lives. • Students are engaged in the mathematics of the lesson from start to finish; there is intentionality about how time is used.	**Yes** **No**	
Core Action One: Focus, Coherence, and Rigor* at the Center of Instruction		
A. A majority of the lesson is spent on the grade/course-level cluster(s), grade/course-level content standard(s), or part(s) thereof. Mathematical Learning Goal: Standard(s) addressed in this lesson:	**Yes** **No**	
B. The curriculum materials are used as designed to connect developing mathematical ideas to math content within or across grades/courses through the use of tasks, examples, multiple representations, discussion, and instructional techniques.	**Yes** **No**	
C. The curriculum materials are used as designed to intentionally target the aspect(s) of Rigor (conceptual understanding, procedural skill and fluency, application) called for by the standard(s) being addressed in the lesson. Which aspect(s) of Rigor are targeted in the standard(s) addressed in the lesson? Which aspect(s) of Rigor are targeted in the instruction?	**Yes** **No**	
Core Action One Summary: The majority of the mathematics content of the lesson is grounded in materials and the delivery of the lesson meets the intent of grade-level standard(s) and leverages mathematical coherence and the appropriate aspect(s) of rigor to develop student understanding.	**Yes** **No**	
Core Action Two: Teacher Strategies to Develop Math Meaning		
A. The teacher uses a variety of explanations, representations, tasks, examples and/or instructional techniques are used to make the mathematics of the lesson explicit.	Yes Somewhat	Mostly Not Yet
B. The teacher shares multiple students' representations and/or solution methods and connects to students' understanding of the content, reduces student misconceptions, and ensures the mathematics is explicit.	Yes Somewhat	Mostly Not Yet
C. The teacher provides feedback and adjusts the lesson in response to student understanding. Questions and tasks surface misconceptions and opportunities for growth.	Yes Somewhat	Mostly Not Yet
D. The teachers uses internal summaries to pause and ensure understanding making references to student work and using discussions and questions reinforce the concepts of the lesson.	Yes Somewhat	Mostly Not Yet
Core Action Two Summary: The teacher uses instructional strategies to ensure all students progress toward mastery of the mathematical concepts addressed in the lesson.	**Yes** **Somewhat**	**Mostly** **Not Yet**
Core Action Three: Provide all students with opportunities to do mathematical thinking within the lesson. *Some or most of the indicators and student behaviors should be observable in every lesson, though not all will be evident in every lesson.*		
A. The teacher provides opportunities and access for all students to work with and practice grade-level problems and exercises. Students work with and practice grade-level problems and exercises.	Yes Somewhat	Mostly Not Yet
B. The teacher cultivates reasoning and problem solving by supporting students productive struggle.* Students reason, make sense of mathematics, and persevere in solving problems in the face of difficulty.	Yes Somewhat	Mostly Not Yet
C. The teacher poses questions and problems that prompt students to explain their thinking in a variety of ways about the content of the lesson. Students share their thinking in a variety of ways about the content of the lesson beyond just stating answers.	Yes Somewhat	Mostly Not Yet
D. The teacher provides opportunities for student conversations where students talk about each other's thinking. Students discuss and ask questions about each other's thinking, in order to clarify or improve their own mathematical understanding, justifications, and explanations.	Yes Somewhat	Mostly Not Yet
E. The teacher connects and develops students' informal and/or home language and mathematical ideas to precise mathematical language* and ideas. Students use increasingly precise mathematical language and ideas as they reason and explain their thinking.	Yes Somewhat	Mostly Not Yet
Core Action Three Summary: Students do and share their mathematical thinking within the lesson to develop a deeper understanding of the mathematical concepts addressed in the lesson.	**Yes** **Somewhat**	**Mostly** **Not Yet**

Appendix 4

Math IPG Norming Deck

IPG Norming

JPS Curriculum Leads, September 10, 2024



INSTRUCTION PARTNERS

Let's spread some JOY!



Think about it:

What is something that has brought you joy in the past week or so? Could be a photo, a memory, a moment, a meal, a joke

In your breakout rooms, share out your moment of joy!



Framing our Time Together

Outcomes for today:

Participants will…

- understand the purpose and design of the IPG
- reflect on key indicators on the IPG
- norm on key indicators of the IPG using a video observation.

Time	Detail
15 mins	Opening, introductions, framing
15 mins	Intro to the Math IPG
20 mins	Zooming in on specific indicators
25 mins	Video observation + norming
10 min	Reflections on our own practice
5 min	Survey + Next Steps

Collaborative Learning Norms



BE PRESENT & ENGAGED
Give yourself this time and space to be **fully present.**

STRIVE FOR EQUITY OF VOICE
All voices are wanted and needed. Actively **listen.**

LOOK FOR BLIND SPOTS
Check your **mindset, tone** and **privilege.** Keep **equity** at the forefront of the work.

STAY SOLUTIONS ORIENTED
We all work for **children.** Assume the **best!** Hold up the **mirror** before the magnifying glass.

EXPECT THE PUSH
We are **learning and growing** together. Sometimes growth is uncomfortable.

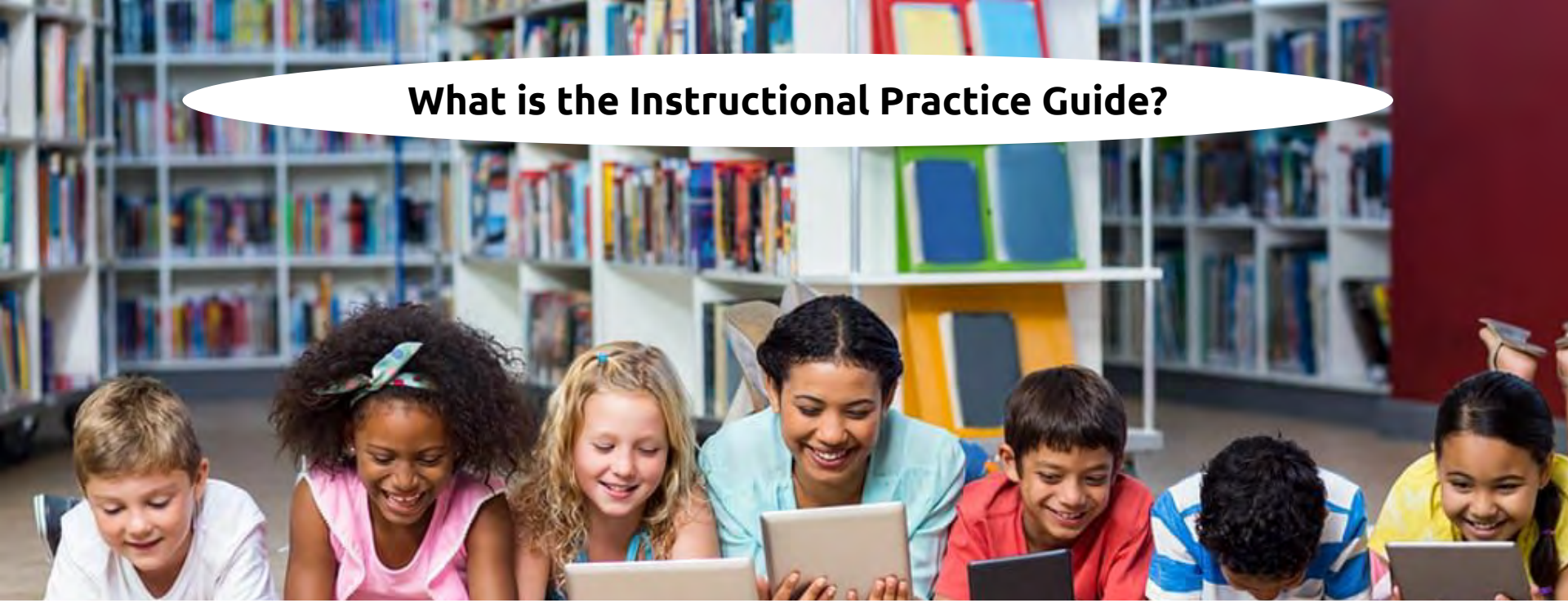
USE STRENGTH-BASED LANGUAGE
Refer to students using **"student first"** language. *For example, instead of "the low kids", try "**students with** unfinished teaching".*

LEARN, UNLEARN, RELEARN
We are not the ultimate knowledge holders. Sometimes we will have to **interrogate what we already know** when faced with new information.

DISRUPT PERFECTIONISM
It is enough to be **good enough.**

Introduction to the Instructional Practice Guide (IPG)

What is the Instructional Practice Guide?



- Developed by Student Achievement Partners
- Describes specific, observable actions that illustrate the vision for excellent math instruction.
- Intended to help teachers and those who support teachers, make shifts in instructional practices to deliver more effective, equitable, standards-aligned instruction.
- Designed as tools for teachers and leaders to gauge whether students are engaging with content in ways that address the expectations of college- and career-ready standards for math

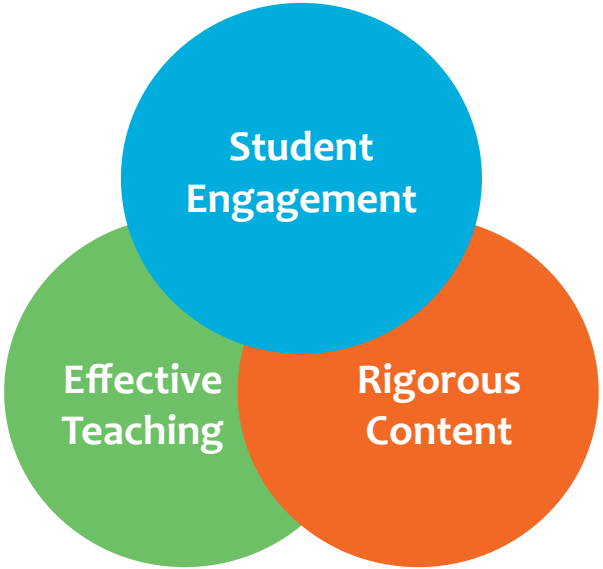
The IPG is a Conversation Tool

The IPG is designed for formative use to facilitate **non-evaluative** teacher observation and promote professional development through discussion and planning.

WHAT STUDENTS NEED



We know from research that improving core **INSTRUCTION** is the key to improving learning.

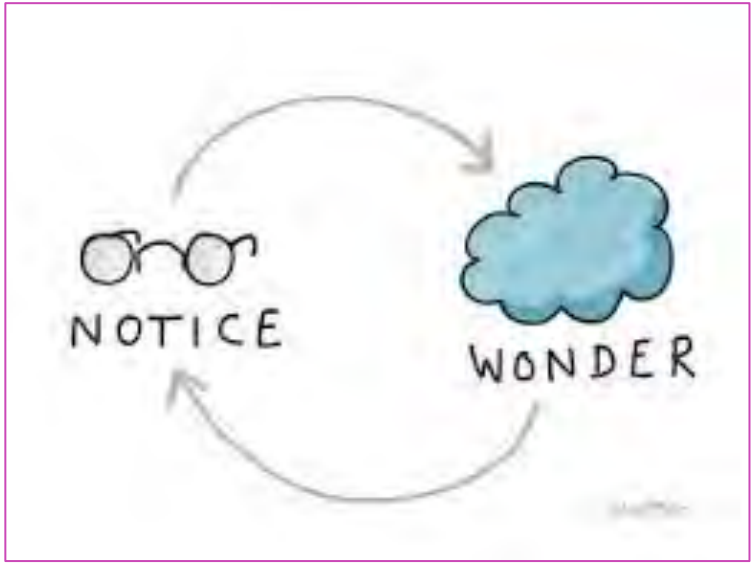


"**To improve student learning,** you can **raise the level of the content** that students are taught. You can **increase the skill and knowledge that teachers bring to the teaching of that content**. And you can **increase the level of students' active learning of the content**. That's it."

– Dr. Richard Elmore

Notice & Wonder

Individual Reflection: Take the next 4 minutes to look over the IPG and synthesize your thoughts around what you **notice** and what you **wonder**



In small groups, discuss:

- What do you notice? What do you wonder?
- What feels in alignment with the way you approach Math instruction? What is new or different?

Examples of Notice & Wonderings

I notice that there are three core actions.

I wonder what this means.

Math Classroom Observation Rubric (based on Instructional Practice Guide)

Standard Alignment: Does the lesson reflect the demands of the standards?	
Instruction meets the demand of the standard or pairing of standard(s).	The instruction meets the demand of the standard or pairing of standard(s). 4 – Fully meets 3 – Mostly meets 2 – Partially meets 1 – Does not meet
Core Action 1: Does the lesson ensure the work of the enacted lesson reflects the focus, coherence, and rigor required by college- and career- ready standards in mathematics?	
A. The goal of each lesson reflects mathematics within the grade-level standards.	Yes – The goal of the lesson focuses on mathematics within the grade level standards. No, but appropriate – The goal of the lesson focuses on non-grade-level standards in an intentionally coherent way to increase access to grade-level materials. No – The goal of the lesson does not focus on mathematics within the grade-level standards.
B. Content is linked to prior math knowledge to increase access to grade-level math concepts for students with unfinished learning	Yes - Connections are being made to help students think about the math in a coherent way that helps them access grade-level material. No - Connections are not being made to help students think about the math in a coherent way that helps them access grade-level material.
C. The enacted lesson intentionally targets the aspect(s) of rigor (conceptual understanding, procedural skill and fluency, application) called for by the standard(s) being addressed.	Circle the aspect(s) of rigor targeted in the standard addressed in this lesson: Conceptual, Procedural, Application Yes – The enacted lesson explicitly targets the aspect(s) of rigor called for by the standard(s) being addressed. No – The enacted lesson targets aspects of rigor that are not appropriate for the standard(s) being addressed.
Core Action 2: Does the lesson employ instructional practices that allow all students to learn the content of the lesson?	
A. The teacher makes the mathematics of the lesson clear through the use of explanations, representations, tasks, and/or examples.	4 – A variety of instructional techniques and examples are used to make the mathematics of the lesson clear. 3 – Examples are used to make the mathematics of the lesson clear. 2 – Instruction is limited to showing students how to get the answer. 1 – Instruction is not focused on the mathematics of the lesson.
B. The teacher strengthens all students' understanding of the content by strategically sharing students' representations and/or solution methods and connecting those solutions to the learning goal of the lesson.	4 – Student solution methods are shared and connections to the mathematics are explicit and purposeful. Connections between the methods are examined. 3 – Student solution methods are shared and some mathematical connections are made between them. 2 – Student solution methods are shared, but few connections are made to strengthen student understanding. 1 – Student solution methods are not shared.
C. The teacher deliberately checks for understanding to surface misconceptions and opportunities for growth to provide feedback to students.	4 - The teacher checks for understanding among most students. Feedback is provided and students are expected to incorporate feedback into their work. 3 - The teacher checks for understanding among most students and feedback is provided. 2 - The teacher checks for understanding among some students. Feedback is provided to those students. 1 - The teacher checks for understanding among few or no students and/or no feedback is provided.
D. Throughout the lesson the teacher facilitates summaries of the key learnings with references to student work and discussion in order to reinforce the purpose of the lesson.	4 – The lesson includes a summary with references to student work and discussion that reinforces the mathematics. 3 – The lesson includes a summary with a focus on the mathematics. 2 – The lesson includes a summary with limited focus on the mathematics. 1 – The lesson does not include a summary of the mathematics.
F. Students from historically marginalized communities consistently receive supportive feedback that affirms their abilities and potential as mathematicians.	4 - The teacher consistently provides feedback that affirms the abilities and potential of a variety of individual students and includes precision and nuance unique to the student's work. 3 - The teacher consistently provides feedback that affirms the abilities and potential of a variety of individual students and extends beyond stating answers are right or wrong. 2 - The teacher provides feedback that affirms the abilities and potential of a limited set of individual students and

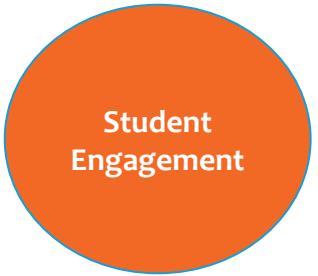
I notice that everything is scored 1-4

Whole Group Share

- What trends do you see in the notice and wonderings?
- What stands out to you in the IPG?
- What immediate questions are coming up?



Core Action Buckets

Core Action 1: Does the lesson ensure the work of the enacted lesson reflects the focus, coherence and rigor required by college and career ready standards in mathematics?	
Core Action 2: Does the lesson employ instructional practices that allow all students to learn the content of the lesson?	
Core Action 3: Does the lesson and instruction provide support for all students to exhibit mathematical practices while engaging with the content of the lesson?	

Whole Group Reflection

How do you envision the IPG being a **supportive** tool to use with the teachers you coach?



Core Action 1: Rigorous Content

Core Action 1

Does the lesson ensure the work of the enacted lesson reflects the Focus, Coherence, & Rigor required by college and career ready standards in mathematics?

Rigorous Content

A. The **goal** of each lesson reflects mathematics within the **grade-level standards**.	Yes - The goal of the lesson focuses only on mathematics **within the grade-level standards**. *No, but appropriate - The goal of the lesson focuses on non grade-level standards in an intentionally coherent way to increase access to grade level materials.* No - The goal of the lesson does not focus on mathematics within the grade level standards.
B. Content is **linked to prior math knowledge** to increase access to grade level math concepts **for students with unfinished learning**.	Yes - **Connections** are being made to help students think about the math in a **coherent** way that helps them access **grade level material**. No - Connections are not being made to help students think about the math in a coherent way that helps them access grade level material.
C. The enacted lesson **intentionally targets the aspect(s) of rigor** (conceptual understanding, procedural skills and fluency, application) called for by the standard(s) being addressed.	Circle the aspect(s) of rigor targeted in the standard addressed in this lesson: Conceptual, Procedural, Application Yes - The enacted lesson explicitly **targets the aspect(s) of rigor called for by the standard(s) being addressed**. No - The enacted lesson targets aspects of rigor that are not appropriate for the standard(s) being addressed.

Core Action 1C: Aspect(s) of Rigor

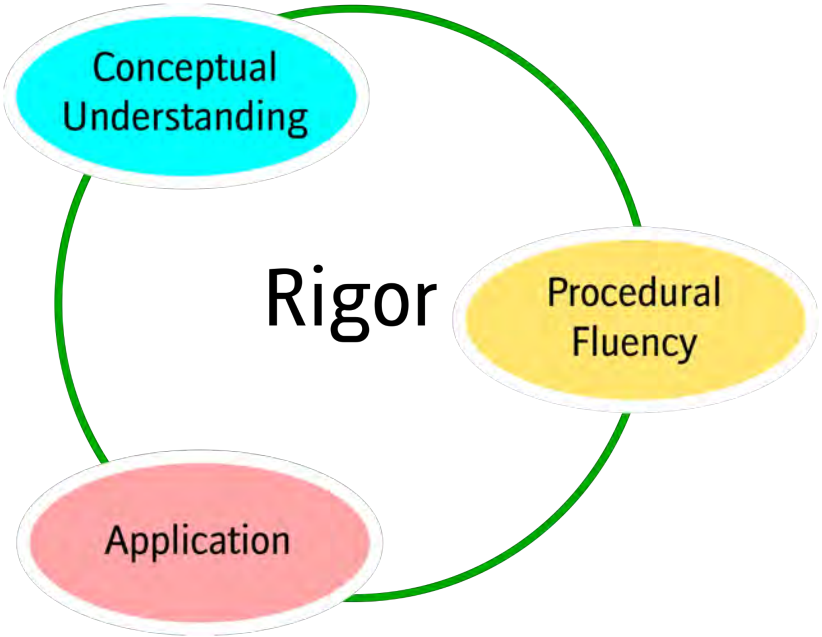
C. The enacted lesson intentionally targets the aspect(s) of rigor (conceptual understanding, procedural skill and fluency, application) called for by the standard(s) being addressed.	Circle the aspect(s) of rigor targeted in the standard addressed in this lesson: Conceptual, Procedural, Application Yes – The enacted lesson explicitly targets the aspect(s) of rigor called for by the standard(s) being addressed. No – The enacted lesson targets aspects of rigor that are not appropriate for the standard(s) being addressed.

This indicator has two decision points:

1) What aspect(s) of rigor does the standard the lesson is covering target?
2) Does the enacted lesson align with what we expect to see for that aspect of rigor?

Aspects of Rigor

Associated with higher order thinking skills, working with multiple representations, and generally moving beyond performing procedures.



Students are asked to perform core functions required by grade-level mathematics with accuracy and flexibility. **Fluency** is explicitly called for in certain standards and implies efficiency.

Can be thought of generally as problem solving, in real-world or mathematical contexts.

Example: 4.NF.A.1

4.NF.A.1: Explain why a fraction a/b is equivalent to a fraction (n × a)/(n × b) by using visual fraction models, with attention to how the number and size of the parts differ even though the two fractions themselves are the same size. Use this principle to recognize and generate equivalent fractions. (Denominators are limited to 2, 3, 4, 5, 6, 8, 10, 12, and 100.)

What aspect of rigor do we feel this standard is targeting? Why?

A) Conceptual Understanding

B) Procedural Skill & Fluency

C) Application

Example: 4.NF.A.1

4.NF.A.1: Explain why a fraction a/b is equivalent to a fraction (n × a)/(n × b) by using visual fraction models, with attention to how the number and size of the parts differ even though the two fractions themselves are the same size. Use this principle to recognize and generate equivalent fractions. (Denominators are limited to 2, 3, 4, 5, 6, 8, 10, 12, and 100.)

What aspect of rigor do we feel this standard is targeting? Why?

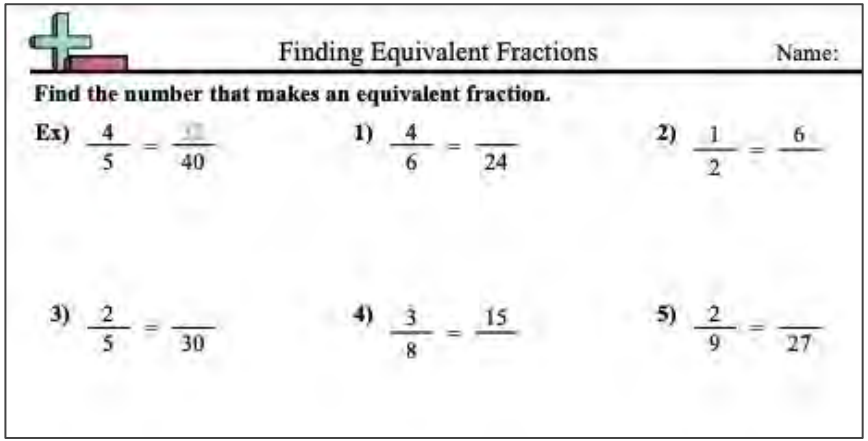
A) Conceptual Understanding

B) Procedural Skill & Fluency

C) Application

Connection Between Aspect of Rigor & Task

Google Search: "4.NF.A.1 Worksheets"



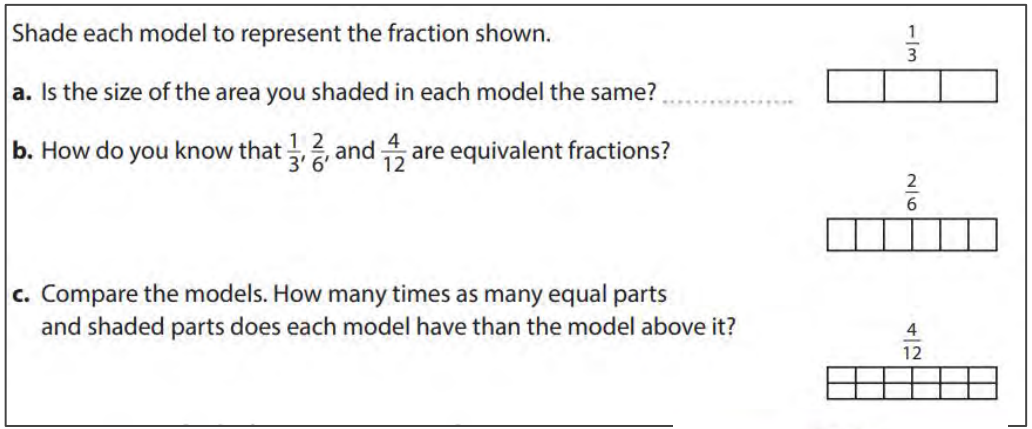
Finding Equivalent Fractions Name:

Find the number that makes an equivalent fraction.

Ex) $\frac{4}{5} = \frac{\square}{40}$ 1) $\frac{4}{6} = \frac{\square}{24}$ 2) $\frac{1}{2} = \frac{6}{\square}$

3) $\frac{2}{5} = \frac{\square}{30}$ 4) $\frac{3}{8} = \frac{15}{\square}$ 5) $\frac{2}{9} = \frac{\square}{27}$

Aligned Curriculum: iReady Math, Lesson 17, Session 1 Targeting 4.NF.A.1



Shade each model to represent the fraction shown.

a. Is the size of the area you shaded in each model the same? .....

b. How do you know that $\frac{1}{3}$, $\frac{2}{6}$, and $\frac{4}{12}$ are equivalent fractions?

c. Compare the models. How many times as many equal parts and shaded parts does each model have than the model above it?

$\frac{1}{3}$ $\frac{2}{6}$ $\frac{4}{12}$

DISCUSS IT

- How could you and your partner use multiplication to find another equivalent fraction for $\frac{1}{3}$?
- I think models and equations can help you understand equivalent fractions because . . .

- What similarities and differences do you see between these two tasks?
- What makes the task from iReady more aligned than the googled worksheet?

Connection Between Aspect of Rigor and Instruction

If we know this standard/lesson is targeting conceptual understanding…

- What teacher actions do we expect to see?
- What student actions do we expect to see?

Teacher Actions	Student Actions
• Asking students to explain WHY • Sharing student examples and representations • Guide students to make connections between strategies • Posing questions to push kids to explain their thinking	• Trying the problem on their own using their own strategies and representations • Looking at strategies and making connections • Using manipulatives to build understanding

Core Action 2: Effective Teaching

Effective Teaching

Does the lesson employ ***instructional practices*** that allow **all students** to learn the content of the lesson?

Core Action 2: Does the lesson employ instructional practices that allow all students to learn the content of the lesson?	
A. The teacher makes the mathematics of the lesson clear through the use of explanations, representations, tasks, and/or examples.	4 – A variety of instructional techniques and examples are used to make the mathematics of the lesson clear. 3 – Examples are used to make the mathematics of the lesson clear. 2 – Instruction is limited to showing students how to get the answer. 1 – Instruction is not focused on the mathematics of the lesson.
B. The teacher strengthens all students' understanding of the content by strategically sharing students' representations and/or solution methods and connecting those solutions to the learning goal of the lesson.	4 – Student solution methods are shared and connections to the mathematics are explicit and purposeful. Connections between the methods are examined. 3 – Student solution methods are shared and some mathematical connections are made between them. 2 – Student solution methods are shared, but few connections are made to strengthen student understanding. 1 – Student solution methods are not shared.
C. The teacher deliberately checks for understanding to surface misconceptions and opportunities for growth to provide feedback to students.	4 - The teacher checks for understanding among most students. Feedback is provided and students are expected to incorporate feedback into their work. 3 - The teacher checks for understanding among most students and feedback is provided. 2 - The teacher checks for understanding among some students. Feedback is provided to those students. 1 - The teacher checks for understanding among few or no students and/or no feedback is provided.
D. Throughout the lesson the teacher facilitates summaries of the key learnings with references to student work and discussion in order to reinforce the purpose of the lesson.	4 – The lesson includes a summary with references to student work and discussion that reinforces the mathematics. 3 – The lesson includes a summary with a focus on the mathematics. 2 – The lesson includes a summary with limited focus on the mathematics. 1 – The lesson does not include a summary of the mathematics.
F. Students from historically marginalized communities consistently receive supportive feedback that affirms their abilities and potential as mathematicians.	4 - The teacher consistently provides feedback that affirms the abilities and potential of a variety of individual students and includes precision and nuance unique to the student's work. 3 - The teacher consistently provides feedback that affirms the abilities and potential of a variety of individual students and extends beyond stating answers are right or wrong. 2 - The teacher provides feedback that affirms the abilities and potential of a limited set of individual students and

Core Action 2A

The teacher makes the mathematics of the lesson clear through the use of explanations, representations, tasks, and/or examples.	4 —A variety of instructional techniques and examples are used to make the mathematics of the lesson clear. 3 — Examples are used to make the mathematics of the lesson clear. 2 — Instruction is limited to showing students how to get the answer. 1 — Instruction is not focused on the mathematics of the lesson.

- Multiple strategies to solve
- Teachers allow students to grapple with the work

- Lecture
- Following the procedure the teacher is demonstrating

Scenario Practice

During Lesson 4 in 6th grade, students are exploring the idea that expressions with variables can be used to generalize relationships; they will understand that algebraic expressions can represent real-world situations in which a quantity is unknown.

Use what you know to try to solve the problem below.

Kaley is making a long bench for a daycare center. She connects 1-foot wooden cubes in a row. She will use fabric to cover the bench on all sides, including the bottom. What is the surface area to be covered with fabric if Kaley uses 20 cubes?



- What would we expect to see if instruction were on the 3 / 4 side?
- What would we expect to see if instruction were on the 1 / 2 side?

2A

In scoring 2A, we should consider…

- What is the aspect of rigor (1C) of the standard tagged to this lesson? Knowing that this is **conceptual** and **procedural** helps me to narrow my lens around success in 2A
- In this classroom, a ¾ for 2A would come from…
  - Students having the opportunity to try a variety of strategies
  - Students aren't using *every* strategy, but rather choosing the one that makes the most sense for them
  - By the end of the lesson, fluency with solving

A 3 or 4 on 2A doesn't call for students to do all 30 problems in the lesson plan.

What it *does* call for is students having the opportunity to practice the problems most aligned with the depth of the objective.

Core Action 3

Core Action 3 Focus: 3D

Student Engagement

Core Action 3: Does the lesson and instruction provide support for all students to exhibit mathematical practices while engaging with the content of the lesson?	
A. Students do the majority of the work of the lesson by working with and practi	4 - Most students are doing the majority of the work in service of grade-level standards. 3 - Some students are doing the majority of the work in service of grade-level standards.
B. Stude reason	
C. Students display their thinking about the content of the lesson beyond just stating answers.	4 - Most students display their thinking beyond just stating answers in service of grade-level understanding. 3 - Some students display their thinking beyond just stating answers in service of grade-level understanding. 2 - Few students display their thinking beyond just stating answers in service of grade-level understanding, OR students are displaying their thinking beyond just stating answers, but not in service of grade-level understanding. 1 - Few or no students display their thinking beyond just stating answers.
D. Students talk and ask questions about each other's thinking, in order to clarify or improve their own mathematical understanding.	4 - Most students are engaged in student-to-student conversations that are in service clarify and improve their understanding. 3 - Some students are engaged in student-to-student conversations that are in se clarify and improve their understanding. 2 - Few student conversations are occurring in service of grade-level understandi conversations are occurring but not in service of grade-level understanding. 1 - Student-to-student conversations are not occurring for most students.
E. Students connect their informal language and mathematical ideas to increasingly precise mathematical language and ideas.	4 - Most students are asked to connect their informal language and ideas to more precise ma language and ideas in service of grade-level understanding. 3 - Some students are asked to connect their informal language and ideas to more precise mathematical language and ideas in service of grade-level understanding. 2 - Few students are asked to connect their informal language and mathematical ideas in service of grade-level content, OR students are asked to connect their informal language and mathematical ideas, but not in service of grade-level understanding. 1 - Students are not asked to connect their informal language and mathematical ideas to more precise mathematical

Let's paint the picture:
What would this look like in action?
What would we see and hear students doing?

Students talk to each other about the math

Any Questions?



Practice Time: Using the IPG!

What does it mean to “norm” on the IPG?

- Come to an agreement on a rating for each indicator using evidence from classroom instruction
    - We are looking to be on the 3/4 side of the line or the 1/2 side of the line - agreement on what equates to positive lessons.
- Develop a shared understanding of the core indicators
- Engage in rich conversation about instruction for the purpose of sharpening our individual and collective lens

Let's norm on ratings: the context

- Video is from a fifth grade math classroom in Murfreesboro City Schools
- Students are working on a fraction division task called The Hiking Task
- The Standards:

5.NF.B.7.b: Interpret division of a whole number by a unit fraction, and compute such quotients. *For example, create a story context for 4 ÷ (1/5), and use a visual fraction model to show the quotient. Use the relationship between multiplication and division to explain that 4 ÷ (1/5) = 20, because 20 × (1/5) = 4.*

5.NF.B.7.c: Solve real-world problems involving division of unit fractions by non-zero whole numbers and division of whole numbers by unit fractions, e.g., by using visual fraction models and equations to represent the problem. For example, how much chocolate will each person get if 3 people share 1/2 lb of chocolate equally? How many 1/3-cup servings are in 2 cups of raisins?

Aspect of Rigor

- Based on the language of the standard, which aspect(s) of rigor is it targeting? How do you know? **Type your answer in the chat but don't hit send until I say go!**
  - Conceptual Understanding
  - Procedural Skill and Fluency
  - Application

The Standards:

5.NF.B.7.B: Interpret division of a whole number by a unit fraction, and compute such quotients. *For example, create a story context for 4 ÷ (1/5), and use a visual fraction model to show the quotient. Use the relationship between multiplication and division to explain that 4 ÷ (1/5) = 20, because 20 × (1/5) = 4.*

5.NF.B.7.c: Solve real-world problems involving division of unit fractions by non-zero whole numbers and division of whole numbers by unit fractions, e.g., by using visual fraction models and equations to represent the problem. For example, how much chocolate will each person get if 3 people share 1/2 lb of chocolate equally? How many 1/3-cup servings are in 2 cups of raisins?

Aspect of Rigor

- Based on the language of the standard, which aspect(s) of rigor is it targeting? How do you know?
  - Conceptual Understanding
  - Procedural Skill and Fluency
  - Application

- Knowing what we know about conceptual understanding, procedural skill and fluency, and real-world application, what can we expect to see from a classroom that explicitly targets these aspects of rigor?

The Task

A group of hikers is on a 4 mile hike. They stop every ⅓ mile to rest and drink water. How many stops did they make during their hike?

Let's watch: the observation



What is the Teacher doing/saying?	What are students doing/saying?

While you watch: take low inference notes about what the teacher is doing and what the students are doing. This will help inform your ratings!

Independent Reflection

Take 5 minutes to:

- Rate 1C, 2A, and 3D for this video using the IPG
  - What evidence supports your ratings?

Have no fear!

- We do not expect you to be an expert on the IPG today!

In small groups…

- Norm on your ratings and evidence specifically for Core Action 1C, 2A and 3D (remember 1/2 side vs. 3/4 side is most important)
- Be prepared to share out when we come back together as a whole group



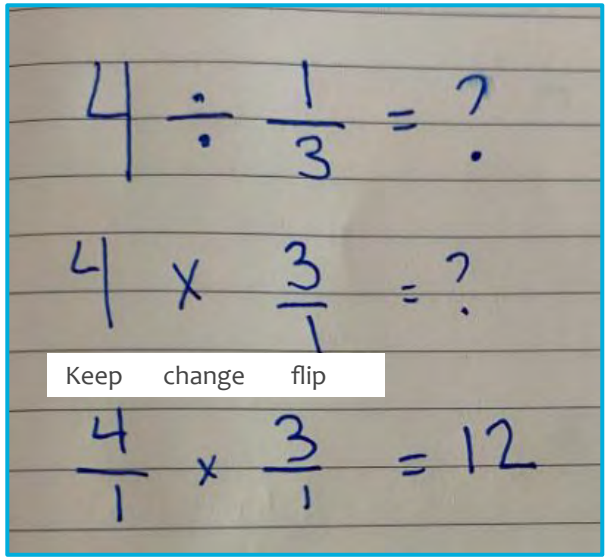
Whole Group Share

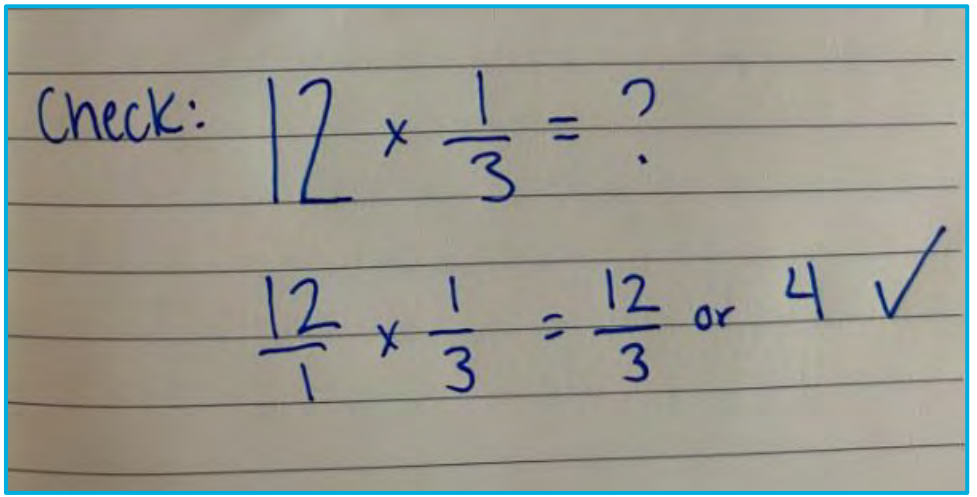
Core Action 1C: The enacted lesson intentionally targets the aspect(s) of rigor (conceptual understanding, procedural skill and fluency, application) called for by the standard(s) being addressed.	Circle the aspect(s) of rigor targeted in the standard addressed in this lesson: Conceptual, Procedural, Application Yes – The enacted lesson explicitly targets the aspect(s) of rigor called for by the standard(s) being addressed. No – The enacted lesson targets aspects of rigor that are not appropriate for the standard(s) being addressed.
Core Action 2A: The teacher makes the mathematics of the lesson clear through the use of explanations, representations, tasks, and/or examples.	4 – A variety of instructional techniques and examples are used to make the mathematics of the lesson clear. 3 – Examples are used to make the mathematics of the lesson clear. 2 – Instruction is limited to showing students how to get the answer. 1 – Instruction is not focused on the mathematics of the lesson.

Group Reflection

Thinking about what we just rated on 1C and 2A:

- If the teacher had taught the standard using the solving method below instead of the task she used, what would be the difference in student understanding?





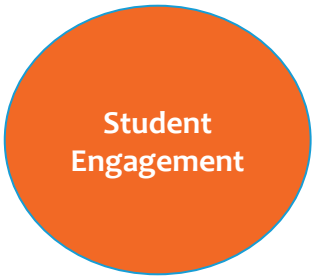
Group Reflection

- If this standard were being taught in your building, what do you think instruction would look like (in terms of the aspect of rigor)? Which would you like to see? How does it impact student learning?

Whole Group Share: Core Action 3D

Standard	5.NF.B.7b
Core Action 3D: Students talk and ask questions about each other's thinking, in order to clarify or improve their own mathematical understanding.	4 - Most students are engaged in student-to-student conversations that are in service of grade-level understanding and clarify and improve their understanding. 3 - Some students are engaged in student-to-student conversations that are in service of grade-level understanding and clarify and improve their understanding. 2 - Few student conversations are occurring in service of grade-level understanding, **OR** student-to-student conversations are occurring but not in service of grade-level understanding. 1 - Student-to-student conversations are not occurring for most students.

Stamping Our Learning

Core Action 1: Does the lesson ensure the work of the enacted lesson reflects the focus, coherence and rigor required by college and career ready standards in mathematics?	
Core Action 2: Does the lesson employ instructional practices that allow all students to learn the content of the lesson?	
Core Action 3: Does the lesson and instruction provide support for all students to exhibit mathematical practices while engaging with the content of the lesson?	

Final Reflections + Survey

Let's reflect

The more reflective you are, the more effective you are!

- How do you see the IPG being a supportive tool for us to use with leaders during a walkthrough?
- How do you see the IPG being a supportive tool for leaders to use with their teachers?

Appendix Item 5

ELA Lesson Internalization Process Example

CKLA Lesson Internalization



INSTRUCTION PARTNERS

Objectives

We will identify and understand the components of the lesson internalization process.

We will deepen our understanding of the lesson internalization process by internalizing an upcoming lesson.

Collaborative Learning Norms

Be Present & Engaged	Give yourself this time and space. Use tech and/or paper and give time for **reflection/engagement.**
Stay Solutions Oriented	We all work for **children**. Assume the **best**! Hold up the **mirror** before the magnifying glass.
****Expect the Push**	We are **learning and growing together** and sometimes growth is uncomfortable.

Collaborative Learning Norms

Be Present & Engaged	Give yourself this time and space. Use tech and/or paper and give time for **reflection/engagement.**
Strive for Equity of Voice	**All voices** are wanted and needed. Actively **listen**.
Look for Blind Spots	Check your **mindset, tone** and **privilege**. Keep **equity** at the forefront of the work.
Stay Solutions Oriented	We all work for **children**. Assume the **best**! Hold up the **mirror** before the magnifying glass.
Expect the Push	We are **learning and growing together** and sometimes growth is uncomfortable.

Lesson Internalization Process

Why Lesson Internalization?



- My Story…

What holds true about this process . . .

- **Process over product**
  - The template is just a means to help us build our habits in strong lesson internalization.
- **It's dynamic.**
  - Expect it to change as you deepen your knowledge of EL and apply it to different lessons. Certain lessons might need more detailed and focus planning than others.
- **Gradual Release**
  - You will gradually increase the frequency you use this template for your lessons so that you get more practice using the template and more individual support.

The Process

1	Know the Text
2	Identify and break down the standard(s) and learning target(s)
3	Prioritize questions and tasks
4	Know where students need to end the lesson (exemplar, misconceptions)
5	Make connections to the unit and other lessons



Looking over the template

Step 1: Know the text	Notes
• Identify the most **important aspects of the text** and what might be hard for students in reading it (qualitative features, knowledge demands, etc). • What parts of the text (such as specific lines) will you bring attention to?	
Step 2: Identify and break down the focus standard and learning target of the lesson.	
• What is the **standard(s)** and learning target? • What **knowledge** do students need to master this learning target? • What **skills** do students need to master this standard?	
Step 3: Identify which questions/tasks to prioritize.	
• What **questions or tasks** in the lesson best reflect the demands of the standard? *(These are the ones to prioritize getting to/including in the lesson).* • How will these turn/talk **questions** help students make meaning of the text? • What **other questions** *(questions should build in complexity from recall to analytical)* should I add/create to build students' understanding and analysis?	

Read over the template independently and make annotations on your copy.

- *What are the steps asking for?*
- *How might these shifts support student outcomes?*
- *What questions come up as you look over it?*

Step 1: Know the text

Step 1: Know the text

- Identify the most **important aspects of the text** and what might be hard for students in reading it (qualitative features, knowledge demands, etc).
- What parts of the text (such as specific lines) will you bring attention to?

Chapter 6

From Valley Forge to Yorktown

THE BIG QUESTION
What European country joined the Continental Army to fight the British, and how did their help influence the outcome of the war?

There is a saying, "what doesn't kill you makes you stronger." The winter of 1777 to 1778 was a difficult time for Washington and his men. Those who survived that winter in Valley Forge came to think they were strong enough to survive just about anything!

In February 1778, the French military entered the war to fight alongside the Continental Army. France was a longtime enemy of Great Britain, so they welcomed the opportunity to assist the colonists in their fight against the British. This was good news for the colonists. France had a strong, organized military. French involvement meant help was on the way!

Then, in late February, a man with a heavy German accent arrived in Valley Forge. His name was Friedrich Wilhelm Ludolf Gerhard Augustin von Steuben. The purpose for his arrival began during the previous summer when von Steuben traveled to Paris to volunteer his services to the Count de St. Germain, the French Minister of War. St. Germain had been so **impressed** with von Steuben's military experience that he sent him across the Atlantic Ocean to meet George Washington. George Washington was equally impressed and asked von Steuben to train his soldiers. There was just one problem: von Steuben knew only a few words of English. So, he shouted his commands in German, then someone would translate the words into English.

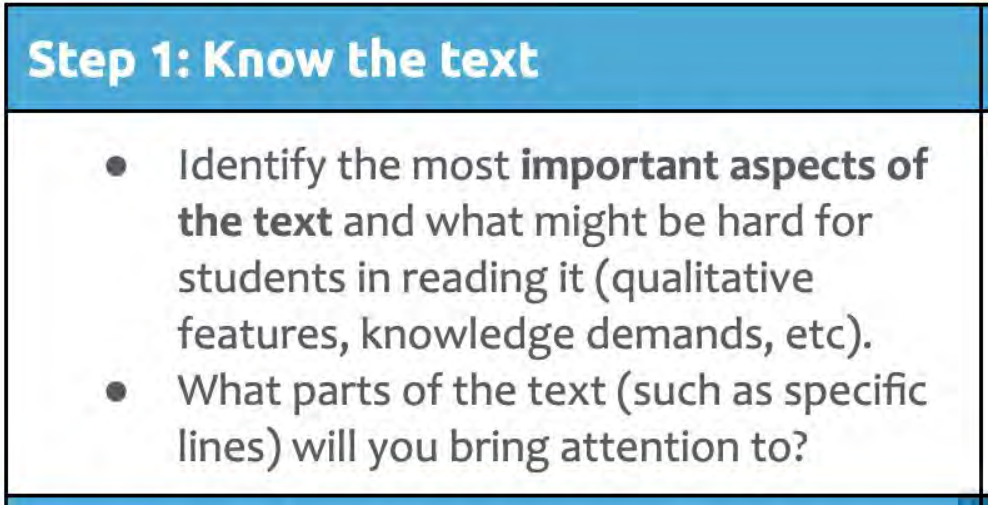
Step 1: Know the text

Step 1: Know the text	Notes
• Identify the most **important aspects of the text** and what might be hard for students in reading it (qualitative features, knowledge demands, etc).	• Chronological events + dates • Understanding the cause/effect of military actions and events • Domain specific vocabulary (monarchy, militia, etc) • Headings to show the most important parts of the text • Photos that show the most important events
• What parts of the text (such as specific lines) will you bring attention to?	• The paragraphs that most directly relate to the big question of the lesson

Partner Debrief

- Why should you start with the text when you are lesson planning?
- How will understanding the text's difficulties help you understand what else in the lesson might be difficult for students?

Step 1: Planning Time



With your grade level partner, look at the text for your upcoming lesson to fill out Step 1 of the planning template.

Step 2: Break down the standards & learning targets

Step 2: Identify and break down the focus standard and learning target of the lesson.

- What is the **standard(s)** and learning target?
- What **knowledge** do students need to master this learning target?
- What **skills** do students need to master this standard?

PRIMARY FOCUS OF LESSON

Spelling

Students will correctly spell targeted words related to lesson content. **[L.4.2d, L.4.6]**

Writing

Students will use paragraph writing skills to draft an essay describing the causes and effects leading to the American Revolution. **[RI.4.9; W.4.2, W.4.2b, W.4.2c, W.4.2d]**

Reading

Students will make inferences from the text to understand why the French army joined forces with the Continental Army and how this affected the outcome of the American Revolutionary War. **[RI.4.1]**

Step 2: Break down the standards & learning targets

PRIMARY FOCUS OF LESSON

Spelling
Students will correctly spell targeted words related to lesson content. [L.4.2d, L.4.6]

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Reading
Students will make inferences from the text to understand why the French army joined forces with the Continental Army and how this affected the outcome of the American Revolutionary War. [RI.4.1]

Common Core Standards

RI 4.1-Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.

RI 4.9-. Integrate information from two texts on the same topic in order to write or speak about the subject knowledgeably

W4.2-Write informative/explanatory texts to examine a topic and convey ideas and information clearly.

Step 2: Break down the standards & learning targets

PRIMARY FOCUS OF LESSON

Spelling
Students will correctly spell targeted words related to lesson content. **[L.4.2d, L.4.6]**

Writing
Students will use paragraph writing skills to draft an essay describing the causes and effects leading to the American Revolution. **[RI.4.9; W.4.2, W.4.2b, W.4.2c, W.4.2d]**

Reading
Students will make inferences from the text to understand why the French army joined forces with the Continental Army and how this affected the outcome of the American Revolutionary War. **[RI.4.1]**

Knowledge:

- Content specific vocabulary
- Background knowledge about the American Revolution
- Cause/effect concept
- How to structure a body paragraph (sequential order of events, etc)

Skills:

- Using transition words
- Using content specific vocabulary in writing
- Basic writing conventions
- Incorporating specific details about the historical events (dates, facts, etc)

Partner Debrief

How can breaking down the standards and learning targets help you understand what students need to do in the lesson?

Step 2 Planning Time

Step 2: Identify and break down the focus standard and learning target of the lesson.

- What is the **standard(s)** and learning target?
- What **knowledge** do students need to master this learning target?
- What **skills** do students need to master this standard?

With your grade level partner, look at your upcoming lesson plan to fill out Step 2 of the planning template.

Step 3: Prioritizing questions and tasks

Step 3: Identify which questions/tasks to prioritize.

- What **questions or tasks** in the lesson best reflect the demands of the standard? *(These are the ones to prioritize getting to/including in the lesson).*
- How will these turn/talk **questions** help students make meaning of the text?
- What **other questions** *(questions should build in complexity from recall to analytical)* should I add/create to build students' understanding and analysis?

Writing (35 min.)			
Review Cause and Effect Essay	Whole Group	5 min.	❑ Activity Pages 5.3, SR.2 ❑ Sample Writing Prompt Response
Model Writing a Body Paragraph	Whole Group	15 min.	
Draft	Independent	15 min.	
Reading (40 min.)			
Introduce Chapter 6	Whole Group	10 min.	❑ *The Road to Independence* ❑ Activity Pages 6.2, 10.2
Read "From Valley Forge to Yorktown"	Whole Group	20 min.	❑ Timeline II
Discuss the Chapter and Wrap-Up	Whole Group	5 min.	
Word Work: *Impress*	Whole Group	5 min.	

Step 3: Prioritizing questions and tasks

READING

Support

What prior conflict between France and Great Britain caused the British to go into debt and led Parliament to impose taxes on the colonies?

» the French and Indian War

Literal. What European country joined the Continental Army to fight the British and why?

» France joined the Continental Army to fight the British because it was a longtime enemy of Great Britain.

Inferential. How do you think the colonists felt about French involvement in the war and why?

» Answers may vary, but may include that the colonists felt happy or excited about France's involvement because France had a strong, organized military, whereas the colonists did not.

WRITING

MODEL WRITING A BODY PARAGRAPH (15 MIN.)

- Use the prepared Sample Writing Prompt Response below (or prepare your own) to model for students how to draft a body paragraph on the board or on chart paper. Think aloud as you write, pointing out transition words, use of commas, capitalization choices, and other skills described in the rubric. Ask for student input as you model making writing choices.

  By 1773, the colonists had been living with unfair taxation for many years. The Stamp Act had been repealed, but the British government imposed new taxes on the colonists. When the British imposed a tax on tea, the colonists boycotted, refusing to buy British tea. Led by the Sons of Liberty, a group of patriots protested and tossed tea into Boston Harbor.

- Continuing to think aloud, tell students that you are going to check to see whether you have included the necessary information found in the "Body" section for paragraph 1 in your response to the writing prompt. Model how to add content to the paragraph, writing on the board/chart paper.
- Note the first item in the rubric: repeal of the Stamp Act.

Partner Debrief

Why might it help to prioritize specific questions and tasks vs trying to get through everything in the lesson?

Step 3: Planning Time

Step 3: Identify which questions/tasks to prioritize.

- What **questions or tasks** in the lesson best reflect the demands of the standard? *(These are the ones to prioritize getting to/including in the lesson).*
- How will these turn/talk **questions** help students make meaning of the text?
- What **other questions** *(questions should build in complexity from recall to analytical)* should I add/create to build students' understanding and analysis?

Level 1 :Why do the pirates decide to mutiny?

Level 1: Why do the pirates choose to continue with LJS as the leader?

Level 2: What is the simile used to describe the men when they see LJS has the treasure map?

Level 3: What does this simile say about the men's feelings in that moment when they see the treasure map?

Step 4: Know where students need to end the lesson

Step 4: Know where students need to end the lesson

- Look at the **exemplar**. What do students need to be able to do? What evidence will you look for of student mastery?
  - If there is no exemplar, then create one.
- What are possible **misconceptions/difficulties** students might have with the questions/tasks?
- What **scaffolds** can you use or create to help students master the learning target/standard?

Exemplar Body Paragraph

By 1773, the colonists had been living with unfair taxation for many years. The Stamp Act had been repealed, but the British government imposed new taxes on the colonists. Consequently, angry crowds gathered in the streets of Boston. As a result, the British soldiers opened fire, killing five patriots. This incident became known as the Boston Massacre. When the British government imposed a tax on tea, the colonists boycotted, refusing to buy British tea. Led by the Sons of Liberty, a group of patriots protested and tossed tea into Boston Harbor.

Step 4: Know where students need to end the lesson

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- Look at the **exemplar**. What do students need to be able to do? What evidence will you look for of student mastery?
  - If there is no exemplar, then create one.
- What are possible **misconceptions/difficulties** students might have with the questions/tasks?
- What **scaffolds** can you use or create to help students master the learning target/standard?

Scaffolds

- Sentence frames
- Vocabulary word wall and vocabulary images
- Cause and effect graphic organizer

Partner Debrief

Based on the exemplar, how can you adjust instruction or activities based on potential student misconceptions?

Step 4: Planning Time

Step 4: Know where students need to end the lesson

- Look at the **exemplar**. What do students need to be able to do? What evidence will you look for of student mastery?
    - If there is no exemplar, then create one.
- What are possible **misconceptions/difficulties** students might have with the questions/tasks?
- What **scaffolds** can you use or create to help students master the learning target/standard?

With your grade level partner, look at your upcoming lesson plan to fill out Step 4 of the planning template.

Step 5: Understand the connections

Step 5: Understand the connections

- How does this lesson **connect** to the unit as a whole?
  - How does the text make connections to other texts in this lesson/unit?
- How does this connect to your ELD lesson?
  - What other scaffolds can you use from Language Studio?

Step 5: Planning Time

Step 5: Understand the connections

- How does this lesson **connect** to the unit as a whole?
  - How does the text make connections to other texts in this lesson/unit?
- How does this connect to your ELD lesson?
  - What other scaffolds can you use from Language Studio?

With your grade level partner, look at your upcoming lesson plan to fill out Step 5 of the planning template.

Internalization Process Implementation Stages

1) Introduce Vision and share with teachers
   a) Liana met with teachers before break to share vision and collect feedback

2) 2 lessons a week: (1) alongside instructional coach + (1)Friday collaborative planning **(launched at January PD)**
   a) Today - Practice using the tool
   b) Share with coach, grade level lead, and site leaders

3) Each Grade Level (GL) teacher responsible for 1 lesson independently to be completed by Friday to be discussed at GL team collaborative planning time to be ready to roll out next week (**March**)

Internalization Process Reflection

What was helpful about this planning process?

What did you like?

What should/could be changed to be more effective?

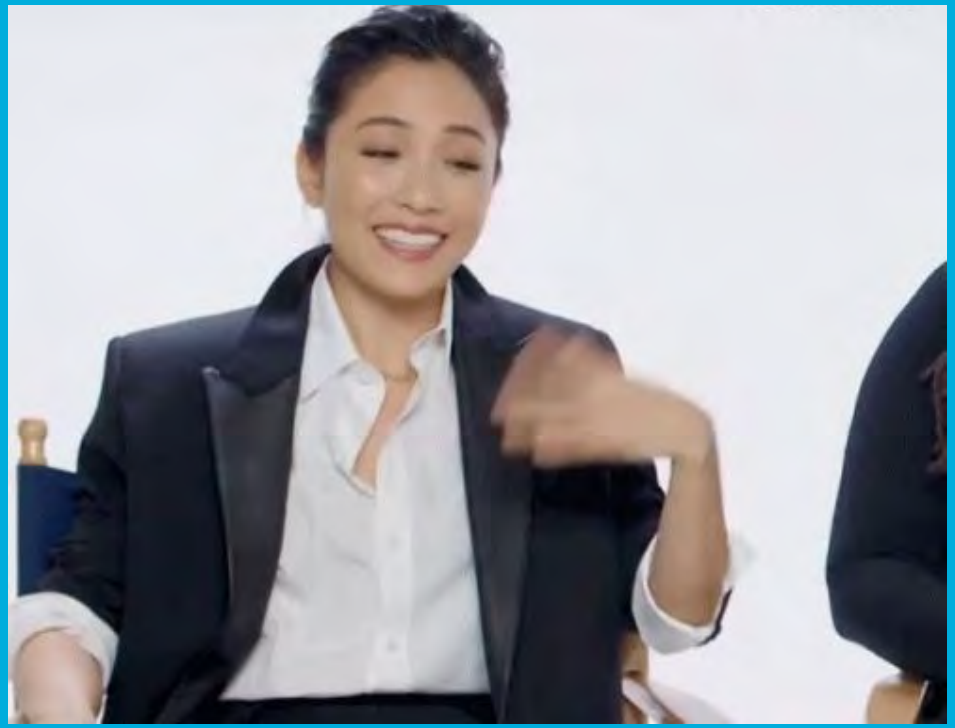
Appendix Item 6

Math Onsite - Observation and Feedback Example

"The world hates change, yet it is the only thing that has brought progress."

- Charles Kettering

Let's Connect!



THIS OR THAT

Two options will be presented. You will have five seconds to choose which you prefer—THIS or THAT.

Be prepared to share WHY you made your choice.



Tacos

this or that



Pan Dulce



this or that



Super Bowl

World Cup



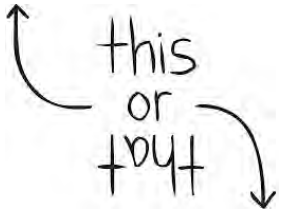
this or that



Onsite Days

Virtual Hours







Carnegie Math

No HQIM

Our Learning Community Commitments

Be present and engaged	Give yourself this time and space to be **fully present.** **Actively participate** and honor the learning space by **limiting distractions.**
Strive for equity of voice	**All voices** are wanted and needed. Actively **listen.**
Explore alternative perspectives	Keep **equity** at the forefront of the work. Examine your **own perspective** and **consider perspectives that are not like yours.** Check your **mindset, tone,** and **privilege.**
Stay solution-oriented	Assume the **best**! Hold up the **mirror** before the magnifying glass. Focus on what's within **your locus of control** and what role **you** can play in the solution(s).
Lean into Learning	Learning and growing requires **vulnerability** and opens the door for **change.** Remain **open** to **new learning, unlearning,** and **re-learning.**
Use Strengths-Based Language	Use **"people-first"** language that elevates the strengths and genius of students and adults. **Avoid labels,** such as "the low kids," "the meets kids," "the GT class," "the Veteran teacher."

Math Vision

Edcouch-Elsa Students should experience classrooms that help them:

- feel connected to math
- have an understanding of math and its different applications
- have confidence to learn all levels of math
- see themselves as mathematicians
- engage in projects that highlight mathematics (i.e. engineering)
- use technology to visualize the math

Aspirations: In order to provide our *students* the desired instructional experience…

Our teachers must..	Our leaders must…
• Be passionate about their content • Invested in their content • Prepared to teach their content • Flexible and reflective • Be willing to adapt and listen to meaningful feedback • Be supported to navigate their curriculum • Be supported with the presence of leadership • Be visible to students, greet students • Have high expectations for students • Have high expectations for themselves • Be willing to be vulnerable	• Consistency in expectations and procedures • Provide support - how can we make the lives of teachers better? • Instructional support - Curriculum and pedagogical support • Be the guidance for implementing the curriculum • Support PLCs for implementation to thrive • Celebrate the teachers - for engaging as staff, but also their genius in instruction • Genuine care for teachers • Have systems put in place to best support instruction • Have a working knowledge of the curriculum (coaches much more in depth) • Have consistent touch points with one another

What makes a good coach?



A masterful coach is a leader who by nature is a vision builder and value shaper, not just a technician who manages people to reach their goals and plans through tips and techniques. To be able to do this requires that the coach discover his or own humanness and humanity, while being a clearing for others do do the same." - Robert Hargrove

Let’s get started!

“In mathematics classrooms, mathematical identity is mediated by how students engage with mathematics. Consequently, mathematics teaching involves not only helping students learn concepts and develop skills and understanding but also empowering students to see themselves as capable of participating in and being doers of mathematics.”

- *Catalyzing Change in High School Mathematics*

CORE ACTION 3

Core Action 3: Does the lesson provide all students with opportunities to exhibit mathematical practices while engaging with the content of the standard(s)?	
B. Students productively struggle to arrive at mathematical understanding through reasoning and appropriate scaffolding.	4 - Most students are engaging in productive struggle with sufficient scaffolding that allows them to use reasoning to arrive at grade-level mathematical understanding. 3 - Some students are engaging in productive struggle with sufficient scaffolding to arrive at grade-level mathematical understanding. 2 - Few students are engaging in productive struggle with sufficient scaffolding to arrive at grade-level mathematical understanding, **OR** students are engaging in productive struggle but not in service of grade-level understanding. 1 - Students are not engaging in productive struggle.
D. Students talk and ask questions about each other's thinking, in order to clarify or improve their own mathematical understanding.	4 - Most students are engaged in student-to-student conversations that are in service of grade-level understanding and clarify and improve their understanding. 3 - Some students are engaged in student-to-student conversations that are in service of grade-level understanding and clarify and improve their understanding. 2 - Few student conversations are occurring in service of grade-level understanding, **OR** student-to-student conversations are occurring but not in service of grade-level understanding. 1 - Student to student conversations are not occurring for most students.

Core Action 3B

Students productively struggle to arrive at mathematical understanding through reasoning and appropriate scaffolding.

What it is:	What does this look like in practice?
• It is when students are given a series of tasks that build up towards a solution. • It is when students are provided enough information to be able to arrive to a conclusion/solution without the assistance from the teacher. • It is supports a deeper understanding when learning new content. • Allowing students to think and try different things.	❑ Teacher provides adequate information for students to approach the task independent of teacher ❑ Teacher actively monitors student progress throughout the task ❑ Teacher gives feedback that affirms student thinking or progress in order to maintain productive struggle ❑ Teachers avoid unproductive struggle by asking clarifying questions or providing appropriate scaffolds without showing students a direct pathway to the answer ❑ Students are connecting what they know (prior knowledge) to a possible pathway to the answer ❑ Students are given the opportunity to share and clarify their reasoning with others ❑ Students are asking questions and checking their thinking in order to shape their reasoning and persevere along a chosen pathway

Core Action 3D

Students talk and ask questions about each other's thinking, in order to clarify or improve their own mathematical understanding.

What it is:	What does it look like in practice?
• It is conversations among students that are **intentional** on trying to solve the problem. • It is getting clarification on why each student choose a particular approach/response. • It is students exploring new ideas within groups when hearing other groups' ideas.	❑ Students are grouped in a way that facilitates discussion (intentional grouping) ❑ Students are actively engaged with their peers and self-guided with a clear understanding of the objective ❑ Students share their thinking and reasoning while listening to peer responses in order to clarify their own understanding ❑ Students debate their different approaches or share similarities in their thinking to gain further understanding ❑ Teachers pose questions that asks students to think about the concepts beyond simple recall or answer-getting ❑ Teachers monitor conversations for clarity of thinking and reasoning ❑ Teacher address misconceptions by ask clarifying questions, pointing to prior knowledge, or providing appropriate scaffolds (not the answer or direct instruction)

Why do coaches need to observe and take notes?

"Everyone we work with knows a lot more and can do a lot more than we think. It's our job as coaches to find out what it is that they know, care about, can do, and are committed to, and then to use that information to help them move their practice."
- Elena Aguilar



Observation Notes

Best practices for observations:

1. Eliminate effects of bias. Enter the classroom without judgment and work from evidence.
2. Take low-inference notes. Write down only what teachers and students say and do.
3. Look for learning. Seek evidence of what students know and are able to do.

Evidence	Opinion
• is observable • is not influenced by the observer's perspective • is free of evaluative words • does not draw conclusions	• makes inferences • depends on observer's perspective • includes evaluative words • draws conclusions

CLASSROOM OBSERVATION
(9:15-9:35)

Observation Notes - Teacher

What did we observe the teacher saying and doing?

Evidence
• is observable • is not influenced by the observer's perspective • is free of evaluative words • does not draw conclusions



Observation Notes - Students

What did we observe that students know or were able to do?

Evidence
• is observable • is not influenced by the observer's perspective • is free of evaluative words • does not draw conclusions



Observation Tool

Core Action 3 Indicators	Look-Fors
3B. Students productively struggle to arrive at mathematical understanding through reasoning and appropriate scaffolding. 4 - Most students are engaging in productive struggle with sufficient scaffolding that allows them to use reasoning to arrive at grade-level mathematical understanding. 3 - Some students are engaging in productive struggle with sufficient scaffolding to arrive at grade-level mathematical understanding. 2 - Few students are engaging in productive struggle with sufficient scaffolding to arrive at grade-level mathematical understanding, **OR** students are engaging in productive struggle but not in service of grade-level understanding. 1 - Students are not engaging in productive struggle.	☐ Teacher provides adequate information for students to approach the task independent of teacher ☐ Teacher actively monitors student progress throughout the task ☐ Teacher gives feedback that affirms student thinking or progress in order to maintain productive struggle ☐ Teachers avoid unproductive struggle by asking clarifying questions or providing appropriate scaffolds without showing students a direct pathway to the answer ☐ Students are connecting what they know (prior knowledge) to a possible pathway to the answer ☐ Students are given the opportunity to share and clarify their reasoning with others ☐ Students are asking questions and checking their thinking in order to shape their reasoning and persevere along a chosen pathway
3D. Students talk and ask questions about each other's thinking, in order to clarify or improve their own mathematical understanding. 4 - Most students are engaged in student-to-student conversations that are in service of grade-level understanding and clarify and improve their understanding. 3 - Some students are engaged in student-to-student conversations that are in service of grade-level understanding and clarify and improve their understanding. 2 - Few student conversations are occurring in service of grade-level understanding, **OR** student-to-student conversations are occurring but not in service of grade-level understanding. 1 - Student to student conversations are not occurring for most students.	☐ Students are grouped in a way that facilitates discussion (intentional grouping) ☐ Students are actively engaged with their peers and self-guided with a clear understanding of the objective ☐ Students share their thinking and reasoning while listening to peer responses in order to clarify their own understanding ☐ Students debate their different approaches or share similarities in their thinking to gain further understanding ☐ Teachers pose questions that asks students to think about the concepts beyond simple recall or answer-getting ☐ Teachers monitor conversations for clarity of thinking and reasoning ☐ Teacher address misconceptions by ask clarifying questions, pointing to prior knowledge, or providing appropriate scaffolds (not the answer or direct instruction)

Based on our indicator look-fors, how would you rate instruction for today's observation?

Observation Tool

Teacher Strength(s):
High-Yield Opportunity:

Take 5 minutes to look through your notes and ratings.
In your observation tool, name any teacher strengths or opportunities that stood out. Make sure that you can justify your response with specific examples from your notes.

Celebrations/Next Steps

What's one thing that you want to celebrate from each class?

What's one thing you would like to see change in each class?



What is the purpose of instructional observations?

"Teachers are waiting for direct feedback because they want to get better. Your job is to tell them the truth and provide a solution."
- Jill Jackson



Naming a Possible Next Step

Teacher Strength(s):
High-Yield Opportunity:

Thinking about the teacher strengths and opportunities, what possible next step would you suggest the teacher take to improve their instruction with 3B and 3D?

Naming a Possible Next Step

Next Step–Provide clear, concise, high-leverage next step aligned to the look-fors.

- ❑ **Clear + concise-** Simple and to the point. Easy for the teacher to understand exactly what they are to do.
- ❑ **Bite-Sized** - The teacher should be able to implement the feedback within a week.
- ❑ **High Leverage** - Will this feedback help improve teaching and learning quickly? Is it aligned to larger goal? Is it transferable to most lessons?
- ❑ **Observable and practicable -** You will be able to see the action step happening during instruction. The teacher can practice the action step in a coaching meeting.

Name the Error

Non-Exemplar 1: Increase student engagement.

- **Clear + concise-** Simple and to the point. Easy for the teacher to understand exactly what they are to do.
- **Bite-Sized** - The teacher should be able to implement the feedback within a week.
- **High Leverage** - Will this feedback help improve teaching and learning quickly? Is it aligned to larger goal? Is it transferable to most lessons?
- **Observable and practicable -** You will be able to see the action step happening during instruction. The teacher can practice the action step in a coaching meeting.

Name the Error

Non-Exemplar 2: You had students work independently to solve 5 problems from the book. You should have had them do a hands-on activity with a partner and a gallery walk to share their work with their peers.

- ❑ **Clear + concise-** Simple and to the point. Easy for the teacher to understand exactly what they are to do.
- ❑ **Bite-Sized** - The teacher should be able to implement the feedback within a week.
- ❑ **High Leverage** - Will this feedback help improve teaching and learning quickly? Is it aligned to larger goal? Is it transferable to most lessons?
- ❑ **Observable and practicable -** You will be able to see the action step happening during instruction. The teacher can practice the action step in a coaching meeting.

Name the Error

Non-Exemplar 3: During planning, you should script at least ten questions you can ask for every problem that you can ask the entire class to check for understanding.

- ❑ **Clear + concise-** Simple and to the point. Easy for the teacher to understand exactly what they are to do.
- ❑ **Bite-Sized** - The teacher should be able to implement the feedback within a week.
- ❑ **High Leverage** - Will this feedback help improve teaching and learning quickly? Is it aligned to larger goal? Is it transferable to most lessons?
- ❑ **Observable and practicable -** You will be able to see the action step happening during instruction. The teacher can practice the action step in a coaching meeting.

Naming the next step

Review your possible next step. Does it meet the criteria?

- ❑ **Clear + concise-** Simple and to the point. Easy for the teacher to understand exactly what they are to do.
- ❑ **Bite-Sized** - The teacher should be able to implement the feedback within a week.
- ❑ **High Leverage** - Will this feedback help improve teaching and learning quickly? Is it aligned to larger goal? Is it transferable to most lessons?
- ❑ **Observable and practicable -** You will be able to see the action step happening during instruction. The teacher can practice the action step in a coaching meeting.

BREAK
(10:30 - 10:40)

Inside the Lesson

Let's look at the implementation guide for today's lesson and determine what curriculum resources could support the implementation opportunities and our possible next steps.

Getting Started: Jump in the Line

ENGAGE

Facilitation Notes

In this activity, students describe what they know about graphs of lines from given equations in different forms, and they brainstorm how they might graph the lines from their equations.

The intent of this lesson is to see what students understand and are able to do. Most students will resort to creating tables and plotting points to graph the lines. Students may struggle with how to use similar triangles or transformations to create graphs. The following activities guide students to graph from slope-intercept, point-slope, and standard forms of equations of lines.

Have students work with a partner or in a group to complete Questions 1 through 4. Share responses as a class.

Questions to ask

- What information is visible in an equation written in slope-intercept form?
- What information is visible in an equation written in point-slope form?
- Can you use the equation to determine ordered pairs of values on the graph of the line?
- Can you use the equation to write a table of values?
- Can you use the equation to determine the intercepts?
- Can you use the equation to determine the slope?
- How does knowing the slope help you to graph the line?

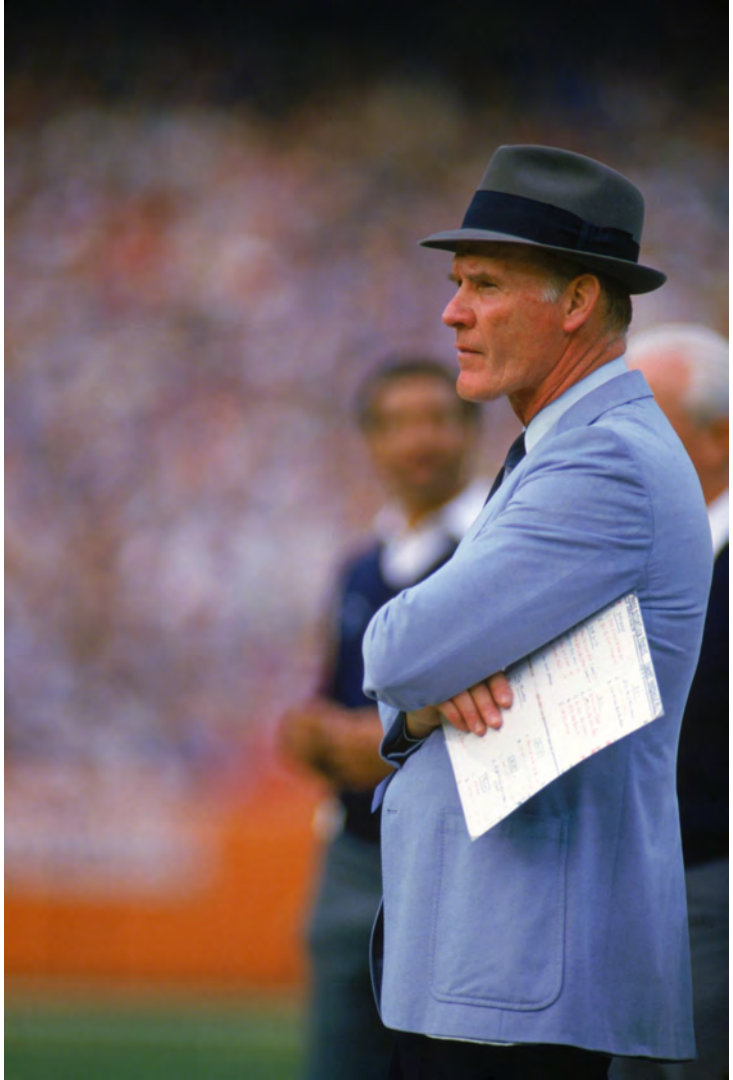
Summary

Characteristics of linear relationships can be identified when their equations are written in different forms such slope-intercept form, point-slope form, and standard form.

LUNCH
(11:30 - 12:30)

Why do feedback conversations matter?

“A coach is someone who tells you what you don’t want to hear so that you can see what you don’t want to see; so that you can be what you’ve always wanted to be” - Tom Landry



Aspirations: In order to provide our *students* the desired instructional experience…

Our teachers must..	Our leaders must…
• Be passionate about their content • Invested in their content • Prepared to teach their content • Flexible and reflective • Be willing to adapt and listen to meaningful feedback • Be supported to navigate their curriculum • Be supported with the presence of leadership • Be visible to students, greet students • Have high expectations for students • Have high expectations for themselves • Be willing to be vulnerable	• Consistency in expectations and procedures • Provide support - how can we make the lives of teachers better? • Instructional support - Curriculum and pedagogical support • Be the guidance for implementing the curriculum • Support PLCs for implementation to thrive • Celebrate the teachers - for engaging as staff, but also their genius in instruction • Genuine care for teachers • Have systems put in place to best support instruction • Have a working knowledge of the curriculum (coaches much more in depth) • Have consistent touch points with one another

Coaching Conversation Protocol Examples

What do you notice/wonder?

TN DOE

Uncommon Schools



Let's Personalize It!

Consider:

- What do we want to keep for EEHS math coaching conversations?
- What impact do we want the conversations to have on your future observations and feedback?



Let's Practice!

Thinking about our observation today, what will the conversation look like using the new protocol?



Closing & Next Steps

Debrief

- What is one takeaway or aha from today's collaboration?
- Are there any barriers you anticipate that may hinder the observation and feedback process?
- What is one commitment that you are willing to make from today's session that you can implement right away?



Thank you for your time and engagement!

We would greatly appreciate your feedback. Please jam-out and take the next ***two minutes*** to complete this quick feedback **survey.**

rebrand.ly/43-Edcouch-Elsa-2-21



Appendix Item 7

ELA Sample Student Work Analysis Intro

Student Work Analysis



Newport/Rogers

INSTRUCTION PARTNERS

Welcome & Opening

Connector

Which emoji are you today?



1



2



3



4



5

6



Today we will:

1. Analyze student work to better inform instruction
2. Reflect on how this routine could be used during collaborative planning

Consider …

As a teacher and facilitator …

- What value does this routine bring to teachers in our department to help us better plan and facilitate instruction?

Agenda

50 mins

Time	Details
10 mins	**Opening and Framing**
5 mins	**Preview the Process**
30 mins	**Student Work Analysis** **5- 10 mins:** Describe what we're looking for & connect to collaborative planning(steps 1-2) **10 mins:** Examining student work & connect to collaborative planning (step 3) **10 mins:** Next steps (step 4 & 5)
5 mins	**Looking Ahead & Closing**

What's the vibe?

Read the article (5 mins).

Be ready to share one sentence or phrase that stood out to you AND what that means for our work together today.



April 1, 2016 | ASCD Vol. 73, No. 7 | Authors: Bryan Goodwin, Heather Hein

Research Says / Looking at Student Work Yields Insights

Abstract

Years ago when I was a graduate student teaching college composition, my supervising professor presented the group of us teaching composition with two student papers. One was neatly typed, grammatically flawless, and structurally sound. Its five tidy paragraphs all began with topic sentences dutifully followed by supporting sentences.

The second paper was another matter. It had been scrawled into, and ripped from, a spiral notepad. Some words were hastily crossed out, others misspelled. Yet the writer's observations of late-night goings-on at a local burger joint left us chuckling. He wrote with a voice, including indelible turns of phrase like, "People began chucking the nasty burgers back at the workers." His thesis statement—what makes this fast food place special isn't the food but the unexpected entertainment that comes free with every meal—was clear and supported. In contrast, the first paper, was inert. It consumed five paragraphs saying almost nothing.

"How would you grade these two papers?" our professor asked. Thus began a productive dialogue—one that forever shaped my own make-a-point (but also revise-and-proofread) approach to writing instruction.

That's the promise of teachers looking at student work together. Focusing teacher dialogue on real artifacts can surface tacit differences in our expectations and teaching practices. So what does research say about using this approach—sometimes called the work sample method—for teacher professional development?

The What and Why

Student Work Analysis IS useful for…	Student work analysis IS NOT useful for…

Bank:

… analyzing student thinking - describing what they know and can do

… getting quantitative data about student learning

… predicting standardized test scores

… informing teachers' lesson planning

The What and Why (ANSWERS)

Student Work Analysis IS useful for…	**Student work analysis IS NOT useful for…**
… analyzing student thinking - describing what they know and can do	… getting quantitative data about student learning
… informing teachers' lesson planning	… predicting standardized test scores
[your ideas!]	**[your ideas!]**
[your ideas!]	**[your ideas!]**

Is there anything you would add based on your experience and the reading?

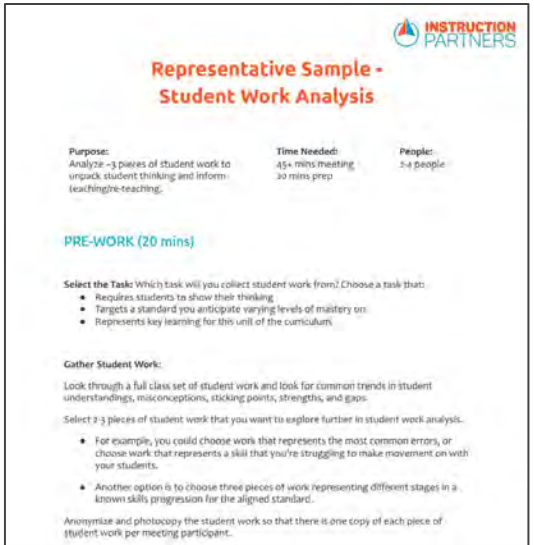
Norms … Anything to Add?

Norms	What this looks like
Stay Asset-Based 	• Assume the students and teachers tried their best. • Assume what students did made sense to them. • Use specific language to describe what you see, rather than using labels. Avoid generalizations such as “low” and “high”; “good” and “bad.”
Stick to the Lens 	• We can’t analyze everything! Stay laser focused on looking for the lens we create based on standards, the task, and the focus in collaborative planning. • For example, if an ELA standard is about thesis, then only consider thesis, not spelling. If a math standard is about fluency, then only analyze fluency.

Preview the Protocol

We will participate in a model using a sample protocol and consider how we can use it in collaborative planning time:

1. Read through the protocol for student work analysis.
2. Share any clarifying questions you may have (if any).



INSTRUCTION PARTNERS

Representative Sample - Student Work Analysis

Purpose: Analyze ~3 pieces of student work to unpack student thinking and inform (re)teaching.

Time Needed: 45+ mins meeting, 20 mins prep

People: 3-4 people

PRE-WORK (20 mins)

Select the Task: Which task will you collect student work from? Choose a task that:

- Requires students to show their thinking
- Targets a standard you anticipate varying levels of mastery on
- Represents key learning for this unit of the curriculum

Gather Student Work:

Look through a full class set of student work and look for common trends in student understandings, misconceptions, sticking points, strengths, and gaps.

Select 2-3 pieces of student work that you want to explore further in student work analysis.

- For example, you could choose work that represents the most common errors, or choose work that represents a skill that you're struggling to make movement on with your students.
- Another option is to choose three pieces of work representing different stages in a known skills progression for the aligned standard.

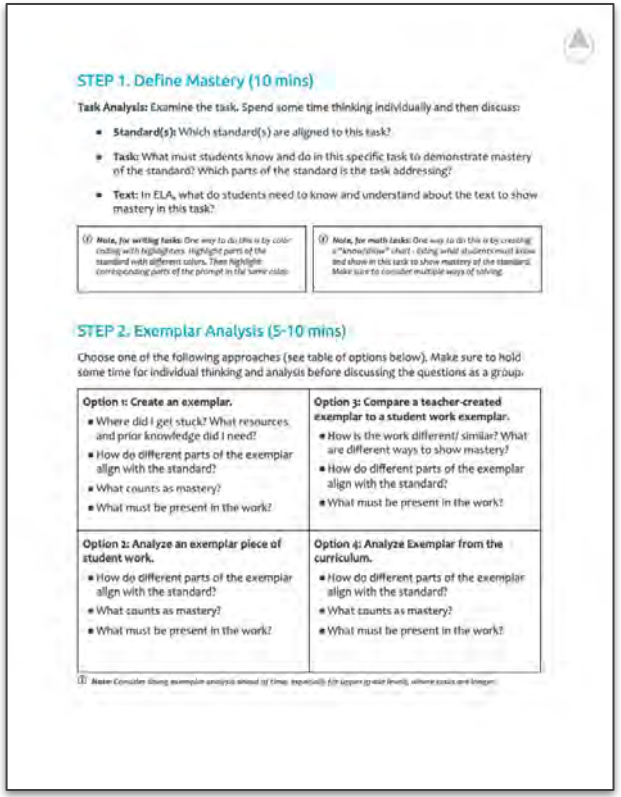
Anonymize and photocopy the student work so that there is one copy of each piece of student work per meeting participant.

Student Work Analysis

Describe what you're looking for
(Protocol steps 1-2)

In this part of the protocol, we'll build clarity on what we're looking for.

Together we will discuss aligned **standard**(s), review the **task,** and analyze an **exemplar**.



STEP 1. Define Mastery (10 mins)

Task Analysis: Examine the task. Spend some time thinking individually and then discuss:

- **Standard(s):** Which standard(s) are aligned to this task?
- **Task:** What must students know and do in this specific task to demonstrate mastery of the standard? Which parts of the standard is the task addressing?
- **Text:** In ELA, what do students need to know and understand about the text to show mastery in this task?

ⓘ ***Note, for writing tasks:*** *One way to do this is by color-coding with highlighters. Highlight parts of the standard with different colors. Then highlight corresponding parts of the prompt in the same colors.*	ⓘ ***Note, for math tasks:*** *One way to do this is by creating a "know/show" chart - listing what students must know and show in this task to show mastery of the standard. Make sure to consider multiple ways of solving.*

STEP 2. Exemplar Analysis (5-10 mins)

Choose one of the following approaches (see table of options below). Make sure to hold some time for individual thinking and analysis before discussing the questions as a group.

Option 1: Create an exemplar. ▪ Where did I get stuck? What resources and prior knowledge did I need? ▪ How do different parts of the exemplar align with the standard? ▪ What counts as mastery? ▪ What must be present in the work?	**Option 3: Compare a teacher-created exemplar to a student work exemplar.** ▪ How is the work different/ similar? What are different ways to show mastery? ▪ How do different parts of the exemplar align with the standard? ▪ What must be present in the work?
Option 2: Analyze an exemplar piece of student work. ▪ How do different parts of the exemplar align with the standard? ▪ What counts as mastery? ▪ What must be present in the work?	**Option 4: Analyze Exemplar from the curriculum.** ▪ How do different parts of the exemplar align with the standard? ▪ What counts as mastery? ▪ What must be present in the work?

ⓘ ***Note:*** *Consider doing exemplar analysis ahead of time, especially for upper grade levels, where tasks are longer.*

The Task

Think 5: Why does Grover want to become a searcher? What does he hope to achieve? Use details from the text to support your answer.

DISCUSS AND WRITE

Prompt: Consider what Percy has learned about his quest. How do Percy's mixed feelings about the quest reflect the difficulties of being a demigod? How do his mixed feelings reflect the difficulty of being human? Compare and contrast his motivations with those of Annabeth and Grover. How are each of our three heroes influenced by their own internal conflicts?

The Standards

Key Ideas and Details:

CCSS.ELA-LITERACY.RL.6.1

Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.

CCSS.ELA-LITERACY.RL.6.2

Determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.

CCSS.ELA-LITERACY.RL.6.3

Describe how a particular story's or drama's plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution.

Sample Response, Anything to Adapt?

Think 5: Why does Grover want to become a searcher? What does he hope to achieve? Use details from the text to support your answer.

Sample Answer: He wants to find the god Pan, who was rumored to have died 2,000 years ago. Although no other searcher has ever returned, Grover wants to awaken Pan so that Pan can protect the satyrs and all the wild places of the earth.

Criteria

- Clear that there is an understanding of why Grover is motivated
- Answer question - what Grover is hoping to achieve by being a searcher
  - Why is he motivated to be a searcher
- Explain their thinking
- Use specific details from the text (quote is acceptable, but not required)

Think 5: Why does Grover want to become a searcher? What does he hope to achieve? Use details from the text to support your answer.

Sample Answer: He wants to find the god Pan, who was rumored to have died 2,000 years ago. Although no other searcher has ever returned, Grover wants to awaken Pan so that Pan can protect the satyrs and all the wild places of the earth.

<u>Evidence of Collab Planning</u>

Scaffolded questions → all students are working towards grade level standards

Productive struggle - (not seeing student answers of IDK or giving up, using evidence from the text - using different, variation in evidence, not all students with same answer (that they copied from board))

Demonstration of understanding of the text

Examining Student Work

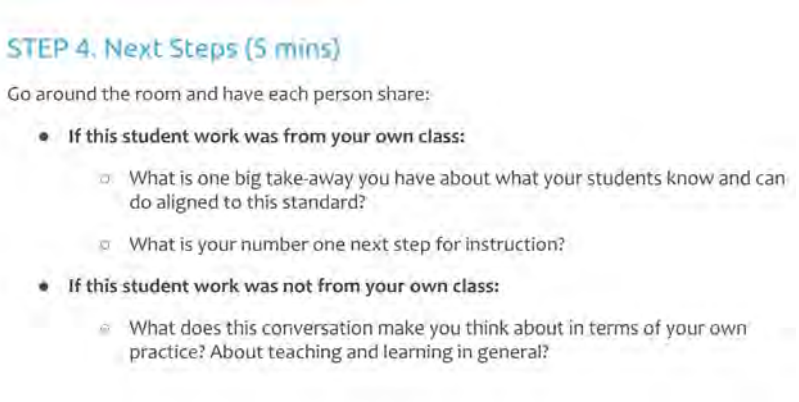
(Protocol step 3)

We will now analyze and discuss the student work, along with next steps for teaching and planning.

Discussing Next Steps
(Protocol step 4)

We will now discuss next steps and implications for teaching and learning.

If time - can prepare student feedback.



STEP 4. Next Steps (5 mins)

Go around the room and have each person share:

- **If this student work was from your own class:**
  - What is one big take-away you have about what your students know and can do aligned to this standard?
  - What is your number one next step for instruction?
- **If this student work was not from your own class:**
  - What does this conversation make you think about in terms of your own practice? About teaching and learning in general?

Next Steps - Based on our Discussion of Student Work

What I'll do next:

- **Teachers:** What might be your next step for instruction or lesson planning? When will you do this and with which classes?
- **Instructional Coaches / Content Leaders:** What is your number one next step for collaborative planning? When will you do this and with which teachers?
- **School and System Leaders:** What is your number one next step to support content leaders and teachers in their efforts? *(For example, how will you create and protect time for this work? Or, how do you plan to build your own content knowledge so you can provide precise praise and feedback?)*

Head, Heart, Hands

Head: One learning you're taking away from today.

Heart: How you're feeling leaving this experience.

Hands: Actions you're excited to take, OR things you want to do differently.



Appendix 8

Case Studies Progress Monitoring and Collaborative Planning Session

Teacher Case Studies



City Arts and Leadership - May 29th, 2025

INSTRUCTION PARTNERS

Welcome & Opening

Connector



What have you observed/seen/heard in school the last two weeks that made you smile or laugh?

Outcomes for Today

Today we will

- Build our capacity to see the connections between what happens in collaborative planning and instruction
- Consider what this analysis might tell us about what we want to start / stop / continue during during collaborative intellectual prep

This is important because

- We need to be able to see the impact of our leadership
- Even though we've made tremendous progress with collaborative planning, we need to continue to learn and grow to make it even more impactful for teachers and kids

	Time	Agenda
75 min	10 mins	Welcome and Opening
	55 mins	Case Studies Artifact 1: Video of Collaborative Planning
	10 mins	Closing and Next Steps

Case Study Teachers



Name: Ms. Kathi
Courses: Algebra 1 Support
Coach: Kala Stepter
Today you'll see:

- Algebra 1 Support
- Class focused on understanding perfect squares

Collaborative learning norms

Be present and engaged	Give yourself this time and space to be **fully present.**
Strive for equity of voice	**All voices** are wanted and needed. Actively **listen.**
Look for blind spots	Check your **mindset, tone,** and **privilege.** Keep **equity** at the forefront of the work.
Stay solutions oriented	We all work for **children.** Assume the **best!** Hold up the **mirror** before the magnifying glass.
Expect the push	We are **learning and growing together** and sometimes growth is uncomfortable.
Use Strengths-Based Language	Refer to students using **"student first"** language. For example, instead of "the low kids" try "**students with** unfinished teaching."

Artifact #1: Video of collaborative planning

How is collaborative planning impacting lesson internalization?

Case Study Process

We will analyze **1 artifact** for the case study teacher. For this artifact we will:

1. **Anticipate** what we expect or hope to see
2. **Explore** the artifact
3. **Discuss** what we'll start/stop/continue

Artifact #1 - Ms. Kathi / Kala

1. **Anticipate** what we expect or hope to see
2. **Explore** the artifact
3. **Discuss** what we'll start/stop/continue

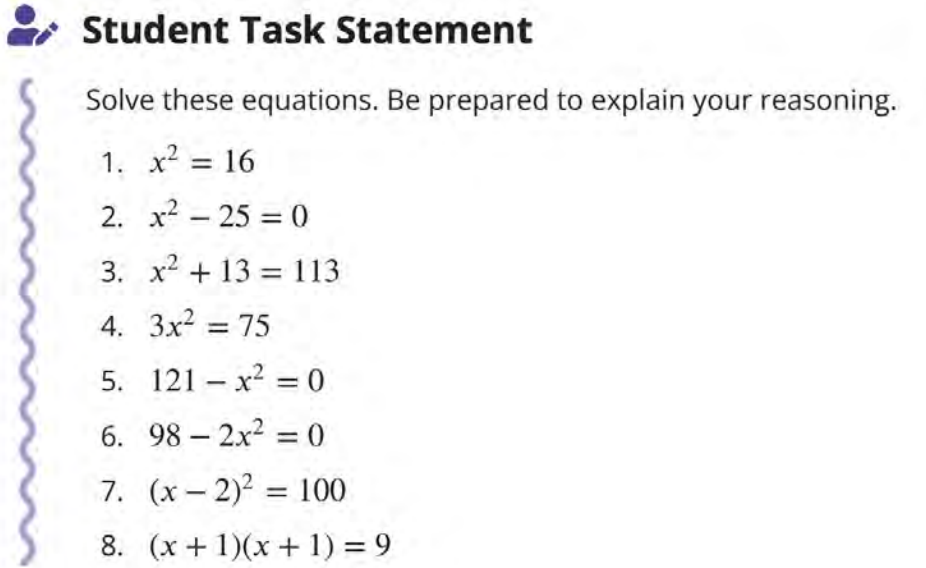
Video of Collaborative Planning



1. **Anticipate** what we expect or hope to see

Take a moment to orient yourself to the lesson being internalized in this video:

- Unit 8 Lesson 11
- Generate (in writing) versions of quadratic expressions in a form that involves perfect squares.
- Solve quadratic equations that can be written as a perfect square equal to a constant.



Student Task Statement

Solve these equations. Be prepared to explain your reasoning.

1. $x^2 = 16$
2. $x^2 - 25 = 0$
3. $x^2 + 13 = 113$
4. $3x^2 = 75$
5. $121 - x^2 = 0$
6. $98 - 2x^2 = 0$
7. $(x - 2)^2 = 100$
8. $(x + 1)(x + 1) = 9$

1. Anticipate what we expect or hope to see

IPG Focus Indicators	What do we hope to see in collaborative planning that will impact these indicators?
• **1C** - The enacted lesson intentionally targets the **aspect(s) of rigor** (conceptual understanding, procedural skill and fluency, application) called for by the standard(s) being addressed. • **2A** - The teacher makes the **mathematics** of the lesson **clear** through the use of explanations, representations, tasks, and/or examples. • **2C** - The teacher deliberately **checks for understanding** to surface misconceptions and opportunities for growth to provide **feedback** to students. • **3A** - Students do the **majority of the work** of the lesson by working with and practicing grade-level problems and exercises.	• Identifying aspect(s) of rigor standard calls for and implications for instruction (1C) ○ Hope we talk about how we will make this come alive for students (avoiding just the steps to get the answer) • Clarity on what math is the focus of the lesson via doing the math and know / show chart (2A) • Discussion of tasks, representations, questions, and explanations used to make that math clear (2A) • Where / how teacher will check for understanding and provide feedback (2C)

2. **Explore** the artifact - Clip 1

Be prepared to share:

- What did we see in collaborative planning?
- How might this impact instruction?



2. Discuss what we saw in video

Portion of Protocol	What we saw / didn't see	What impact might this have on instruction / focus IPG indicators?
Do the Math + Create Exemplar	Identify what students know / do by end of the lesson. Sharing and sparing with the chart. - Elicit ideas from Kathi - Ideas Kala had but Kathi hadn't - Gap / near gap, should be in Kathi's but weren't - Coached her to those - Pushed for explaining in words to be added to chart - Wonder if could have spent less time on this portion: spoke a lot, maybe just named agree, tweak / push, stamp Didn't see doing the math of the cool down: Kathi came with it done, but didn't refer to it explicitly in know / show, do quality criteria for ET	Might help to determine the priority tasks, items she will now focus on that she wouldn't have - Specifically, looking at terms, positive / negative solutions, student justifications - Would help with alignment of instruction aspects of rigor (1c) Know / show chart made it easier later in the meeting to identify the questions to ask The look for might help with 2C (CFUs) knows what she is listening for 2A - have to be clear on the math ourselves before can do it for the kids Look fors to align with 2c might not be as clear

2. **Explore** the artifact - Clip 2

Be prepared to share:

- What did we see in collaborative planning?
- How might this impact instruction?



2. Discuss what we saw in video

Portion of Protocol	What we saw / didn't see	What impact might this have on instruction / focus IPG indicators?
Prepare for Instruction / Discourse in Priority Tasks	Didn't allocate time in this meeting to CFUs, how to gauge if everyone has it. Needed to get more specific in the **how** of the CFU Kala asks the teacher to identify likely misconceptions for the task, Ms. Kathi shares a common misconception and possible questions to ask Kala asks the teacher to consider what makes a strong question to build planning skill Kala provides a model of how to ask a question that nudges students to do the thinking, and gives Ms. Kathi time to script it in her own words and share it out loud, providing feedback when necessary	Expecting to see this line of questioning show up in instruction (2C, 3A, 1C, **2A** All of them!) Might not see data collected from all students from this line of questioning as they did not plan for how to collect information from all students (2C and 3A) Hoping to hear questions that they didn't plan together, but mimicked the type of questions that they did plan together (building capacity for Ms. Kathi to do that on her own)

What was the impact?

- Questioning during the lesson was stronger, more aligned with building understanding, justifying thinking
- Saw the specific line of questioning and other questions that did not give the students the answer but put the lift on them, teed them up to do the thinking, found another question when that question didn't work

2. **Explore** the artifact - Clip 3

Be prepared to share:

- What did we see in collaborative planning?
- How might this impact instruction?



2. Discuss what we saw in video

Portion of Protocol	What we saw / didn't see	What impact might this have on instruction / focus IPG indicators?
Practice		
What was the impact?		

3. Discuss what we should start/stop/continue

Start	Stop	Continue
• Being intentional about developing strategies for CFUs and using assessing/advancing questions • Having teachers come prepared to IP meetings! • • Start marking the CFS of the exit ticket exemplars / revisit the math	•	• Anticipating student responses • Plan questions to ask students • Pausing to make time for the teacher to script questions • Practicing key steps in the lesson • Rehearsing how the teacher will say something to the students. • Embedding practice throughout the protocol

Closing and Survey

Looking Ahead

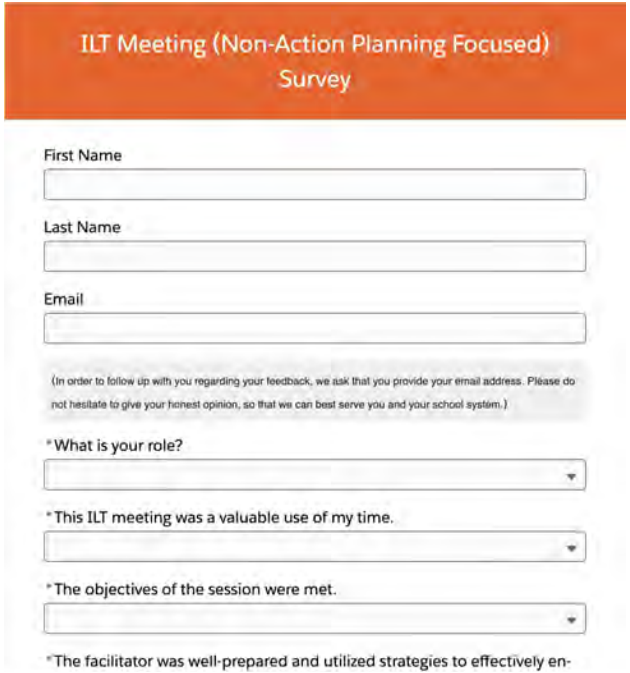
Coming out of this meeting, what are your…

- … **immediate next steps** to improve the impact of collaborative planning?
- … **longer-term next steps** to improve the impact of collaborative planning?



We value your feedback!

rebrand.ly/95-Envision-5-29



ILT Meeting (Non-Action Planning Focused) Survey

First Name

Last Name

Email

(In order to follow up with you regarding your feedback, we ask that you provide your email address. Please do not hesitate to give your honest opinion, so that we can best serve you and your school system.)

*What is your role?

*This ILT meeting was a valuable use of my time.

*The objectives of the session were met.

*The facilitator was well-prepared and utilized strategies to effectively en-

Appendix Item 9

Gladstone Elementary Case Study (Missouri)

INSTRUCTION PARTNERS

Six Years of Partnership with Gladstone Elementary School

Kansas City, Missouri



Where we started

Instruction Partners began a partnership with Gladstone Elementary, a K–6 school with significant refugee and new immigrant student populations, in the fall of 2018.

At the time, Gladstone educators were working hard to provide great learning experiences for their students, but, despite their efforts, they were not seeing significant growth in student outcomes. When the Instruction Partners team conducted classroom observations, we found that classroom instruction and materials were unaligned to the state standards.

Where we reached

Compared to pre-pandemic levels, Gladstone students are progressing in grade-level proficiency on the MAP state assessment faster than the overall state.

> **What I'm most proud of is that our kids are no longer leaving with subpar instruction. Our kids are leaving 6th grade writing and reading, able to have discussions, and able to critically think. And it's because we upped our game with the support of Instruction Partners. So, game on.**

DANA CARTER
Former Principal

Change in % of students testing proficient/advanced, from SY 2018–19 to SY 2022–23 (Four years)*

	Gladstone Elementary	State
Math	+6.0%	-2.2%
ELA	+2.3%	-5.4%
Science	+10.4%	-3.8%

*Data pulled from Missouri Comprehensive Data System reporting website

How we got here

Here's how we worked with Gladstone leaders to build an instructional support system that produces strong daily instruction and improved student outcomes.

Deepening leaders' content knowledge

The Instruction Partners team deepened the Gladstone leadership team's **understanding of effective instruction in ELA, math, science, and early literacy** by:

- **Introducing the team to the Instructional Practice Guides (IPGs)**—subject-specific observation and coaching tools that describe the content, teacher actions, and student engagement indicative of excellent teaching and learning.
- **Leading side-by-side classroom observations and coaching sessions** to build understanding of the grade-level standards and practice providing teacher feedback grounded in the IPG indicators in each subject area.

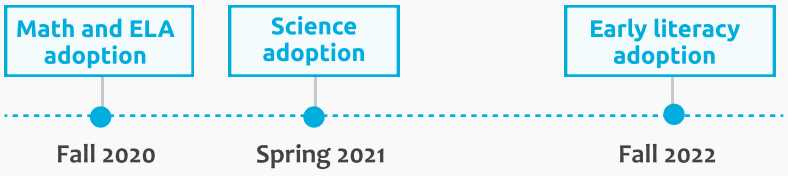
> **The Instructional Practice Guide gives us the 'what' by looking at the standard and the materials that we put in front of the children. It gives us the 'how' by really thinking through the facilitative questions that teachers will use to get the kids being able to access that content, and it helps us anticipate what students will do when they have the content in front of them.**

ULI SCHNEIDER
Current principal



Implementing and supporting high-quality instructional materials (HQIM)

After establishing a better understanding of standards-aligned instruction, the Instruction Partners team worked with Gladstone educators to select and implement high-quality instructional materials over the course of two years.



HQIM support included:

- Developing a clear rubric for materials evaluation to inform selection
- Helping Principal Carter set expectations for materials use, grading, and assessments
- Delivering upfront training on the new curricula
- Modeling lessons for teachers
- Creating and modeling protocols for unit internalization, lesson preparation, and student work analysis during professional learning communities (PLCs)

> **I have seen myself grow. I feel more confident teaching math. I've definitely learned how to look into the curriculum and the lessons that we're going to teach and how to break things down. And I've realized that the more I understand it, the more I can help the kids understand it.**

MOLLY HILLER
Teacher

Creating instructional data routines

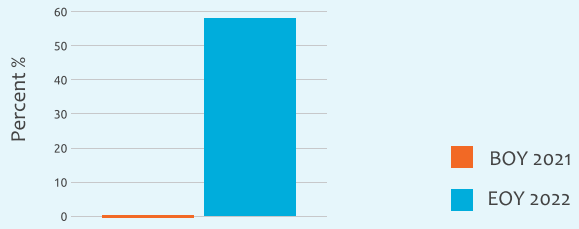
Instruction Partners empowered Gladstone leaders to monitor and continually strengthen instructional support for teachers by collecting key instructional data at three levels:

1. **Leader data:** Frequency of classroom observation and quality of feedback
2. **Teacher data:** IPG indicators, participation in collaborative learning time, and qualitative survey feedback
3. **Student data:** Outcomes on both curriculum-embedded assessments and nationally normed assessments

We established monthly stepback meetings to reflect on instructional data, enabling leaders to create short-term action plans, including planning topics of focus for teachers' collaborative planning time.

Data routines were initially implemented for K–2 reading instruction and led to unprecedented levels of growth in literacy. From the start to the end of SY 2021–22, the percentage of K–2 students testing on grade level (as measured by the i-Ready universal screener) increased from 0 to 58%.

Increase in the percentage of K–2 students testing on grade level SY 2021-22*



*i-Ready data for Gladstone Elementary received through data sharing agreement.

> **Previously, we always collected a lot of data, but we didn't really know what to do with the data that we had. Now, we collect data, and that data actually is how I decide what I'm going to teach. That's what drives my instruction.**
>
> **SHAWNA CREELEY**
> Teacher



> **I think what has made this partnership so successful is the beliefs of the Gladstone leaders. There is never any doubt about the belief they have in their teachers and what their teachers are capable of—and the belief in their students and what their students are capable of.**
>
> **MELISSA BECK**
> Director of Instructional Support
> at Instruction Partners

Partner with us

Contact us today to learn more about how we can partner to support your school or system in delivering excellent instruction for all students.

@instructionpartners | #InstructUP

INSTRUCTION PARTNERS

www.instructionpartners.org
partnerships@instructionpartners.org

Appendix Item 10

Lyons-Decatur Northeast Case Study (Nebraska)

INSTRUCTION PARTNERS

Scaling Elementary Math Success in Nebraska



Nebraska school districts statewide are in the process of adopting new, high-quality instructional materials (HQIM) for K–12 math. To support successful implementation at scale, the Nebraska Department of Education (NDE) launched the Math Acceleration Project, a multiyear capacity-building endeavor that supports regional centers—called Educational Service Units (ESUs)—in providing deep, replicable support to school systems implementing HQIM.

NDE engaged Instruction Partners to support the effort, teaming up with ESUs to offer individualized engagements that developed leaders' capacity to provide deep, lasting, replicable support to districts adopting and implementing HQIM.

The opportunity

In 2020, Lyons-Decatur Northeast Elementary began using *Eureka Math®*, but the lasting impact of disrupted schooling combined with the introduction of a new high-quality curriculum led to implementation challenges and a dip in student scores. Principal Brenda Totten called ESU #2's math specialist, Dr. Kelly Georgius, to help create a plan for providing teachers with effective, ongoing support with the new materials.

When Dr. Georgius heard about the opportunity to work with Instruction Partners to improve math teaching and learning at Lyons-Decatur, she jumped at the chance to have a thought partner in the work. "My job is pretty siloed," she shared. "When I learned that the state was offering ESUs the opportunity to work with Instruction Partners on a project that would help with math instruction, I jumped in and said 'yes'!"

An approach for scalable success

Instruction Partners worked alongside Dr. Georgius and Principal Totten to observe classrooms and create an action plan for providing teachers with ongoing, targeted support. Leveraging resources from Instruction Partners' **Curriculum Support Guide**, the team:

- ensured teachers had the dedicated time and resources they needed to internalize the new materials,
- aligned around a shared vision of what math instruction should look like for students, and
- created a vision walkthrough tool that allowed Principal Totten to give teachers timely and actionable feedback around what to celebrate and where to focus improvement efforts.

This model not only helped Lyons-Decatur teachers improve instruction but also developed Dr. Georgius' capacity to apply effective HQIM support across other districts in her region.

Results

Aligning around a vision and then putting the vision to work improved teacher practice, student experience, and academic achievement at Lyons-Decatur Northeast Elementary.

Results from the **Nebraska Student-Centered Assessment System (NSCAS)** showed that student scores increased significantly, rising from an average of 35% proficiency in 2020–21 to an average of 67% proficiency in 2021–22.

	NSCAS score at end of 2020–21 school year	NSCAS score at end of 2021–22 school year
Grade 4	38%	79%
Grade 5	33%	55%
Grade 6	33%	68%

The partnership also provided a model for how regional centers can work with external support providers to provide meaningful, multilayered support to teachers and leaders in service of better outcomes for students.

> **The collaboration with Instruction Partners helped us build coherence in how we talk about instructional materials and why strong implementation is so important to student success.**
>
> Marissa Payzant, Nebraska Department of Education

Learn more about this partnership on the **InstructUP blog.**

Statement of Exceptions
Instruction Partners
Evidence-Based Instruction Strategies Consulting

Instruction Partners affirms that we have reviewed the terms, conditions, and specifications outlined in **RFP: #3667** issued by Knox County Schools. We do not have any exceptions to the RFP requirements.

We agree to comply fully with all terms and conditions as stated in the RFP.

Sincerely,

Kelsey Hendricks, Executive Director, Engagement

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: David Forsyth	
UIB Insurance Brokerage Services, Inc 5111 Telegraph Avenue #323 Oakland CA 94609	PHONE (A/C, No, Ext): (510) 927-2102	FAX (A/C, No):
	E-MAIL ADDRESS: dforsyth@uibinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SENTINEL INS CO LTD	11000
INSURED Instruction Partners Inc. 604 Gallatin Ave. 202 Nashville, TN 37206	INSURER B : LLOYDS OF LONDON	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	x	x	57SBARI6990	01/05/2025	01/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	x	x	57SBARI6990	01/05/2025	01/05/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ $10,000	x	x	57SBARI6990	01/05/2025	01/05/2026	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Sexual Misconduct Liability			MEO5291985.25	03/13/2025	03/13/2026	OCCURRENCE AGGREGATE	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REQUEST FOR PROPOSAL NUMBER 3667

Knox County Schools is named as additional insured with respects the agreement with Instruction Partners Inc.

30 days notice cancellation 10 days for non pay. Waiver of subrogation inlcuded

CERTIFICATE HOLDER

Knox County Schools
400 W. Summit Hill Dr.
Knoxville TN 37902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Kelsey Hendricks, President or other Principal

Officer of Instruction Partners, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

Kelsey H
President or Principal Officer

For: Instruction Partners
Name of Company

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Subscribed and sworn before me by KELSEY HENDRICKS,

President or Principal Officer of INSTRUCTION PARTNERS,

On this Sixth day of ~~2025~~ JUNE 20 25.

Notary Public

My Commission expires: 9-7-26

WILLIAM PAINE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: Kelsey H
(sign in blue ink)

Title: Executive Director Date: 6/6/25

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Kelsey H
(sign in blue ink)

Title: Executive Director Date: 6/6/25

Knox County Government

and

Kids First Education LLC

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and Kids First Education LLC, hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government (Request for Proposals #3667) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Vendor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposals #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County. Per Request for Proposals #3667, a minimum of thirty (30) days is required for processing of payment.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting pursuant to Request for Proposals #3667.

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide the Evidence-Based Instruction Strategies Consulting detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Evidence-Based Instruction Strategies Consulting for the County in accordance with Request for Proposals #3667.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

17. **Limitations of liability.** In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

18. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3667 and Addendum I
B. Contractor's Response to Request for Proposals #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____
BOARD CHAIR – Signature

_____
BOARD CHAIR

Date: _____

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Kids First Education LLC

by: _____

Name: _____

Title: _____

Date : _____

Contract #: 25-516(b)
Approved as to Legal Form:

_____
Knox County Law Director's Office

7/24/2025
_____**Date**

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Evidence-Based Instruction Strategies Consulting** as specified herein. Proposals must be received by **2:00 p.m.** on **June 13, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3667
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to rachel.cabrera@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please file a report online by accessing http://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. **Proposers must submit with their written response an exact electronic version of their proposal in a single PDF file on a flash drive format.**

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper;
1.20.2 Not include pages of unnecessary advertising;
1.20.3 Be made on both sides of each sheet of paper.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **May 27, 2025 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents,

or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this Request for Proposal response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Iran Divestment Act/No Boycott of Israel Affidavit.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex **or** national origin any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its

respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County. In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this document is to set forth and convey to prospective proposers the general requirements for vendors to provide Knox County Schools with Evidence-Based Instruction Strategies Consulting as desired by Knox County. Award will be based on Best Value. Best value means more than low cost. It includes cost, technical service quality, experience, qualifications and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AWARD LENGTH:** The pricing for this Contract must remain firm for thirty-six (36) months. However, due to the funding source Knox County does not allow automatic renewals, this Contract will need to be extended annually to continue services. Knox County will draft the Extension of Contract and send it to the vendor approximately ninety (90) days before expiration. The agreement may be renewed for four (4) one-year periods upon mutual consent, for a possible total of five (5) years. Following the initial thirty-six (36) months, the Contractor may request a change in price.

3.5 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.6 **COMMUNICATION:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.8 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event on or both contacts leave the Knox County account, the

vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.9 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the vendor(s). Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. A sample contract is under Exhibit B for review. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.10 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.10.1 Provide competent supervision;
3.10.2 Provide competent personnel;
3.10.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

3.12 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

As per Section 1.5, Knox County will determine the award structure that is in its best interest.

Methodology	30 Points
Delivery of Service	30 Points
Experience & References	20 Points
Cost	20 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one hundred (100) points, based on the Evaluation Criteria, per submission.

3.13 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the Request for Proposal process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.14 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VIII of the submittal. **Do not strike through or in any other way alter the Request for Proposal. Exceptions listed within other sections of the submittal shall not be reviewed or considered.**

3.15 **GRANT FUNDING:** The products or services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.16 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.17 **IDENTIFICATION:** Employees of the Contractor shall have proper photo identification displayed at all times while on property belonging to Knox County.

3.18 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.20.1 The invoice must show the amount due to the Contractor by Knox County;
3.20.2 The invoice must show a summary of completed work;
3.20.3 Invoices are to be original and uniquely pre-numbered;
3.20.4 Invoices which do not show this information are subject to rejection.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

3.22 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

3.23 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.23.1 Respondent must address all submittal requirements as defined under Section IV.
3.23.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.23.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.24 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.25 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.26 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.27 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposal.

3.28 **ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.29 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of thirty-six (36) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

3.30 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.31 **PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.32 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal format. As the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.33 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this Request for Proposal. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this Request for Proposal or the Contract.

3.34 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection.

3.35 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.36 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.37 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.38 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **May 27, 2025 at 4:30 p.m. local time**.

3.39 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.40 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

4.1 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations. In addition to Knox County Public Schools, funds are utilized to provide our non-public and the charter schools with resources/services.

4.2 **FACILITIES:** All facilities for the training will be provided by Knox County or Knox County's non-public schools.

4.3 **PARTICIPANTS:** Number of participants may vary. Vendors may work with an entire school staff or smaller school teams, and/or district teams, or any combination thereof. A defined number of trainings or participants is not guaranteed. Participants will be staff members serving students that may fall into historically underserved populations.

4.4 **SCOPE OF WORK:** Knox County Schools is seeking vendors to provide professional consultation to our schools and district to implement evidenced-based, content-specific strategies for instruction while building a coherent

academic and cultural model that is grounded in our district's four priorities: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation.

Through a framework that supports adult learning; while embracing student-centered decision-making, educators will be empowered to collaborate in curriculum-embedded professional learning. Educators will build discernment by measuring their impact on student learning through routine student work analysis. The consultant will work with leaders to support the accurate capture of the state of instruction through participation in classroom walkthroughs and coaching during reflective debriefs. The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district. Educators will also focus on developing or sustaining a culture of learning within the school community to support academic competency and increase student proficiency and growth

4.5 **METHODOLOGY:** Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum and/or resources used in past projects that are similar in scope to the proposed training. This information is to be provided in Section V, Tab III of this Proposal.

4.6 **DELIVERY OF SERVICES:** The successful Proposer **must** offer professional development training designed to achieve the objectives outlined in this Request for Proposal and support increased organizational capacity to sustain the application of learning and implementation of tools and strategies over time. The proposed program must be designed to enhance the skills and/or abilities of employees in evidence-based instructional strategies as related to the classroom and school environment to reduce disparities and enhance student academic performance as detailed in this Request for Proposal.

The professional learning delivery model must authentically engage participants based on the principles of adult learning. Participants will be prepared to effectively implement evidenced-based, curriculum-based professional learning strategies and respond based on content-specific feedback to increase student proficiency. Participants will collaboratively engage in structures to include:

- Surveys for measuring culture;
- Processes for educator collaboration;
- Processes for measuring impact on student learning;
- Processes for building educator discernment regarding evidence-based instructional strategies within high-quality instructional materials utilized by the district; and
- Processes for leader capacity building.

Training provided should support sustained implementation and the professional learning should provide evidence-based instructional strategies with a proven impact on student outcomes.

Proposers must provide comprehensive narrative statements that outline the implementation and management plans that it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described.

Implementation may be requested upon execution of a contract.

4.7 **EXPERIENCE & REFERENCES:** Proposers are to detail their organization's previous experience working with school and district leadership teams to analyze underserved students and to promote high levels of achievement for all learners. For all relevant team members, proposers are to submit education credentials, relevant work experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal. This information is to be submitted in Section V, Tab V of the Proposal.

Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. **Do not list Knox County Government or Knox County Schools as a reference.** References shall be submitted on Attachment A of this Request for Proposal.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.
PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Employer Identification Number (EIN)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Subcontractor(s) (if applicable)
- Acknowledgement of the receipt of any Addendum issued

TAB III **METHODOLOGY (30 POINTS)**

Proposers must demonstrate an understanding of Knox County's needs and fully explain overall approach to meet the County's requirements. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.4 and 4.5. Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum used in past projects that are similar in scope to the proposed training.

TAB IV **DELIVERY OF SERVICES (30 POINTS)**

Proposers must provide and implementation plan and comprehensive narrative statements that outline the management plan it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the County's project schedule. Proposers must thoroughly address each of the requirements outlined in the Delivery of Services portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.6.

TAB V **EXPERIENCE AND REFERENCES (20 POINTS)**

Proposers must thoroughly detail its approach to the Experience and References portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.7.

- References (Attachment A)
- Proposers must state the organization's number of years in business and provide a description of the organization to include office location(s).
- Proposers must describe the organization's experience with similar projects.
- Proposers must provide an organizational chart that illustrates the organization of the project team. The organizational chart must illustrate the lines of authority and designate the individual responsible and accountable for the completion of each component and deliverable of the Request for Proposal. Information about each person listed should include their a) title b) resume, including advanced education credentials, relevant work

experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal c) number of years with the organization and d) description of the type of work the individual will perform

TAB VI **PROPOSED COSTS (20 POINTS)**

Costs proposals must include all direct and indirect costs associated with the performance of the service. Proposed costs should be inclusive of all expenses. Proposer may include the methodology used to determine their proposed cost. Pricing must include all expenses, including transportation and ancillary out-of-pocket charges, if applicable. There will be no reimbursement for any such charges. Please state cost in a "per participant" format, noting any applicable volume discounts.

- Cost Sheet (Attachment E)

NOTE: This tab and Attachment E shall only be included in Section V behind Tab VI. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

TAB VII **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB VIII **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this Request for Proposal in your response.

TAB IX **ATTACHMENTS**

- Insurance Checklist (Attachment B)
- Criminal History Check Affidavit (Attachment C)
- Iran Divestment Act (Attachment D)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3667

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

23. Certificate of Insurance shall show the RFP number and title.

24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: _____

Surveys	$_____ per school Notes:
Assessments	$_____ per school Notes:
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$_____ per six-hour day
Virtual Coaching for Small Groups of five (5) or Individuals	$_____ per hour
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ per six-hour day
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ two (2)-six (6) hour days
School Visits (Inclusive of all Travel Costs for Consultant)	$_____ per school
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$_____ per three-hour day
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$_____ two (2)-three (3) hour days
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	_____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price Notes:
Registration Fees (Conference/Workshop)	$_____ per participant
Other Expenses:	

<u>DELIVERY:</u> All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

Equal Employment Opportunity

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.

Clean Air Act and Federal Water Pollution Control Act
Contractors and subcontractors will 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 will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension
A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying
The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

b. If any funds other than federally 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

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

Preferences for Products Produced or Manufactured in the U.S.
(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “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.

(2) “Manufactured products” means 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.

EXHIBIT B
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government and Knox County Schools (Request for Proposal #3667) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal's specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends upon the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial three (3) year period. However, due to the funding source, the County is required to renew the Contract on a yearly basis as per Paragraph 1 above. At the end of the first three (3) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request a price increase for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposal #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting and Services pursuant to Request for Proposal #3667.

TBA

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Evidence-Based Instruction Strategies Consulting and Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting and Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting and Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Evidence-Based Instruction Strategies Consulting and Services for the County in accordance with Request for Proposal #3667.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

SAMPLE

A. Request for Proposal #3667
B. Contractor's Response to Request for Proposal #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3667
Evidence-Based Instruction Strategies Consulting

Addendum Date: June 2, 2025

Buyer: Rachel Cabrera

Closing Date: June 13, 2025

The following is for clarification:

Question 1: Section 4.1. In reference to, "For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations." Should proposal responses encompass working with educators prek-12, or could proposal responses attend to working with a subset of grade-levels (i.e. Elementary only)? Will proposals be scored more favorably one way or another?

Answer 1: Proposals can attend to working with subsets of grade-levels. No, proposals will not be scored more favorably one way or the other.

Question 2: Section 5. Proposal Format: This section requests submissions in a three-ring binder and also requests two copies, 1 marked "original" and 1 exact copy. Should both "Original" and "Exact Copy" be in the same three-ring binder, or should each be submitted in their own binder?

Answer 2: They should be submitted in their own binder.

Question 3: Section 4.7 states "Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years." However, Attachment A states "Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years." Can you please clarify, do these references need to be related to work completed in the last five years, or work that is currently underway and has been in service for 5+ years? i.e. Could we submit a reference from the last five years of a similar project that had a 3-year duration?

Answer 3: The work could have been completed in the last five years or currently underway. Yes, your company could submit a reference from the last five years of a similar project that had a 3-year duration.

Question 4: Will all 92 schools necessarily receive consulting services, or is the number of schools to be determined?

Answer 4: Per Section 3.35 Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

Question 5: Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers? Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers?

Answer 5: We have 92 schools in KCS. Participants will primarily include executive principals and school-level leadership teams but may include supporting educators. Participant numbers will vary based on the size of the school and the focus of the work.

Question 6: Does the district have instructional coaches, and if so, do you envision the consultants supporting them via a train-

the-trainer model?

Answer 6: KCS has an instructional coach in each elementary school. Some of our middle schools and high schools have instructional coaches. Train-the-trainer model is an option for support.

Question 7: Section 4.4 states, "The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district." Do you have any additional information about the kind of strategic action plans you are looking for here?

Answer 7: Strategic plans should align with the district plan and school plan, but deeply analyze how best to achieve positive outcomes for students based on an understanding of the current state of instruction utilizing district IPGs. The plan should embrace the use of the district-provided HQIM (ELA, MATH, SCIENCE). Strategies outlined in the plan must align not only with research but with evidenced-based practices.

Question 8: How will schools and participants be selected?

Answer 8: School leaders will have autonomy to elect services and design support.

Question 9: Is there a vendor currently providing this scope of work?

Answer 9: Yes, Knox County currently has Contracts with Catapult Learning, LLC, Corwin Press and National Institute for Excellence in Teaching for Evidence-Based Instruction Strategies Consulting.

Question 10: Is a hybrid approach that includes onsite and virtual training acceptable?

Answer 10: Yes

Question 11: Does the district currently leverage an LMS for professional development?

Answer 11: Yes, Canvas.

Question 12: What is the budget for this scope of work?

Answer 12: The budget varies based on school budget and district budget.

Question 13: Tab VI Proposed Costs requests a "per participant" price but Attachment E Cost Sheet specifies a number of participants per service. Please clarify what should be reflected in Attachment E.

Answer 13: Please complete the Attachment E Cost Sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from the cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

End of Addendum I

Note: Addendum must be acknowledged in Section V behind Tab II of the proposal.

Rachel Cabrera

Rachel Cabrera
Senior Buyer, Knox County Procurement

Customized Proposal for Partnership Services:

Evidence-Based Instruction Strategies
Proposal Number 3667

Knox County Procurement Division
Knox County Schools
Tennessee

June 2, 2025

KIDS FIRST EDUCATION, LLC
601-765-KIDS
P.O. Box 6512
Laurel, MS 39441
info@kidsfirst.llc

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TAB I - COVER LETTER

Kids First Education, LLC
PO Box 6512 Laurel, MS 39441
kidsfirst.llc - 601-765-5437(KIDS) - kidsfirstaccounting@kidsfirst.llc

The below signature of Co-Founder, Cellie Scoggin, serves as verification that Kids First Education has received authorization to submit a response for Proposal Number 3667 – Evidence-Based Instruction Strategies Consulting advertised by Knox County Procurement Division.

Cellie Scoggin

Co-Founder, Kids First Education
Title/Position

Company Profile

Company:		Kids First Education, LLC
	Address:	PO Box 6512 Laurel, MS 39441
	Phone:	601-765-5437(KIDS)
Primary Contact:		Shawnese Herrington
	Phone:	601-807-9397
	Email:	shawneseherrington@kidsfirst.llc
Vendor Number Assigned by Knox County:		85928
Employer Identification Number (EIN):		85-0894546

Acknowledgement of Addendum:

Kids First Education, LLC acknowledges receipt of Addendum #1 and affirms that all clarifications were read, understood, and incorporated into the proposal.

Cellie Scoggin

Co-Founder, Kids First Education
Title/Position

SCOPE OF SERVICES

Focus: Evidence-Based Instruction Strategies

Personalized Plan: Kids First C^3 Success Model

Through the Kids First Education **C^3 Success Model**, Kids First coaches will support teaching and learning by **collaborating** with the Knox County Schools team to **create** personalized plans for administrators, teachers, and staff. Our coaching model emphasizes:

- **Training:** Equipping staff with content knowledge and procedural understanding.
- **Modeling:** Demonstrating best practices and instructional techniques.
- **Coaching:** Providing real-time feedback and sustained support.
- **Support:** Offering embedded assistance as educators implement strategies in their settings.

Throughout the project, our team will conduct regular debriefs with district leadership, building principals, or designated personnel to assess progress and revise the scope of work as necessary. The Kids First team will remain fully **committed** to delivering high-quality, adaptive support in alignment with district goals.

OUR PROCESS

The Kids First Team reviews each school's historical, demographic, and student data and determines what our current processes support and which areas will require new personalization for the new school year. Through this analysis, the Kids First Team cultivates a solid understanding of the proposed scope of work that will fulfill the district's needs and align with its priorities.

The Kids First Team is the most suitable contender to provide services and support for the following reasons:

- The Kids First Curriculum Teams have developed High-Quality Instructional Resources that support coaching services, build teacher capacity, and accelerate student learning.
  Visit **our website** for our High-Quality Instructional Tools.
- The Kids First Team members have successfully provided job embedded professional development and consultation since 2007.
- The Kids First Team is currently partnered with over 200 districts, systems, and cooperatives. Over 60 full-time employees and over 400 independent coaches provide these comprehensive, integrated services.
- The Kids First Team members have a proven track record of designing and implementing **effective, sustainable solutions**.
- The Kids First **personalized solutions** will address the individual needs of each school or school subgroup.
- The Kids First company began the approval process in 2021 and was approved by Rivet Education to be included in Rivet's Professional Learning Partner Guide (PLPG). Kids First was re-approved in 2024, going through an even more rigorous approval process. The PLPG is a list of organizations that provide best-in-class curriculum-aligned professional learning services in the country. With multiple HQIM on its list, Kids First Education is approved for partnering with schools and districts in launching an initial implementation of chosen curriculum materials, providing ongoing support for teachers, and providing leadership support in the implementation of those materials to ensure student growth and mastery
- The **Arkansas State Department of Education** recently approved Kids First Education as a 1003 Vendor of Choice to support School Improvement plans across the state of Arkansas. This recognition positions Kids First Education as a pivotal resource for schools seeking to implement effective instructional strategies to increase student achievement.
- The **Arkansas State Department of Education** recently approved Kids First Education as a Professional Learning Communities Support Vendor. Kids First is approved in ALL FOUR support areas, including Foundational Literacy and the Science of Reading, Strengthening Career Pathways, Strengthening Instructional Quality, and Multi-Tiered System of Supports for Behavioral and Mental Health Services. Kids First is THE ONLY approved vendor for ALL FOUR areas of support.
- Kids First's high-quality professional learning opportunities and services have been placed on approved vendor lists in the **South Texas Independent School District** and the **Mesa Arizona Public School District.**

OUR INNOVATIVE CYCLICAL APPROACH

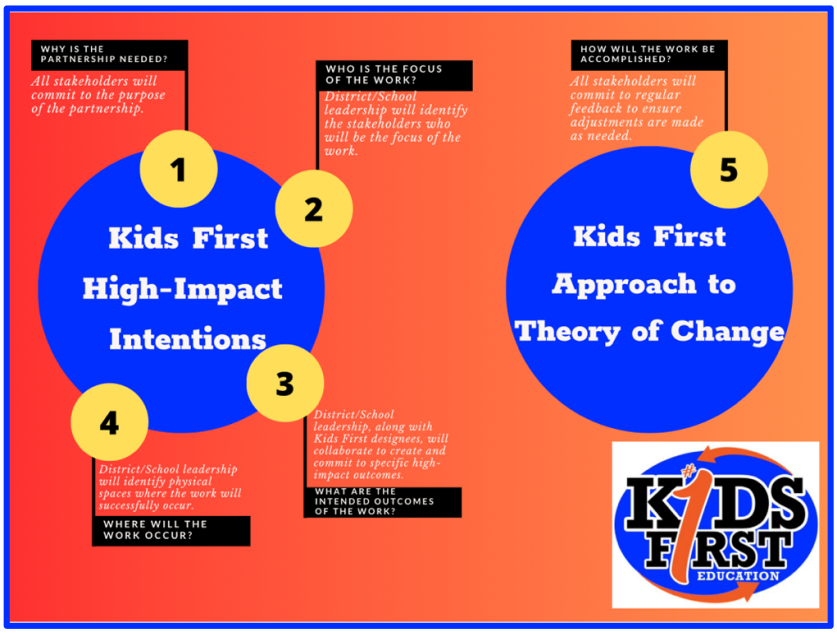
Based on the latest research through Northwest Evaluation Association, educators across the United States have determined top priorities as addressing both the equity, achievement gap and social emotional learning and providing services with a clear purpose and measurable impact for teachers and students.

Our innovative approach has improved:

- Student acceleration,
- Learning loss,
- Social emotional learning, and
- Instructional continuity.

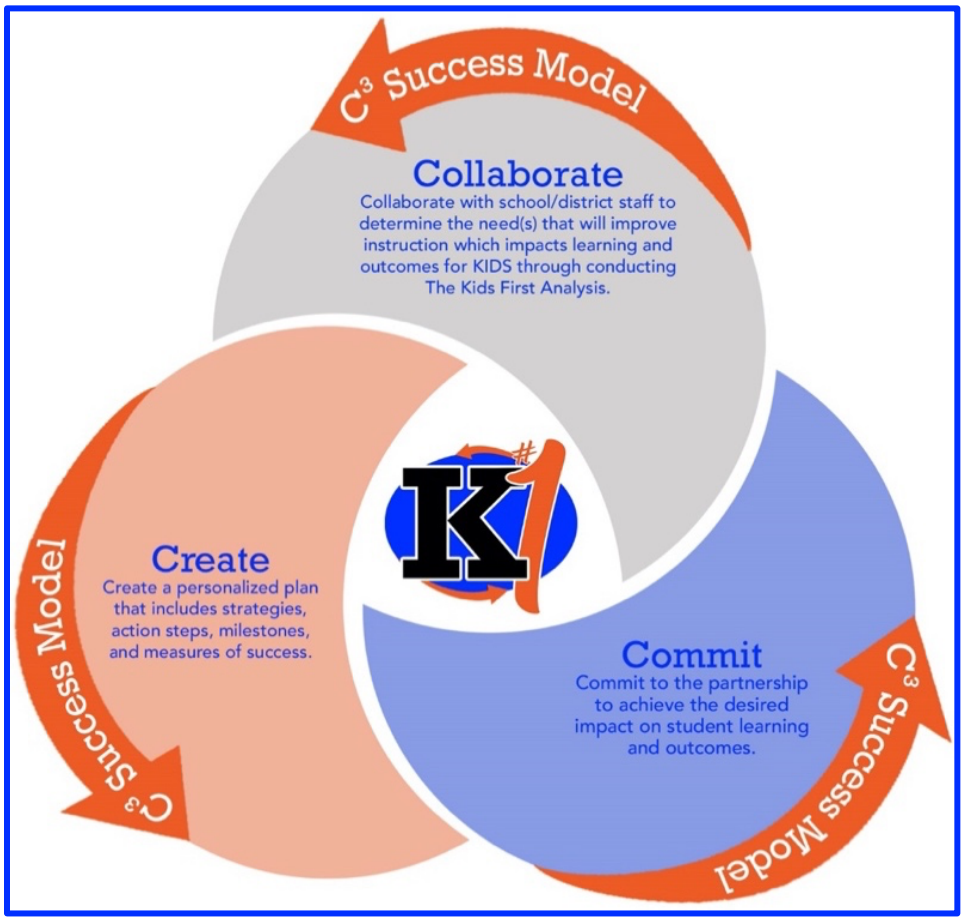
Kids First has a proven formula of identifying the specific High-Impact Intentions that lead to our cyclical approach to the theory of change, which necessitates adjustments based on analysis of given evidence.

1. All stakeholders will first commit to the purpose of the partnership. The purpose is begun with the district/school and then solidified through the collaboration and discussion with Kids First designees.
2. The district/school leadership team then identifies the stakeholders who will be the focus of the work, receiving the services needed to impact the purpose of the project. Kids First designees are available to collaborate and create the focus stakeholders, if needed.
3. Next, high-impact outcomes are either created by district/school leadership at the outset and discussed with Kids First designees or collaborated upon and created by the shared stakeholders within both parties.
4. District/school leadership will identify the physical space(s) where the services will occur. These spaces will effectively ensure the quality of the purpose and outcomes of the partnership.
5. After logistics are determined and the services begin, Kids First commits to obtaining continuous feedback throughout the scope of the project to ensure any adjustments that need to be made are based on quantitative and qualitative evidence and data. Once the evidence and data are analyzed, adjustments will be discussed with all stakeholders on both sides to ensure the changes are implemented effectively.



KIDS FIRST C³ SUCCESS MODEL

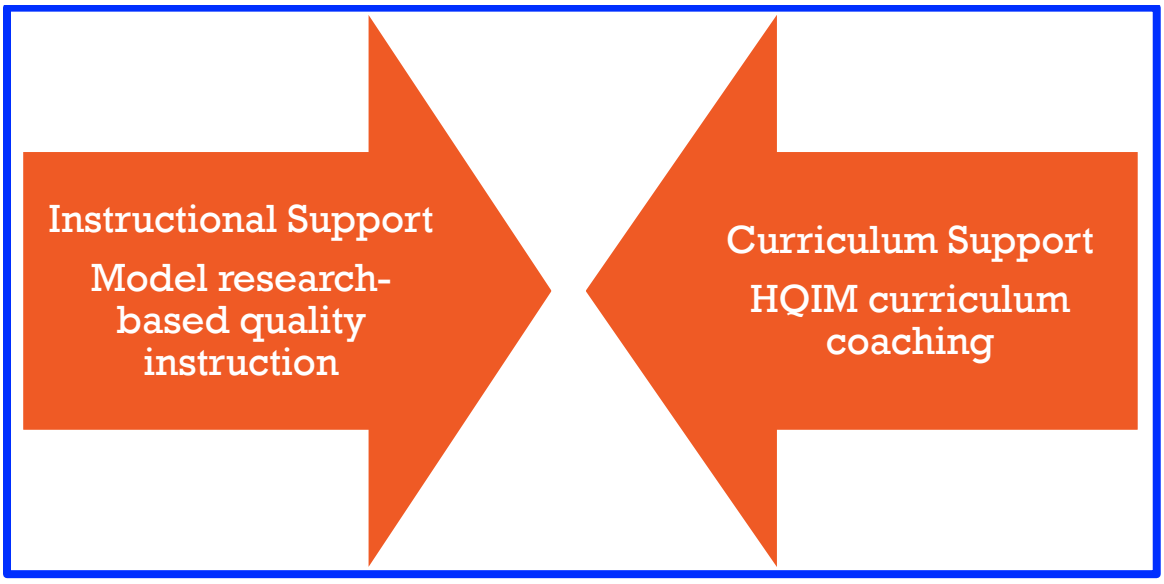
The common threads of our work are the KIDS (students) we serve and our commitment to personalized learning. Our work with KIDS, teachers, and school and district level leadership begins and ends with KIDS in mind. Our C³ Success Model is a KIDS First trademark and remains constant throughout our teaching and learning solutions.



To learn more about Kids First Education, LLC services, scan the QR code:

Kids First Services

INSTRUCTIONAL AND CURRICULUM SUPPORT



Instructional Support

- Research-based quality instruction and customized small-group levels.
- Instructional support where our coaches will work alongside teachers and students, co-teaching and modeling, to enhance the quality of instruction that ensures student mastery and fidelity to implementation.
- Collaborate with instructional staff and principals to support instructional processes at all levels, providing high-quality instructional strategies and practices for teachers between interim on-site visits to continue building capacity.
- Partner with instructional staff on expectations for lesson delivery and the consistent use of classroom resources during instruction.

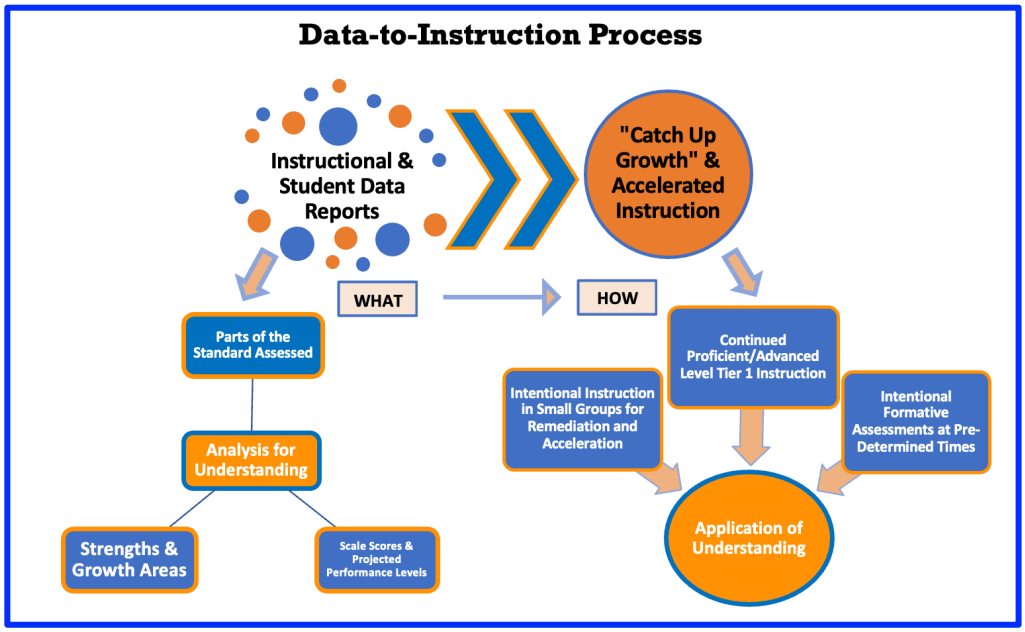
Curriculum Support

- Conduct ongoing professional learning sessions that continuously focus on details related to the curriculum for teachers and instructional staff.
- Continue to connect instructional content to standards, the HQIM curriculum instructional model, instructional shifts, pacing, differentiation, assessments, and planning using HQIM.
- Revisit components of the HQIM and examine how those resources align with lesson plans and lesson lines.
- Hold professional learning sessions in which our instructional coaches model how to effectively implement the instructional model and lesson lines of the curriculum.
- Show how to implement engagement and differentiation practices effectively using HQIM guidance.
- Collaborate with instructional staff on classroom activities related to effective HQIM implementation.
- Monitor implementation fidelity through ongoing fidelity checks.
- Offer additional prescriptive services for each individual school focused on quality instruction.

DATA TO INSTRUCTION

Kids First instructional coaches will provide training and coaching to support the following areas, including but not limited to:

- Implementing data-driven instruction using state, district, school, and classroom data points;
- Assisting administrators and teachers in analyzing data to identify trends and gaps;
- Facilitating discussions on adjustments to instruction based on student data;
- Determining district/school-wide classroom structures for utilizing data; and
- Establishing protocols for collecting data, analyzing data, and reflecting on instructional delivery.



Data to Instruction includes working with school and district leadership and teachers to analyze all state, district, and school assessment data to determine students' learning strengths and skill gaps.

After reviewing the data point(s), a deep data dive with Kids First will discover:

Obstacles preventing standard mastery,
Misconceptions/Misunderstandings hindering standard mastery, and
Gaps in learning that are impeding standard mastery.

Using the Kids First O.M.G. method, administrators and teachers can define the exact direction and speed of instruction.

Kids First coaches will work with teachers to build capacity and produce positive results. The following areas are embedded in our teacher coaching:

- Professional learning sessions wherein our instructional coaches will train, coach, and model research-based quality Tier I instruction
- Provide side-by-side support for teachers through modeling and co-teaching to enhance the level of quality instruction that ensures student mastery
- Data Driven Decision Making and Personalized Instruction
- Pacing and Curriculum Alignment to Standards
- Lesson Planning and Instructional Delivery
- 21st Century Technology Integration in the Classroom

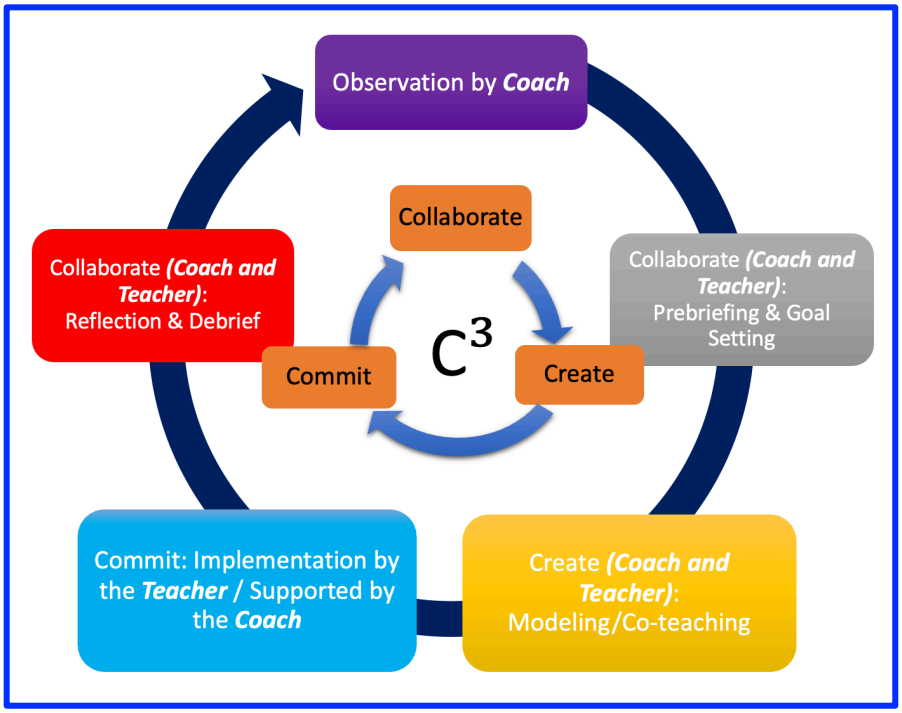
- Student Engagement and Motivation
- Social and Emotional Learning
- Higher Order Questioning and Problem Solving
- Classroom Environment and Behavior Management
- Best practices for maximizing strategies for state assessments
- Other prescriptive services for each school centered around data-driven, quality instruction

Data to Instruction also involves collaborating with school and district leadership and teachers to analyze all state, district, and school assessment data, identifying students' learning strengths and skill gaps. This will provide the foundation for data-driven meetings and set the direction and pace of instruction.

JOB-EMBEDDED SUPPORT

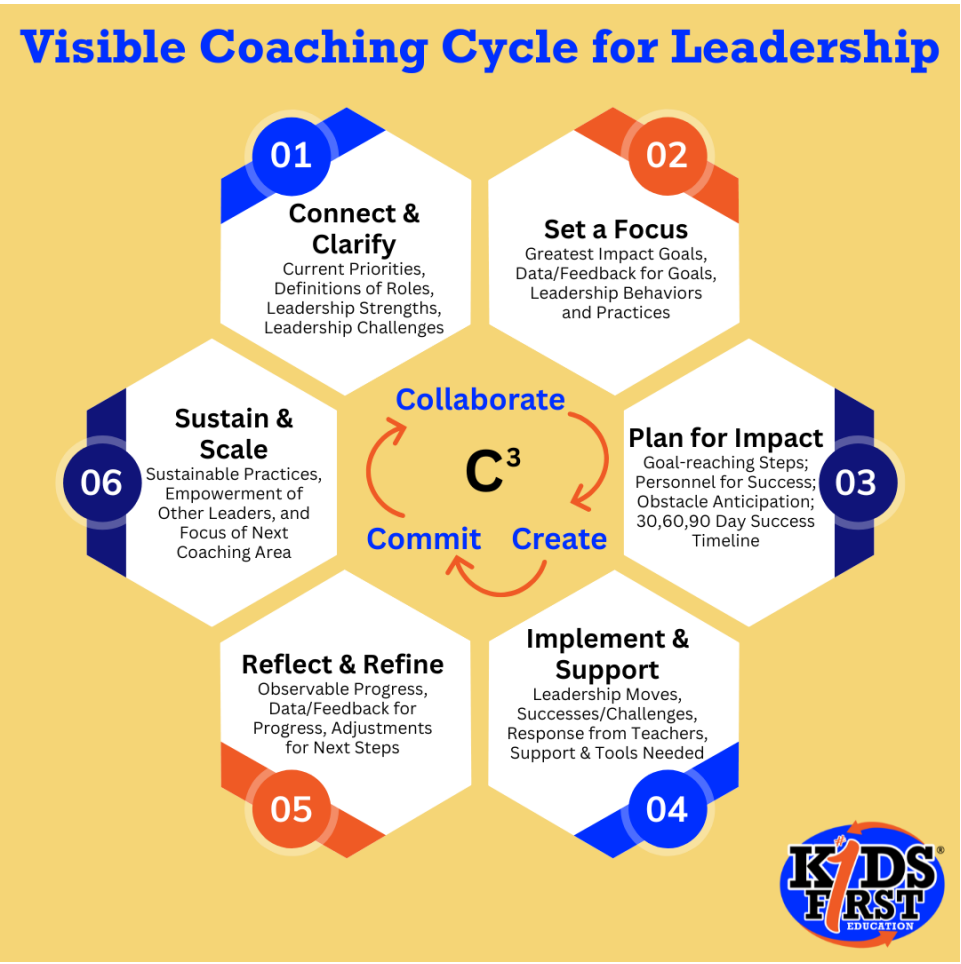
Kids First Education coaches will train and model research-based practices with educators in multiple ways, including but not limited to:

- Professional learning sessions focusing on district goals and data to guide instruction.
- Job-embedded coaching emphasizing evidence-based and curriculum-embedded practices, including but not limited to instructional coaching, data coaching, assessment coaching, lesson planning, lesson modeling, differentiated instruction, scaffolding, and resource identification.
- Data-driven decision-making and personalized instruction.
- Appropriate pacing and curriculum alignment.
- Lesson planning and instructional delivery.
- High-yield instructional strategies, along with best practices for daily lessons and state assessment preparation.



Kids First Education leadership coaches will train, model, and coach best practices to:

- Guide administrators in establishing instructional priorities for the school year;
- Assist leaders in their roles related to curriculum implementation and supervision;
- Focus on enhancing the capacity of instructional leaders by developing their pedagogical knowledge;
- Provide site-based, job-embedded leadership coaching and development;
- Incorporate evidence- and research-based practices with proven results;
- Coordinate professional learning communities, professional development, and instructional rounds;
- Train and coach leaders on implementing instructional strategies that increase rigor, supporting teacher capacity and enhancing student achievement;
- Help school leaders create a common language that promotes consistency, high academic expectations, and an equitable school culture for all students;
- Encourage self-reflection aimed at enhancing the capacity to align instruction with state standards, district curricula, and assessments, thereby improving student achievement;
- Participate in data team meetings with instructional leadership teams and/or district leaders to assess instructional practices and measure their impact on student learning; and
- Develop a plan to gradually reduce support, ensuring sustainability.



SAMPLE MODULES AND HIGH-IMPACT RESULTS

English Language Arts	
Session Focus	**High-Impact Session Results**
Teaching to High Performance Levels: Utilizing Standards-Based Documents and IPGs to Ensure Mastery Instruction	• Gain a deeper understanding of how students think and acquire information • Analyze to integrate high performance level descriptors into teaching and learning • Analyze materials and resources to determine reading and writing opportunities and DOK levels of thinking and applying knowledge • Gain a deeper understanding of text complexity • Examine related IPGs to analyze instructional practices
Using Short Constructed Responses with Quality Feedback to Extend Thinking and Accountable Talk	• Collaborate to determine what writing must and must not be • Collaborate to identify school- and district-wide writing non-negotiables • Understand the benefits of short constructed responses
Attacking Vocabulary in the Primary Grades (Kindergarten-2nd Grade)	• Understand what effective vocabulary instruction is and its impact on reading comprehension • Determine how to effectively use diagnostic assessments to assess students' knowledge of words • Collaborate to implement whole-group, small-group, and independent vocabulary instruction and application
Building Reading and Writing Endurance	• Explore and understand the Reading and Writing Rope • Discuss ways to build student's endurance in reading and writing • Collaborate to create a plan to increase student's reading and writing endurance
Identifying and Utilizing High-Quality Instructional Materials	• Understand the why, how, when, and what of "high-quality instructional materials" • Explore materials and evaluate their level of quality • Examine and analyze each component of a high-quality curriculum • Identify the gradual and rapid release of instruction models found in specific high-quality curriculum
Science of Reading	• The 5Ws and 1H of the Science of Reading • Shifts in instruction • Planning an effective lesson • Gain knowledge of the science of reading and its application in instruction
Effective Center/Small Group Instruction	• Define what learning centers are and their requirements • Identify options for centers and management • Discuss and create planning and organizational processes for small group instruction • Gain a deeper understanding of planning and preparing for small group instruction

Mathematics	
Session Focus	**High-Impact Session Results**
The 5 Components of Tier 1 Math Instruction	• Gain an understanding of essential components of Tier 1 math instruction • Analyze current practices for improvement in Tier II and Tier III student support using the essential components • Solidify structures and strategies in the classroom to increase student gains
CPA: Three Phases of Sustainable Understanding for Early Math Instruction	• Know and understand the three phases of the CPA Strategy: Concrete, Pictorial, Abstract • Increase familiarity and confidence with appropriate manipulatives and models that boost number sense • Collaborate to create centers that incorporate all 3 modalities of the CPA strategy
Identifying and Utilizing High-Quality Instructional Materials for the Math Classroom	• Understand the parameters and components in determining HQIM for mathematics • Understand how the implementation of HQIM enhances the learning opportunities for students • Use materials for implementing rich tasks aligned to standards
Math Fluency	• Demonstrate effective strategies for developing fluency in Grades K-3 • Gain understanding of how to build students' conceptual knowledge through research-based strategies • Examine the progression of fluency facts
Engaging Students in Mathematical Discourse	• Understand how to facilitate small group talk effectively • Gain knowledge of strategies to support quality classroom discourse • Develop effective questioning practices and implement quality question stems
Using Manipulatives to Grow ALL Students	• Develop best practices for implementing tactile manipulatives • Compare and contrast the use of virtual and tactile manipulatives • Develop how to facilitate a lesson using the CPA Method and manipulatives
Desmos Calculator (High School)	• Demonstrate how to implement Desmos Studio and Desmos Classroom to provide effective classroom instruction • Gain knowledge to implement the Desmos Calculator for usage on the Digital ACT, Digital PSAT/SAT, and other digital Assessments

Science Opportunities	
Session Focus	**High-Impact Session Results**
Using Inquiry to Guide Problem Solving and Writing	• Understand how to use the 3D model of science to support student critical thinking and learning through inquiry • Understand how to use the scientific process to build student capacity in science literacy • Understand how to use inquiry when planning for lessons to deepen student content knowledge and skills

Using 3-Dimensional Learning Practices in Science	• Understand how to implement a full science experience using the three facets of science:
	  ○ What: Disciplinary Core Ideas (DCIs)
	  ○ How: Science and Engineering Practices (SEPs)
	  ○ Why: Cross-cutting Concepts
	• Understand how to turn the science classroom into a vocabulary centered multi-faceted phenomenon
	  ○ Deconstruct standards to identify academic vocabulary

Utilizing Reading & Writing Science/Technical Standards to Ensure Transfer Learning	• Understand scientific literacy in the real-world • Engage in a collaborative deep dive of the science/technical reading and writing standards • Understand the three levels of learning: surface, deep, and transfer • Engage in a collaborative planning session to integrate reading and writing standards in the science classroom
Visible Learning in Science: Hattie's Effects and the Science Classroom	• Develop an understanding of Visible Learning • Review Hattie's Effects and Develop an understanding of effective "Visible' teaching practices • Maximize teaching to enhance student engagement and retention
Using the 5E's in Science Lesson Planning	• Understand the components of the 5E lesson plan • Utilize and incorporate the 5e lesson plan template into the science classroom • Engage in effective planning and implementation of 5E lessons
Pushing to Proficiency	• Use Blueprints to effectively pace standards for instruction • Develop a clear path for instruction and remediation of students throughout the YEAR • Acquire High Impact strategies to accelerate students to proficiency • Develop strategies for continuous spiraling and integration of test-taking strategies

Social Studies/History	
Session Focus	**High-Impact Session Results**
Strengthening Social Studies Skills to Master Content Standards	• Make summarizing and comparing-and-contrasting a part of the weekly routine • Effectively incorporate map skills daily • Develop timelines to identify cause-and-effect relationships • Make graphic literacy part of social studies lessons • Begin test prep instruction in school social studies classrooms
Utilizing Reading & Writing History Standards to Ensure Transfer Learning	• Understand literacy in the social studies/history classroom • Engage in a collaborative deep dive of the history reading and writing standards • Understand the three levels of learning: surface, deep, and transfer • Engage in a collaborative planning session to integrate reading and writing standards in the social studies/history classroom
Project-Based Learning in the Social Studies Classroom	• Create hands on experiences for social studies students • Use the verbs within state standards as a guide in developing engaging learning experiences for students
Using Visuals and Primary Sources to Increase Understanding	• Create lessons centered on analyzing cartoons and illustrations • Develop independent work, group activities, and workstations using primary sources • Strengthen test prep skills

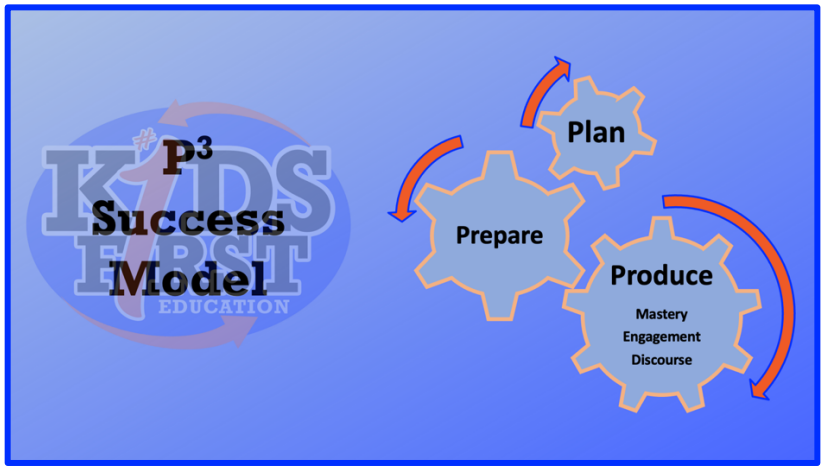
Faculty-Wide Opportunities	
Session Title	**High-Impact Session Results**
Effective Classroom Management Practices to Maximize *Learning*	• Develop an effective classroom management plan that utilizes proactive approaches to prevent minor and major behaviors • Collaborate to establish a safe, predictable classroom environment through defined classroom routines and procedures • Define classroom essentials and develop a system for teaching appropriate behaviors • Acquire positive behavior management strategies to utilize to build a positive and accountable classroom culture and community
High-Yield Strategies to Move Students Through the Three Phases of Learning	• Develop a clear understanding of how to identify “high yield” strategies • Analyze the progression of the three phases of learning: surface, deep, and transfer • Analyze a current lesson plan to identify where high-yield strategies are incorporated • Analyze a week’s lesson plan to identify progression from surface to transfer learning

Individualized Learning vs. Personalized Learning	• Understand the difference between individualized and personalized learning • Discuss the surface level of each type of learning and dig deeper to identify the components of each type and the supports to incorporate • Collaborate to effectively incorporate each strategy within the classroom
Differentiation vs. Scaffolding	• Understand the difference between differentiation and scaffolding • Discuss the surface level of each strategy and dig deeper to identify the components of each strategy and the supports to incorporate • Acquire differentiation strategies for content, process, product, and environment • Collaborate to understand how to utilize the Access for All Guide to provide differentiation and scaffolding • Collaborate to effectively incorporate each strategy within the classroom

Using The Fundamental Five to Ensure Effective Instruction	• Gain a deep understanding of The Five Components of Quality Instruction as defined in *The Fundamental Five:*
	  ○ Lesson Framing
	  ○ Recognize and Reinforce
	  ○ Critical Writing
	  ○ Frequent Small Group, Purposeful Talk
	  ○ Power Zone
	• Collaborate to implement practical strategies of The Fundamental Five
	• Collaborate to identify simple strategies for monitoring effective implementation of the Fundamental Five

TAB IV – DELIVERY OF SERVICES

Kids First Education shall offer professional development services specifically customized to meet the requirements of the district and/or individual schools. The specific content and focal areas will be jointly determined through continuous consultation and strategic planning between Kids First and the district or school leadership. This collaborative process ensures that professional learning is aligned with local priorities, instructional objectives, district and school-level data, as well as the needs of educators, thereby promoting significant and sustainable improvements in teaching and learning outcomes.



Through planning, preparing, and producing, the partnership between Knox County Schools and Kids First Education will PRODUCE:

- In-depth training and support for administrators, teachers, and staff;
- Coaching for administrators and teachers;
- Guidance for administrators to increase their level of actionable feedback to teachers and staff;
- Observation and debriefing sessions to set goals and to monitor progress;
- Data collection and analysis;
- Data-driven instructional plans;
- Instructional plans that include a coherent integration of resources, vertical and horizontal alignment of curriculum, an increase of rigor and complexity, and concept-based teaching and learning;
- Guidance and coaching for formative and summative classroom assessments creation;
- Comprehensive plans for supporting at-risk, struggling learners to close skill gaps and to move students to proficiency;
- Training and support for advanced students to provide an instructional path to continue their academic growth;
- Integration of technology into lessons to increase student engagement and mastery of standards;
- Special populations support plan;
- Special Education support for inclusion and self-contained classrooms; and
- An **increase** in student proficiency.

After each professional learning session, Kids First Coaches will administer an online quantitative evaluation to assess the participants' analysis of the session. Using Thomas Guskey's five levels of professional learning, Kids First will create a customized evaluation tailored to the goals for Professional Learning and Coaching in Knox County Schools.

Specific to the five levels will be the following:

1. Participants' reactions: Initial satisfaction with the professional development session
2. Participant learning: *New* knowledge and skills that participants take away
3. Organization support and change: Specific changes and/or extensions to current practices that will be implemented
4. Participant use of new knowledge and skills: Fidelity of participants' implementation of specific changes and/or extensions
5. Impact on student learning outcomes: Overall impact of professional development on student learning outcomes

Reports on professional development sessions will be presented to the district and school.

COMPREHENSIVE PLAN

A comprehensive Professional Learning and Job-Embedded Coaching Plan for Knox County Schools covering July 2025 through June 2026 is presented below. This plan supports both teachers and administrators with a strategic focus on evidence- and curriculum-based strategies, data analysis, accountability, instructional quality, content-specific feedback, and sustainability. Topics listed below are suggested options. All items can be adapted and customized to best meet district and school needs and/or requests.

Proposed Professional Learning Plan: July 2025 – June 2026
Knox County Schools and Kids First Education Partnership

Timeline Overview

Month	Key Focus Area(s)
June - July 2025	Data Analysis, Accountability, Administrator Preparation
July -August 2025	Teacher Training, Planning for Instruction, Student Return Readiness
September 2025 - May 2026	Multi-Teir Training and Support, Ongoing Job-Embedded Coaching, Instructional Improvement Cycles, Specific Support Services based on Student Needs, Mid-Year Data Reviews, Preparing for state assessments
June 2026	End-of-Year Reflection, Final Data Analysis, Planning for 2026-2027

Phase I: Data-Driven Planning and Leadership Readiness (June–July 2025)

1. Data Analysis (July)

- Collaborative sessions with district and school leaders to analyze current and historical data and assessment results.
- Disaggregation of data by subgroup, content area, and grade level.
- Identification of strengths, gaps, and trends to guide professional learning focus and coaching priorities.

2. Understanding Accountability (July)

- In-depth training for administrators on accountability frameworks.
- Emphasis on growth metrics, subgroup performance, and school-level implications.
- Action planning for how instructional leadership will address identified targets.

3. Administrator Preparation for Staff Return (July)

- Coaching for principals and leadership teams on setting expectations and focus areas.
- Support in developing school-based Professional Learning plans and messaging for staff.
- Alignment of leadership goals with district initiatives and data.

Phase II: Teacher Training and Instructional Launch (July-August 2025)

4. Teacher Training: Instructional Readiness

- Standards-aligned professional learning across content areas:
  - **ELA, Math, Science, Social Studies**.
- Key focus areas:
  - Using data to drive instruction.
  - Lesson preparation, planning, and modeling with scaffolding and differentiation.
  - Identifying and leveraging high-quality instructional materials (HQIM).
  - Implementing evidence-based instructional strategies.
- Special breakout sessions:
  - Addressing learning gaps and acceleration.
  - Culturally responsive teaching.

5. Administrators' Prep for Teacher Return

- Strategies for leading effective staff professional learning and setting instructional priorities.
- Leadership coaching on walkthrough calibration, observation protocols, and feedback cycles.
- Finalization of coaching schedules and school-based coaching goals.

6. Teachers' Prep for Student Return

- Classroom management and culture building strategies.
- Co-planning curriculum-based units using backward design and formative data points.
- Ready-to-implement instructional tools and model lessons.

Phase III: Ongoing Coaching and Continuous Improvement (September 2025 – May 2026)

7. Monthly Coaching Cycles

- **Instructional Coaching (All Content Areas)**:
  - Classroom observations, co-teaching, lesson modeling, and planning.
- **Assessment & Data Coaching**:
  - Analyzing benchmark and classroom assessment data.
  - Adjusting instruction based on student performance.
- **Leadership Coaching**:
  - Walkthrough analysis, instructional feedback, and data meeting facilitation.

8. Instructional Focus Areas (By Quarter)

Quarter	Focus Area
Q1 (Sept–Oct)	Lesson Planning, Engagement, HQIM
Q2 (Nov–Dec)	Data Use, Formative Assessments, Differentiation
Q3 (Jan–Feb)	Scaffolding, Reteaching, Acceleration
Q4 (Mar–May)	Preparing for End-of-Year Assessment, Enrichment

Phase IV: Year-End Reflection and Planning (June 2026)

9. Final Data Review and Instructional Planning

- Analyze year-end assessment results to measure impact.
- Reflect on coaching outcomes and instructional shifts.
- Identify successful strategies and areas needing further support.

10. Sustainability and Summer Planning

- Develop coaching and professional learning goals for the 2026–27 school year.
- Recommend teacher leaders and instructional champions.
- Update leadership development priorities in accordance with any new, applicable accountability guidance.

OUR RESEARCH

Leadership Coaching and Support

Kids First Education coaches are highly trained in evidence-based leadership practices grounded in John Hattie's Visible Learning research and other high-impact instructional frameworks. Our leadership training and coaching services for administrators are designed around high-yield influences proven to significantly enhance student learning outcomes.

Throughout coaching engagements, Kids First coaches work closely with school leaders to develop their instructional leadership capacity. This includes using data to inform and direct schoolwide decisions, facilitating and supporting high-functioning Professional Learning Communities (PLCs), cultivating a strong and positive school culture and climate, and ensuring the implementation of effective instructional practices with fidelity across all classrooms.

Each leadership coaching session explicitly connects actions to relevant research-based influences and their effect sizes, helping administrators understand WHICH PRACTICES MATTER MOST and WHY. By grounding leadership decisions in evidence, Kids First equips principals and school leadership teams to lead with clarity, intentionality, and measurable impact.

Leadership Strategy	Effect Size	Description
Collective Teacher Efficacy	1.57	Leadership fosters a belief among staff in their collective impact.
Instructional Leadership	0.84	Leaders focus on improving teaching and learning directly.
Professional Learning Communities (PLCs)	0.75	Facilitating collaboration focused on student learning and teacher growth.
Feedback (Leader to Teacher)	0.70	Timely, specific feedback that improves teaching performance.
Visible Learning Leadership	0.72	Administrators make learning visible by aligning practices to outcomes.
Goal Setting and Monitoring	0.68	Clear goals set by leadership that are tracked and refined over time.
School Climate	0.61	Creating a safe, inclusive, and achievement-oriented environment.
Data-Informed Decision-Making	0.67	Using schoolwide data to guide instructional focus and resource allocation.

Instructional – Teacher Coaching and Support

Kids First Instructional Coaches remain current with evidence-based research, encompassing high-yield instructional influences, such as John Hattie's Visible Learning, and the associated effect sizes on student learning and academic growth. Throughout all training and coaching sessions for administrators, instructional coaches, teachers, and teacher assistants, Kids First coaches will clarify the rationale behind each session by integrating the evidence-based influences and effect sizes that are anticipated to produce significant results for participants, ultimately benefiting students.

High-Yield Instructional Influence	Effect Size	Application
Student-Teacher Relationships	.72	Kids First coaches help teachers build trust and positive relationships with students to improve engagement and achievement.
Teacher Clarity	.75	Coaches support teachers in articulating clear learning goals, success criteria, and instructional expectations.
Teacher Credibility	.90	Coaches guide educators in demonstrating competence, trustworthiness, and passion to enhance student belief in learning.
Collective Teacher Efficacy	1.57	Kids First facilitates collaborative environments where educators believe in their joint capacity to impact learning.
Differentiated Instruction	.56	Coaches provide strategies for tailoring content, process, and product to meet diverse student needs.
Mastery Learning	.67	Kids First helps design learning experiences that ensure students achieve mastery before moving forward.
Explicit Teaching Strategies	.63	Coaches model direct instruction techniques with clear explanations and guided practice.
Planning and Predicting	.83	Kids First coaches train teachers to anticipate learning challenges and proactively plan instruction.
Direct Instruction	.60	Instructional coaches support clear, structured teaching with modeling, practice, and feedback.
Deliberate Practice	.79	Coaches help teachers refine specific teaching skills through focused, repeated practice and reflection.

ADDITIONAL RESEARCH

Visible Learning Research: With over 250+ Influences on Student Achievement, John Hattie's *Visible Learning* research on effect sizes is prominent within Kids First Education's training, coaching, modeling, and co-teaching. Our coaches ensure teachers are aware of, understand, and know how to implement the influences that accelerate student learning, such as the Jigsaw method, and meta-cognitive strategies to help in students' and teacher' self-efficacy. Service reports written for a contractual day's work will also include Hattie's Influences with the effect sizes to further emphasize the research-based focus of Kids First coaching. For more information, watch:



The Science of Reading: While "the science of reading" has become more popular in recent years, the research behind it has been around for decades. Multiple studies have provided evidence that students who leave grade 3 having transitioned from learning to read to reading to learn have a higher success rate of graduating high school and entering some type of post-secondary education. Kids First High-Impact Coaches embed the Science of Reading research into professional learning experiences, side-by-side teacher coaching, planning and preparing meetings, and analysis of multiple forms of assessments. By integrating research behind The Simple View of Reading and Scarborough's Reading Rope, our coaches build capacity in teachers and their leaders to consistently identify areas where literacy can be strengthened and how to deliver instruction using Structured Literacy to ensure that ALL learners can grow.

The Adolescent Brain and Brain Research: Adolescence is a challenging time both personally and academically. With the growing popularity of social media and video games, these challenges have risen exponentially. Many of our professional learning sessions begin by using the behavioral research of Simon Sinek to understand the need of knowing the "why" of education. Works of Eric Jensen, William Glasser and other educational researchers provide the connection of biology, psychology, and social variables to the educational challenges in today's world for adolescents and their teachers. John Hattie and Robert Marzano's research is then used to provide educators with strategies to engage adolescents and improve learning outcomes.

Professional Learning/Development: Our professional development sessions are hands-on, engaging "work" sessions wherein the participants not only receive information but then immediately collaborate with each other and/or work independently to engage in the cognitive process to implement for specific classrooms and students. Whole group, small group, and one-on-one collaborative sharing during sessions is a formative assessment strategy our High-Impact Professional Learning Facilitators and Instructional Coaches use to provide immediate, actionable feedback to participants to clarify any misunderstandings, close any skill deficits, and increase participant self-efficacy with the topic/subject prior to implementing in the district and/or school building.

Our training and coaching occur through multiple avenues, including high-impact, engaging professional learning sessions with multiple participants around a shared, research-based topic/area; facilitation of Professional Learning Communities for deepening content expertise and analyzing data to drive instruction; and in-classroom modeling and co-teaching experiences with a reflective, transformative debriefing immediately following. In collaboration with district and school level leadership, our coaches help determine the professional learning experiences needed to ensure a successful partnership. This ensures an increase in teacher and leader efficacy that leads to ALL KIDS growing and learning. Within these collaborations, our coaches stress four prerequisites for effective professional learning (adapted from Learning Forward) to help shape the conditions for the professional learning to be effectively successful: 1) All participants are committed to ALL students, laying the foundation for professional learning to be effective; 2) Each participant comes to each PL experience ready to increase self-efficacy and learn; 3) All participants know and believe they have something to contribute to the PL experience that will enhance individual and collective performance; and 4) All participants learn in different ways; therefore, PL facilitators and participants will engage in a variety of learning experiences.

TAB V – EXPERIENCE AND REFERENCES

ABOUT KIDS FIRST

Mr. Chuck Poer and Mrs. Cellie Scoggin co-founded Kids First Education on May 1st, 2020. They have taken their innovative ideas and talents to exciting new levels with the formation of Kids First Education, LLC. Free of autocracy and fueled by collaboration, the company is led exclusively by educators for educators and focused on placing Kids First.

Chuck and Cellie are joined by a team of coaches and specialists who have successfully worked with them for over a decade. This stellar team is passionate and committed to making a difference for kids. Kids First was founded out of a sincere desire to improve teaching and learning. The company's low overhead and research-based efficiency ensures high quality teaching and learning solutions with competitive pricing. While Kids First Education, LLC is domiciled at 510 Springhill Road, Laurel, MS, 39443, we have full-time head coaches located in each of our southeastern states providing state-specific support to our partners.

OUR CO-FOUNDERS

Mr. Chuck Poer has gained national recognition for his work as an instructional leader in data analysis, data-driven decision making, and school improvement. Chuck has over 30 years of experience in education and was named Mississippi's Administrator of the Year in 2007 by the Mississippi Department of Education. He successfully led Bailey Education Group, LLC from 2008 through 2019, leading the company to prominence as Mississippi's premier service provider during his leadership. In addition to Chuck's current role with Kids First Education, he is the author of his motivational book *Heart to Heart.*

Mrs. Cellie Scoggin brings more than 25 years of experience in education including twelve years of experience in school improvement. She is a former elementary and middle school teacher and elementary principal. Cellie led the teacher, leadership, English learner, and special education coaches with Bailey Education Group from 2009 through 2019. She leads the Kids First Education, LLC Head Coaches and Content Support Leaders working in Mississippi, Alabama, and Tennessee districts to ensure the Kids First Education, LLC services impact teaching and learning.

Jennifer K. Weeks, *Vice-President of Educational Services*
Jennifer Weeks is a lifelong educator committed to serving students and teachers. She has previously served Kids First Education as a head coach and Integrated Support Team Manager. Jennifer is an instructional leader with knowledge and experience in various areas. She is a former teacher, psychometrist, and district administrator who has served districts in numerous leadership roles, including Assistant Superintendent of Academic Education, Director of Accountability and Research, and Director of Special Education.

Kristie Ezzell, *Vice-President of Sales and Marketing*
Kristie Ezzell has a lifelong passion for serving children. She has served Kids First Education as a head coach and, most recently, as the Alabama Director of Sales and Marketing. Kristie is an accomplished leader with knowledge and experience in various instructional models. As the principal of a school with a high EL population, she led her school to become a CLAS School of Distinction, one of eight CLAS Banner Schools, and one of 12 Alabama Reading Initiative "Spotlight Schools" for the Science of Reading.

Renee Carter, *Executive Director of Educational Services, Alabama Division*
Renee Carter has over three decades of dedicated service in education and a wealth of practical experience. Her professional journey includes foundational roles as a classroom teacher and an ARI Reading Specialist, providing her with invaluable insights into student learning and literacy development. Building on this, she advanced through progressively responsible leadership positions. Notably, Renee served as a K-12 administrator, Special Educator Coordinator, Dean of Academics, and ultimately Assistant Superintendent for the Baldwin County Public School System (BCPSS), Alabama's third-largest school system. This high-level role gave her a comprehensive understanding of systemic educational operations and improvement strategies within a large, diverse district.

A significant focus throughout Renee's career has been empowering fellow educators. For over 30 years, she has been a driving force in designing and delivering impactful professional development and growth opportunities for leaders, teachers, and support staff, contributing to enhanced educator effectiveness.

Kat Bir, *Executive Director of Educational Services, Arkansas Division*
For the past 18 years, Kat Bir has devoted her time and energy to ensuring the success of every student and teacher she works with. Mrs. Bir has an energetic, fun-loving approach to serving the educational needs of all children. Her enthusiasm and determination aid in helping teachers find inventive ways to help their students feel successful. She has experience optimizing classroom instruction, successfully implementing school-wide programs and initiatives, supporting teachers, leading staff professional development, and promoting a safe learning environment. Throughout her educational career, Mrs. Bir has worked as a Classroom Teacher, Math Curriculum Team Lead, Instructional Facilitator, and Administrator. Each of these positions has played an integral part in her understanding of the learning process. Mrs. Bir has a proven record of exceeding expectations through high-quality instruction, best practices, and

communication. She has a firm commitment to data-driven, student-centered learning for all students. Mrs. Bir is highly respected by those she has worked with due to her empathy and deep understanding of all aspects of elementary education. Her dedication is unparalleled, as she genuinely prioritizes students, putting Kids First always. While working for Kids First, Mrs. Bir has served as Head Coach for multiple districts and cooperatives across the state of Arkansas. She now manages the Arkansas Division as Executive Director.

Shawnese Herrington, Ph.D., *Southeast Regional Executive Director of Educational Services*
Dr. Shawnese Herrington has been an educator for over a decade. Her expertise lies in sharing successful teaching strategies and analyzing data to implement quality lessons that are aligned with Mississippi College and Career Readiness Standards. Dr. Herrington offers teachers and students extensive support through co-teaching, modeling, and feedback in both virtual and traditional classroom settings. She is efficient with utilizing various learning management systems and is knowledgeable of web-based sites and tools that promote student engagement, critical thinking, and interactive learning. Dr. Herrington's data driven results and strong knowledge of English Language Arts have afforded her opportunities to present at conferences on the local, state, and regional levels. She has researched and published work on culturally relevant pedagogy to improve minority adolescent literacy achievement in Mississippi Schools. While working with Kids First, Dr. Herrington has served as an ELA Content Team Lead, Head Coach for multiple large districts in Mississippi, and an instructional coach, and now manages the Mississippi Division as Executive Director.

Marvin W. Lishman, Ph.D., *Executive Director of Educational Services, Independent Schools*
Dr. Marvin Lishman is the Executive Director for Educational Services for Independent Schools and is responsible for communicating all products and services Kids First, LLC offers to independent schools and their staff. Dr. Lishman has spent his entire career, 48 years, in independent school education, with the last 41 years as head of school. Additionally, he has served as an adjunct instructor for both Delta State University and Mississippi College, teaching educational leadership classes. Dr. Lishman received his Ph.D. from the University of Mississippi in 1989.

Kids First Education, LLC is committed to placing Kids First and to providing the highest quality of teaching and learning solutions in the industry. Our team consists of over 40 employees and over 350 education consultants who are committed to 100% client satisfaction. To learn more about the Kids First Team, **click here** or access the QR code below.

Arkansas Division

Director of Educational Services:
Kat Bir

Head Coaches:
Becca Chism
LeDonnis Norwood

Sales Associates:
Jamie Rowland
Rikki Taylor

Georgia Division

Head Coach & Sales Associate
Lenora Patterson

Louisiana Division

Head Coach & Sales Associate:
Carl Michael Day

Alabama Division

Director of Educational Services:
Reeda Betts

Director of Sales:
Shannon Uptain

Head Coaches:
Jamie Burton | Karen Carr
Renee Carter | Lisa Comer
Lynn Faulk | Donna Harper
Mark Head | Aaron Hightower
Cindy Klages | Michele Lee
Michele Parker
Shondra Whitaker

Mississippi Division
Educational Services

Director of Educational Services:
Shawnese Herrington

Regional Educational Support Coordinators:
Cynthia Gabbert
Rachel Wooten

Owners:
Chuck Poer & Cellie Scoggin

Vice President of Educational Services:
Jennifer Weeks

Vice President of Sales and Marketing:
Kristie Ezzell

Over 400 Independent Coaches

Tennessee Division

Chief Academic Officer:
Carol Smith

Director of Sales:
Norma Gerrell
Jamie Rowland, Associate

Head Coaches:
Riki Jackson
Corey Kelly
Andi Terry

Mississippi Division
Sales

Director of Sales:
Sue Anne Boatman

Area Sales Coordinators:
Stephanie Allen
Katy Boyd
Mary Ruth Wright

Mississippi Division
Head Coaches

Penny Allen | Stephanie Allen
Katy Boyd | Natalie Breithaupt
Stephanie Brewer
Ebonee Brown | Kayla Calcote
Tamara Cerrito
Jessica Flynt | Misty Hanna
Katie McDonald
Gabe McPhearson
Gidget Morton
Shanna Nesser | Amber Palmer
Tobie Pillstrom | Shemeka Ware
Casey Wilberding
Mary Ruth Wright

Major Accounts Manager:
Cassandra Williams

RFP Manager:
Dori Hansen

Sales Coordinator:
Phyllis Hicks

Project Support Specialist:
Kayla Calcote

Content Managers:
Amber Palmer, Math
Michele Parker, ELA

Research, Development, & Publication:
Nicole Cooley, Manager
Kayla Calcote, Associate

Math Content Leads:
Penny Allen
Aaron Hightower
Cindy Klages

ELA Content Leads:
Natalie Breithaupt
Karen Carr
LeDonnis Norwood
Tobie Pillstrom
Shemeka Ware
Shondra Whitaker
Rachel Wooten
Casey Wilberding



Multi-State Division

Owners:
Chuck Poer & Cellie Scoggin

Vice President of Educational Services:
Jennifer Weeks

Vice President of Sales and Marketing:
Kristie Ezzell

Artificial Intelligence Content Lead:
Jamie Burton

College Readiness Content Leads:
Stephanie Brewer
Lynn Faulk
Riki Jackson

Leadership Content Leads:
Jamie Burton
Mark Head
Corey Kelly

Science Content Leads:
Lynn Faulk
Shanna Nesser

Social Studies Content Leads:
Jessica Flynt
Shondra Whitaker

Special Education Content Leads:
Donna Harper
Mary Ruth Wright

English Learner Content Leads:
Cynthia Gabbert
Michele Lee

Kids First Education, LLC

Founded out of a sincere desire to improve teaching and learning by placing KIDS First

Committed to providing the highest quality teaching and learning solutions

P.O. Box 6512
Laurel, MS 39441

info@kidsfirst.llc

601.765.KIDS

Education

ALL Kids First Coaches have earned, at a minimum, a bachelor's degree. Many of our coaches hold advanced degrees demonstrating successful completion of Masters, Specialist, and/or Doctorate level programs.

License

ALL Kids First Coaches are former educators who met all requirements for educator licensure.

Additional Certifications

Kids First is a certified PLPG provider in the area of High-Quality Professional Learning around HQIM.

Many Kids First coaches hold certifications such as AIM Pathways, LETRS, ACT® Certified Educator, and Microsoft Innovative Educator.

Educator Areas of Experience

Kids First Coaches' Experiences include but are not limited to:

General Education Teacher (PreK – 12)

Special Education Teacher (PreK – 12)

Advanced Placement and Dual Enrollment Teacher

Highly Qualified Teacher/Coach (ELA, Math, Science, History, College and Career Readiness, English Learner, Behavior, Social-Emotional, etc.)

Lead Teacher and/or Department Head

Administrator (district- and school-level)

Interventionist

Instructional Coach

Psychometrist

Dyslexia Therapist

Kids First Roles

Kids First Role	Grade Levels and Content/Specialty Area	Scope of Role
Vice-President	All / All	Oversees and ensures all work aligns with and meets goals
Director	All / All	Coordinates projects and collaborates with district partners and instructional coaches to set and monitor goals, timelines, and scope of work
Head Coach/Project Coordinator	District-wide, PreK-12	Monitors progress and communicates with district administrators and coaches
Instructional Coach	PreK-12, content and area align with coach experience and certification area	Conducts classroom modeling, co-teaching, and professional development, data analysis, and debriefing
Leadership Coach	District-wide, PreK-12	Targets roles and specific responsibilities of administrators and instructional coaches
Specialized Consultants	Special Education (including psychometric services), English Learners, ACT, Career Technical Education, Data Support, Engagement Solutions, Counselors, Federal Programs	Supports and targets specific responsibilities of each role

PRIMARY CONTACT FOR OUR KNOX COUNTY SCHOOLS PARTNERSHIP

Shawnese Herrington, Ph.D. will serve as the primary contact for our partnership with Knox County Schools. In her role as Southeast Regional Executive Director of Educational Services, she will work collaboratively with an assigned head coach to make additional coach selections. All selected coaches will be carefully selected based on their areas of expertise and experience. Dr. Herrington's bio and resume can be found below.

SHAWNESE HERRINGTON, PH.D. KIDS First Education, LLC	Dr. Shawnese Herrington has been an educator for over a decade. Her expertise lies in sharing successful teaching strategies and analyzing data to implement quality lessons that are aligned to College and Career Readiness Standards. Dr. Herrington's data driven results and strong knowledge of English Language Arts have afforded her opportunities to present at conferences on the local, state, and regional levels. She has researched and published work on culturally relevant pedagogy to improve minority adolescent literacy achievement in Mississippi Schools. Dr. Herrington has served in many roles since joining Kids First in 2021. Her previous roles include Head Coach, Content Lead, and Executive Director of Educational Services for our Mississippi Division. She currently serves as the Southeast Regional Executive Director of Educational Services.

SHAWNESE HERRINGTON, PH.D.

KIDS FIRST EDUCATION, LLC

shawneseherrington@kidsfirst.llc
Southeast Regional Executive Director of Educational Services
Madison, MS

EXPERIENCE

KIDS FIRST EDUCATION / HEAD COACH, SOUTHEAST REGIONAL EXECUTIVE DIRECTOR OF EDUCATIONAL SERVICES

January 2021-current

- Meet with districts and schools to discuss scope of work after projects are awarded
- Approve and support head coaches in developing work plans and schedules
- Conduct weekly check-ins with head coaches and communicate project needs
- Monitor coaches' dates scheduled and worked in the Kids First Management System
- Assign head coaches to projects based on needs and projections
- Determine specific responsibilities for Head Coaches and Project Coordinator(s) as needed on projects
- Communicate with district/school contacts frequently about updates, needs, potential partnerships
- Resolve any district and/or coach issues
- Obtain schools' data and distribute to head coaches
- Determine which Kids First resources to share with districts
- Secure requests for proposals and enter in Kids First Management System
- Monitor projects progress and make any necessary head coaching adjustments if needed
- Manage head coach calendars weekly to assist with balancing billables, project management, marketing visits, and content/people development
- Meet frequently with vice presidents and other state directors for collaborating on team needs, plans, and states' alignment
- Check, approve, and send service reports to district partners
- Direct project state development needs
- Attend state level conferences for marketing, networking, and/or presenting Kids First services and products

BAILEY EDUCATION GROUP / ELA INSTRUCTIONAL COACH

JANUARY 2017 – AUGUST 2020

- Train teachers and advise administrators on ways to improve students' learning in both virtual and traditional classroom settings
- Model instructional strategies and best practices across various grade levels and content areas
- Train teachers on using various learning management systems (LMS) to facilitate asynchronous and synchronous instruction

	• Recommend strategies and resources to improve learning environment for all students • Support academic achievement through teacher observations, provide data analysis, lead professional development on research-based teaching practices • Provide teacher support through modeling lessons and tutoring students • Implement strategies to support cultural relevance **HATTIESBURG PUBLIC SCHOOLS / ACADEMIC COACH, ENGLISH TEACHER** AUGUST 2013 – MAY 2017, HATTIESBURG, MS • Model, monitor, and mentor teachers to assist them with improving their classroom delivery and instruction • Observe and support classroom teachers and provide feedback • Lead and participate as an active participant in the Professional Learning Communities • Plan with the school's leadership team to implement professional development based on the schools' needs • Differentiate instruction to meet all students' learning needs • Progress monitor Tier II students using Classworks computer-based program • Tutor Tier III students for additional literacy instruction support • Data Analyst for SOARS **JEFFERSON COUNTY SCHOOL DISTRICT / DATA COACH, LANGUAGE ARTS TEACHER** AUGUST 2010 – MAY 2013, FAYETTE, MS • Create engaging, standards aligned lessons • Serve as grade level advisor for current content area curriculum and create unit plans. • Participate in professional development and facilitate professional learning communities. • Review current and future resources and program initiatives. • Review and analyze Benchmark and Performance-Based Assessment to reteach and monitor students' progress. • Collaborate with grade and subject area teams to design performance-based lessons.
EDUCATION	**University of Southern Mississippi** Doctor of Philosophy, Educational Administration **Alcorn State University** Masters of Secondary English Education **Alcorn State University** Bachelor of Arts, English Education

REFERENCES – ATTACHMENT A

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: Kids First Education

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: DeSoto County Schools
Contact Person: Cory Uselton, Superintendent Phone Number: 662-429-5271
Email Address: cory.uselton@dcsms.org Fax Number:
Nature of Contract: Teacher, Student, and Instructional Coach Support
Services Provided: Job-Embedded Coaching, Professional Learning, High-Dose Tutorials
Dollar amount: $ 3,648,162.00 (over life of contract)
Contract start date: August 1, 2020 Contract end date: On-going

Name of Firm: Sunflower Consolidated School District
Contact Person: Dylan Jones, Fed. Prog. Dir. Phone Number: 662-207-4700
Email Address: djones@sunflowerk12.org Fax Number:
Nature of Contract: Leadership, Teacher, and Student Support
Services Provided: Coaching with Leaders and Teachers, Professional Learning, High-Dose Tutorials
Dollar amount: $ 2,113,200.00 (over life of contract)
Contract start date: August 1, 2020 Contract end date: On-going

Name of Firm: Tuscaloosa City School District
Contact Person: Terri North-Byrts, Dir. of PD Phone Number: 205-759-3700
Email Address: tbyrts@tusc.k12.al.us Fax Number:
Nature of Contract: Teacher, Student, and ACT Support
Services Provided: Teacher Effectiveness and Coaching, WIN Workshops, ACT training and workshops
Dollar amount: $ 4,491,100 (over life of contract)
Contract start date: August 1, 2022 Contract end date: On-going

ATTACHMENT E – COST SHEET

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: Kids First Education

Surveys	$0 per school	Notes: Cost Included with on-site coaching
Assessments	$0 per school	Notes: Cost Included with on-site coaching
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$1,475 per coach per six-hour day	
Virtual Coaching for Small Groups of five (5) or Individuals	$246 per coach per hour	
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$1,475 per coach per six-hour day	
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$2,950 per coach per two (2)-six (6) hour days	
School Visits (Inclusive of all Travel Costs for Consultant)	$1,475 per coach per school	
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$750 per coach per three-hour day	
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$1,475 per coach two (2)-three (3) hour days	
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	Included with PD: $0 per unit price _____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price Notes: All Professional Development workshop resource and material costs are included in the per coach per day prices listed above.	
Registration Fees (Conference/Workshop)	$0 per participant	
Other Expenses:		

DELIVERY: All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

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DEBARMENT STATUS

Kids First Education's DUNS number is 117514649.

UNIQUE ENTITY ID

Unique Entity ID: YTZCKBYE87Q6

CONSULTANT COST

Kids First Education, LLC will provide services at a daily rate of $1,475 per day per consultant. This rate includes all expenses and travel costs. Materials and instructional deliverables provided to the district during the project's duration will be made available to the district via electronic copies.

SESSION CAPACITY

Kids First Professional Learning Session Capacity

Session Capacity	Number of Consultants
Up to 50	1
51 - 100	2
101 - 175	3

Description of Services	Daily Rate
A Professional Development Services partnership between Knox County Schools and Kids First Education will provide the district with training, standards- and curriculum-based professional learning and instructional coaching, job-embedded coaching/modeling, and other district specified supports.	$1,475.00 per day per consultant This rate includes all expenses and travel costs. The district will receive electronic copies of materials and instructional deliverables.

Proposal for Services Submitted by:
Kids First Education, LLC

Cellie Scoggin

June 2, 2025
Date

Proposal Accepted By:

Knox County Schools

Date

TAB VII – OTHER INFORMATION

SERVICE REPORTS AND COMMUNICATION

Kids First Education will:

- Prepare service reports that reflect daily services outlining actions taken and recommendations to be submitted to district and school teams,
- Meet with the district leadership to review the progress of the project,
- Deliver service reports every week, and
- Contact the district leadership in the event of an interruption of traditional school to ensure services are continued.

SERVICE CONTINUITY PLAN

The challenge of providing high-quality professional services during interruptions to traditional school has prompted a need for change in how Kids First Education works with schools. In the event of a disruption to the school schedule, we are prepared to provide training, modeling, co-teaching, consultation, and technical assistance in various modalities. The safety and well-being of students and school/district staff will always be our top priority.

For on-campus services, Kids First coaches and representatives will follow school/district protocols during interruptions to the traditional school schedule while supporting the established instructional continuity plan. To ensure strict adherence to established norms, Kids First Leadership will ensure all representatives:

- Follow school/district protocols for social distancing.
- Follow school/district instructional continuity plans.

Kids First anticipates there may be interruptions to the traditional school day due to various reasons. In this scenario, Kids First coaches will:

- Coach/Train teachers on-campus or virtually while always following district guidelines and school/district protocols.
- Certify that all coaches have been trained and have hands-on experience with the school/district's instructional management system and any learning applications included in the continuity plan for virtual learning and professional development.

PROPRIETARY STATEMENT

The submitted proposal contains trade secrets and/or other proprietary data that Kids First Education, LLC wishes to keep confidential.

CONFIDENTIALITY

Kids First Education shall agree to ensure the confidentiality of any records obtained from any district or school, as required by state and federal laws regarding privacy. No information, documents, or other material provided to or prepared by Kids First Education, deemed confidential by Hale County School District according to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the Hale County School District. Any liability resulting from the wrongful disclosure of confidential information on the part of Kids First Education shall rest with Kids First Education.

SUSTAINABILITY

Kids First prides itself on creating sustainable instructional processes for administrator and teacher professional development and coaching. Because these processes are continuously implemented within a research-based coaching cycle, instructional leaders and teachers can continue using them even after completing services. All presentations, activities, and materials used in professional learning and coaching sessions will be shared with the district/school to encourage continuous refreshing and replication.

PROFESSIONAL ETHICS

Kids First Education ensures that consultants/trainers/presenters/speakers are fit to work with teachers, staff, students, and parents and agree to perform the Specified Services herein described above in a proper, workmanlike, and dignified manner; warrants that he/she can and will perform such Specified Services in a manner acceptable to Hale County School District; and agrees to make all additions, deletions and/or changes that may be required by Hale County School District, as condition precedent to the acceptance of such Specified Services. Kids First Education agrees that, at all times, the employees of Kids First furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, dignified manner in alignment with the Hale County School District Code of Conduct. All consultants working through this bid are expected to conduct themselves professionally.

Kids First Education will:

- Ensure all trainers and coaches have professional credentials to work with administrators, instructional leaders, and teachers.
- Ensure all consultants/trainers/presenters/speakers are expected to follow the District's Code of Ethics as it applies to their role.
- Ensure that any consultant performing services specified in this partnership agreement does so in a professional manner.
- Ensure all consultants have completed a criminal background check and a child abuse registry check.
- Ensure consultants do not use coarse language, wear inappropriate attire, or express personal political or religious beliefs.

ADDITIONAL REFERENCES

Arch Ford Education Service Cooperative, Arkansas
Julie Workman
817-694-6475
julie.workman@archford.org
Kids First provides professional development and side-by-side coaching this school year to leaders and teachers for content areas and the launching/re-launching of their HQIM, accelerating learning, and standards-based teaching.

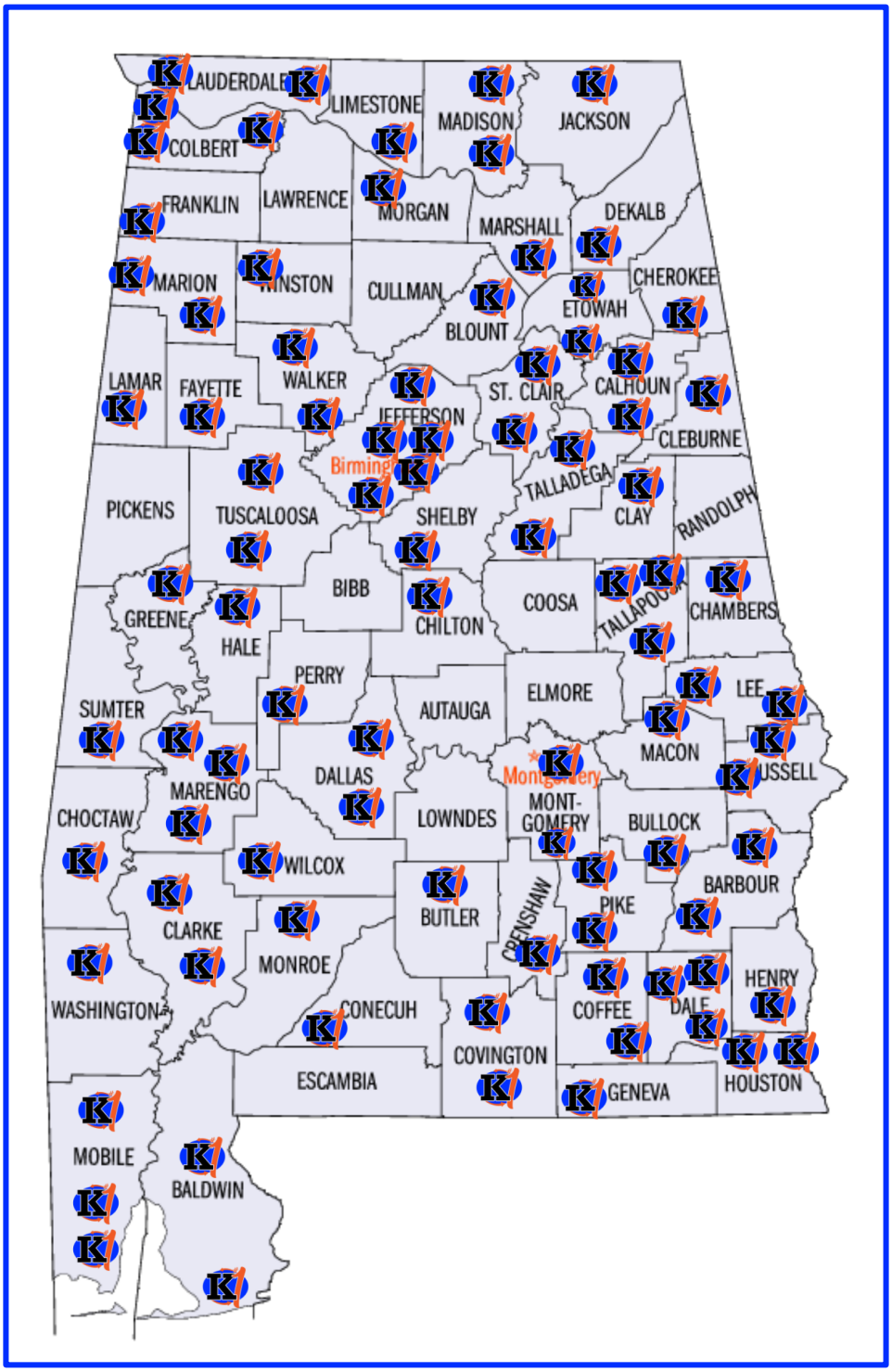
Arkansas River Education Service Cooperative, Arkansas
Michael D. Walker
870-730-2927
walkerm@aresc.k12.ar.us
Kids First provides professional development and side-by-side coaching this school year to leaders and teachers for content areas and the launching/re-launching of their HQIM, accelerating learning, and standards-based teaching.

Hardin County Schools, Tennessee
Greg Wyatt
731-607-0903
greg.wyatt@hctnschools.com
Kids First provided professional development and side-by-side coaching to leaders and teachers in data-to-instruction at Northside Elementary School in the spring of 2024.

Dayton City Schools, Tennessee
Trish Newsom
423-774-2251
newsomtr@daytoncity.net
Kids First provides professional development and side-by-side coaching this school year to leaders in Dayton City Schools. This model is hybrid with both virtual and in-person delivery utilized each month. Topics include creating a culture of learning, instructional and managerial leadership strategies, and building leadership capacity in administrators and school leaders

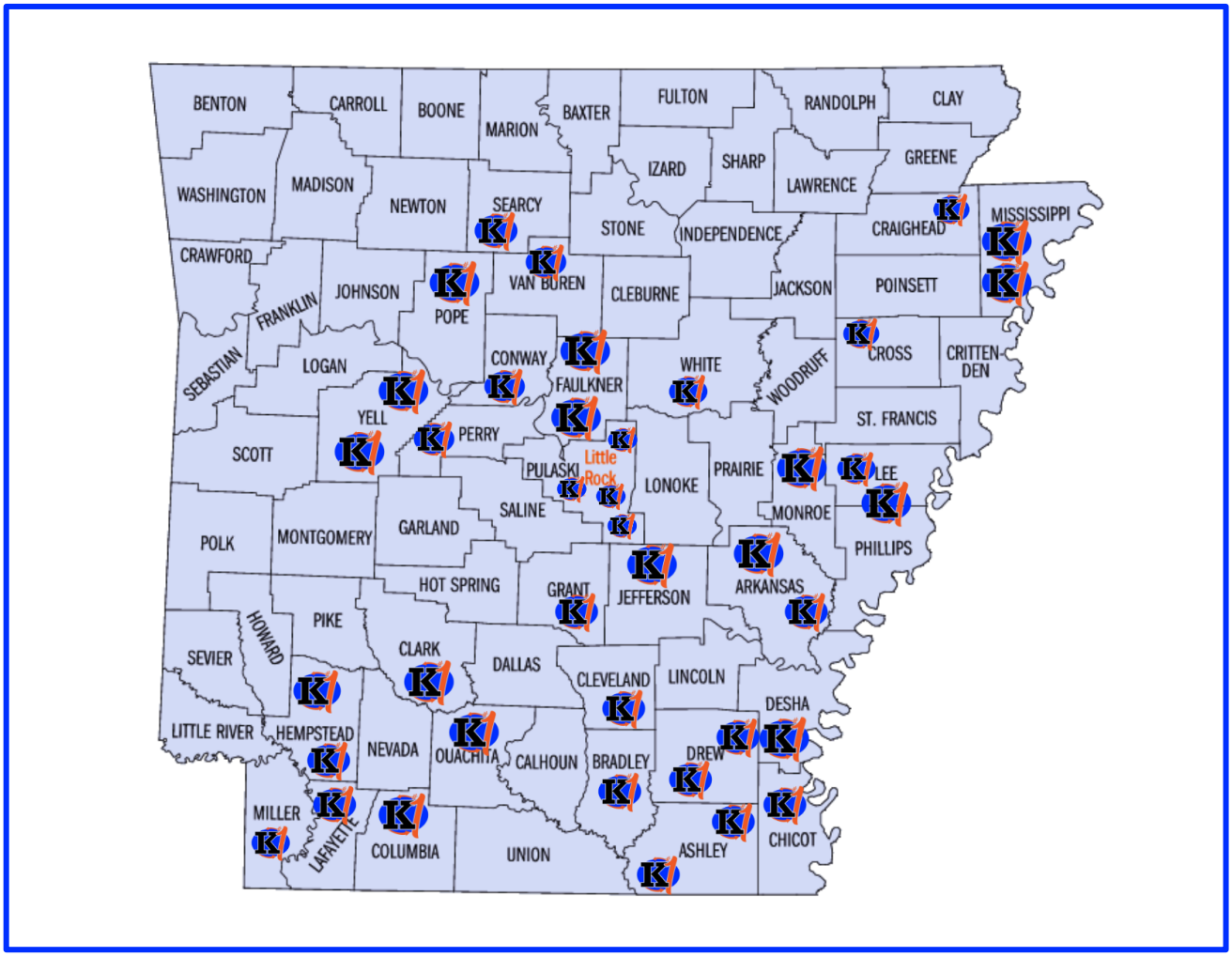
OUR PARTNERS AND KIDS FIRST SCOPE OF WORK

ALABAMA



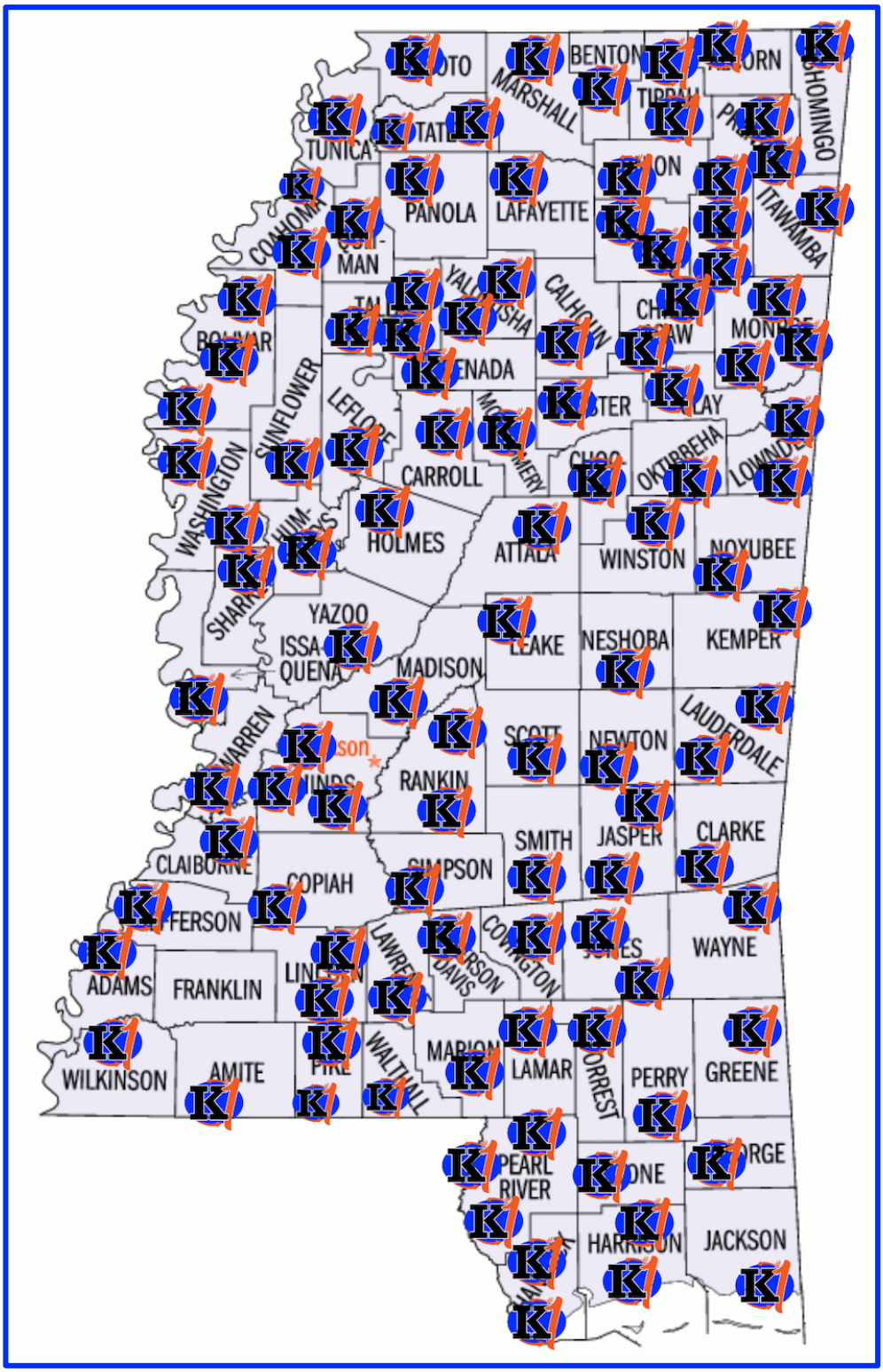
Click on the QR Code for a comprehensive listing of District Partners and Kids First Scope of Work.

ARKANSAS



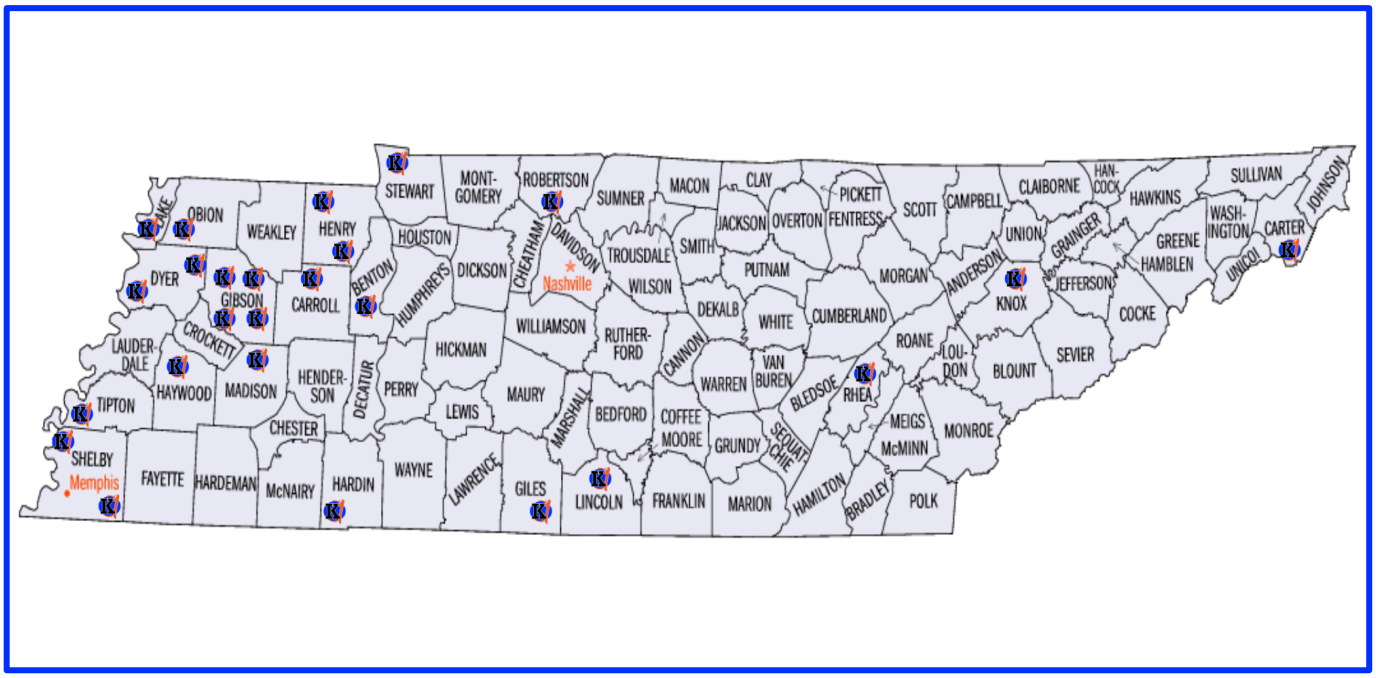
Click on the QR Code for a comprehensive listing of District Partners and Kids First Scope of Work.

MISSISSIPPI



Click on the QR Code for a comprehensive listing of District Partners and Kids First Scope of Work.

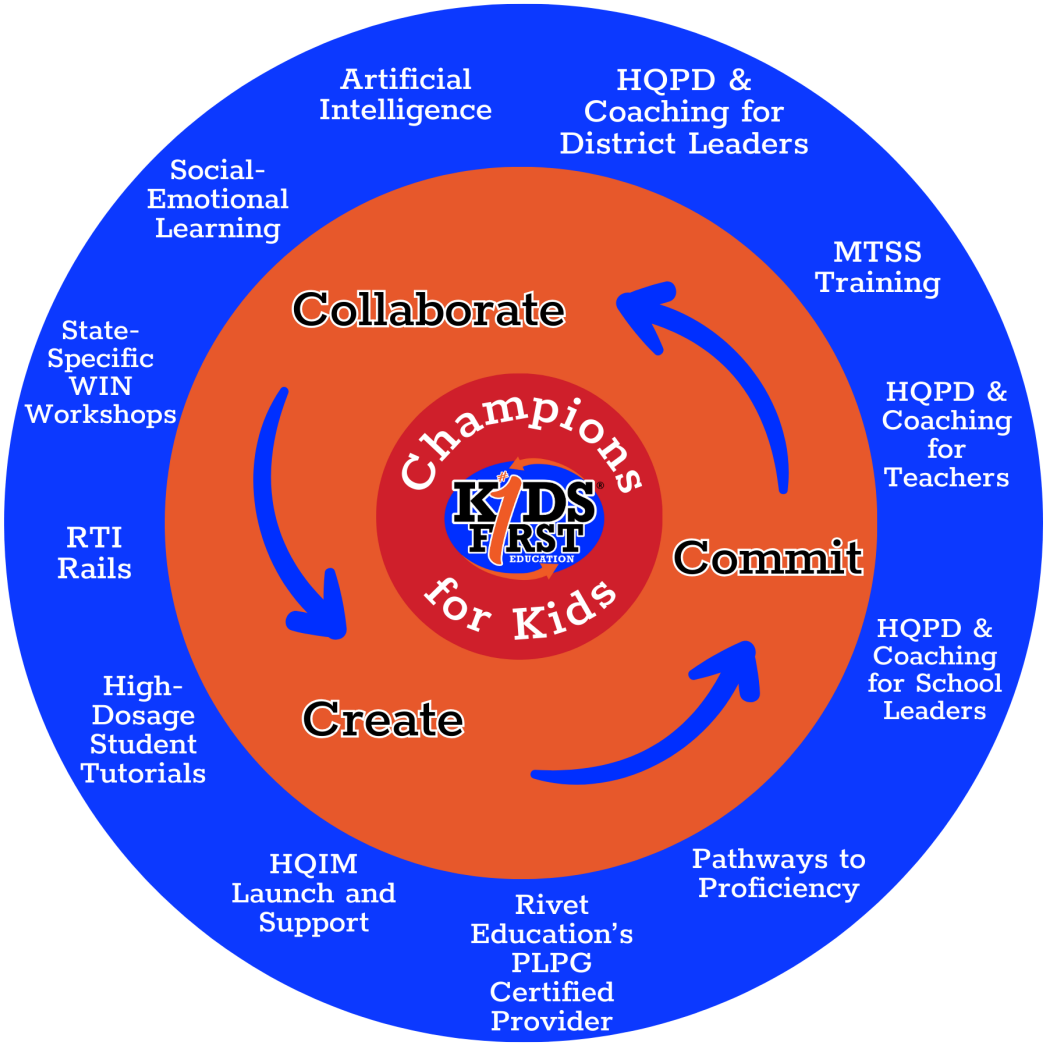
TENNESSEE



Click on the QR Code for a comprehensive listing of District Partners and Kids First Scope of Work.

KIDS FIRST WINNER'S CIRCLE

At the center of our work is our Mission and Vision, which is putting KIDS FIRST in all circumstances. Using our C^3 Success Model, we collaborate to create and commit to the services, tools, and resources we provide to our partnering districts/systems. While those services, tools, and resources may evolve based on the K-12 educational landscape, our Mission, Vision, and Success Model will remain at the center of what we do.



KIDS FIRST TRUST FOUNDATIONS

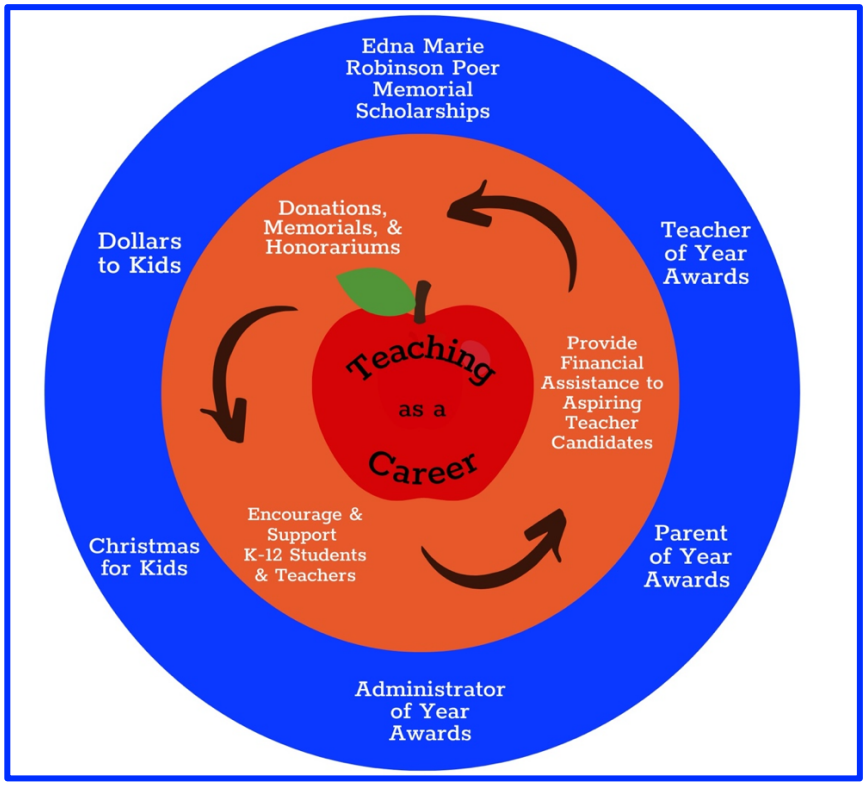
The foundation of our work within our team and with our partnering districts and systems is trust. Without trust, communication falters and vulnerability cannot be expressed freely. Our C^3 Visible Coaching Cycle, Professional Learning sessions, and side-by-side support would not be possible without each stakeholder trusting to work in tandem with the other(s).



KIDS FIRST GIVES BACK-THE KIDS FIRST SCHOLARSHIP FOUNDATION

The Kids First Education Scholarship Foundation is in the business of improving lives in each state we serve. In those states, poverty has eroded the well-being for many, impacting education, health systems, and financial security. At the same time, the teacher shortage continues to exacerbate, with fewer students enrolling in teacher education programs. If not addressed, these conditions will worsen and deny opportunities for a complete and fulfilling life for present and future generations. Education is critical to making a difference in these communities.

The Kids First Education Scholarship Foundation was established to generate funding and resources to help address the teacher shortages in the states we serve. Our approach is straightforward and long term: 1) encourage K-12 students to consider teaching as a career, 2) provide financial assistance to aspiring teachers enrolled in K-12 teacher education programs, and 3) serve as a mentor to Kids First teacher candidates on their journey to a degree and licensure. To learn more about Kids First Giving Back from Regina Ginn, Executive Director of the Kids First Foundation, view **this short video** or click the QR code below.



TAB VIII - EXCEPTIONS

Kids First Education acknowledges and accepts all parts of this Request for Proposal with no exceptions.



Cellie Scoggin

June 2, 2025
Date

ATTACHMENT B - INSURANCE CHECKLIST

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3667

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
		X ANY AUTO- SYMBOL (1)	BODY INJURY (Per--Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

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20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

23. **Certificate of Insurance shall show the RFP number and title.**

24. **Other insurance required _____.**

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: Southgroup Ins & Fin Svcs LLC/PHS **Authorizing Signature:** Susan L. Castaneda

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: Kids First Education **Authorizing Signature:** Cellie Scoggin

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SOUTHGROUP INS & FINL SVCS LLC/PHS 43236377 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Kids First Education LLC 1229 SPRINGHILL RD LAUREL MS 39443-0796	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A : Hartford Underwriters Insurance Company — 30104 INSURER B : Hartford Fire and Its P&C Affiliates — 00914 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			43 SBA AT1MD4	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		43 WEC AT1TXZ	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes 1229 SPRINGHILL RD LAUREL MS 39443-0796	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Susan L. Castaneda

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ATTACHMENT C – CRIMINAL HISTORY CHECK

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Cellie Scoggin, President or other Principal

Officer of Kids First Education, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

Cellie D. Scoggin
President or Principal Officer

For: Kids First Education
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Cellie Scoggin,

President or Principal Officer of Kids First Bank,

On this 10th day of June 2025.

Madison Suggs
Notary Public

My Commission expires: July 8, 2025

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 291840
MADISON SUGGS
Commission Expires
July 8, 2025
JONES COUNTY

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ATTACHMENT D – IRAN DIVESTMENT ACT

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: Co-Founder, Kids First Education Date: 6/10/2025

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: Co-Founder, Kids First Education Date: 6/10/2025

18

Knox County Government

and

Marzano Research

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and Marzano Research, hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government (Request for Proposals #3667) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Vendor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposals #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County. Per Request for Proposals #3667, a minimum of thirty (30) days is required for processing of payment.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting pursuant to Request for Proposals #3667.

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide the Evidence-Based Instruction Strategies Consulting detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Evidence-Based Instruction Strategies Consulting for the County in accordance with Request for Proposals #3667.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3667 and Addendum I
B. Contractor's Response to Request for Proposals #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date: _____

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Marzano Research

by: _____

Name: _____

Title: _____

Date : _____

Contract #: 25-516(c)
Approved as to Legal Form:

_____
Knox County Law Director's Office

7/24/2025
_____**Date**

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Evidence-Based Instruction Strategies Consulting** as specified herein. Proposals must be received by **2:00 p.m.** on **June 13, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3667
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to rachel.cabrera@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please file a report online by accessing http://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. **Proposers must submit with their written response an exact electronic version of their proposal in a single PDF file on a flash drive format.**

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper;
1.20.2 Not include pages of unnecessary advertising;
1.20.3 Be made on both sides of each sheet of paper.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **May 27, 2025 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents,

or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this Request for Proposal response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Iran Divestment Act/No Boycott of Israel Affidavit.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex **or** national origin any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its

respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County. In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this document is to set forth and convey to prospective proposers the general requirements for vendors to provide Knox County Schools with Evidence-Based Instruction Strategies Consulting as desired by Knox County. Award will be based on Best Value. Best value means more than low cost. It includes cost, technical service quality, experience, qualifications and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AWARD LENGTH:** The pricing for this Contract must remain firm for thirty-six (36) months. However, due to the funding source Knox County does not allow automatic renewals, this Contract will need to be extended annually to continue services. Knox County will draft the Extension of Contract and send it to the vendor approximately ninety (90) days before expiration. The agreement may be renewed for four (4) one-year periods upon mutual consent, for a possible total of five (5) years. Following the initial thirty-six (36) months, the Contractor may request a change in price.

3.5 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.6 **COMMUNICATION:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.8 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event on or both contacts leave the Knox County account, the

vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.9 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the vendor(s). Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. A sample contract is under Exhibit B for review. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.10 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.10.1 Provide competent supervision;
3.10.2 Provide competent personnel;
3.10.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

3.12 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

As per Section 1.5, Knox County will determine the award structure that is in its best interest.

Methodology	30 Points
Delivery of Service	30 Points
Experience & References	20 Points
Cost	20 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one hundred (100) points, based on the Evaluation Criteria, per submission.

3.13 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the Request for Proposal process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.14 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VIII of the submittal. **Do not strike through or in any other way alter the Request for Proposal. Exceptions listed within other sections of the submittal shall not be reviewed or considered.**

3.15 **GRANT FUNDING:** The products or services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.16 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.17 **IDENTIFICATION:** Employees of the Contractor shall have proper photo identification displayed at all times while on property belonging to Knox County.

3.18 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.20.1 The invoice must show the amount due to the Contractor by Knox County;
3.20.2 The invoice must show a summary of completed work;
3.20.3 Invoices are to be original and uniquely pre-numbered;
3.20.4 Invoices which do not show this information are subject to rejection.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

3.22 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

3.23 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.23.1 Respondent must address all submittal requirements as defined under Section IV.
3.23.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.23.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.24 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.25 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.26 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.27 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposal.

3.28 **ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.29 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of thirty-six (36) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

3.30 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.31 **PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.32 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal format. As the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.33 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this Request for Proposal. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this Request for Proposal or the Contract.

3.34 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection.

3.35 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.36 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.37 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.38 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **May 27, 2025 at 4:30 p.m. local time**.

3.39 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.40 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

4.1 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations. In addition to Knox County Public Schools, funds are utilized to provide our non-public and the charter schools with resources/services.

4.2 **FACILITIES:** All facilities for the training will be provided by Knox County or Knox County's non-public schools.

4.3 **PARTICIPANTS:** Number of participants may vary. Vendors may work with an entire school staff or smaller school teams, and/or district teams, or any combination thereof. A defined number of trainings or participants is not guaranteed. Participants will be staff members serving students that may fall into historically underserved populations.

4.4 **SCOPE OF WORK:** Knox County Schools is seeking vendors to provide professional consultation to our schools and district to implement evidenced-based, content-specific strategies for instruction while building a coherent

academic and cultural model that is grounded in our district's four priorities: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation.

Through a framework that supports adult learning; while embracing student-centered decision-making, educators will be empowered to collaborate in curriculum-embedded professional learning. Educators will build discernment by measuring their impact on student learning through routine student work analysis. The consultant will work with leaders to support the accurate capture of the state of instruction through participation in classroom walkthroughs and coaching during reflective debriefs. The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district. Educators will also focus on developing or sustaining a culture of learning within the school community to support academic competency and increase student proficiency and growth

4.5 **METHODOLOGY:** Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum and/or resources used in past projects that are similar in scope to the proposed training. This information is to be provided in Section V, Tab III of this Proposal.

4.6 **DELIVERY OF SERVICES:** The successful Proposer **must** offer professional development training designed to achieve the objectives outlined in this Request for Proposal and support increased organizational capacity to sustain the application of learning and implementation of tools and strategies over time. The proposed program must be designed to enhance the skills and/or abilities of employees in evidence-based instructional strategies as related to the classroom and school environment to reduce disparities and enhance student academic performance as detailed in this Request for Proposal.

The professional learning delivery model must authentically engage participants based on the principles of adult learning. Participants will be prepared to effectively implement evidenced-based, curriculum-based professional learning strategies and respond based on content-specific feedback to increase student proficiency. Participants will collaboratively engage in structures to include:

- Surveys for measuring culture;
- Processes for educator collaboration;
- Processes for measuring impact on student learning;
- Processes for building educator discernment regarding evidence-based instructional strategies within high-quality instructional materials utilized by the district; and
- Processes for leader capacity building.

Training provided should support sustained implementation and the professional learning should provide evidence-based instructional strategies with a proven impact on student outcomes.

Proposers must provide comprehensive narrative statements that outline the implementation and management plans that it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described.

Implementation may be requested upon execution of a contract.

4.7 **EXPERIENCE & REFERENCES:** Proposers are to detail their organization's previous experience working with school and district leadership teams to analyze underserved students and to promote high levels of achievement for all learners. For all relevant team members, proposers are to submit education credentials, relevant work experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal. This information is to be submitted in Section V, Tab V of the Proposal.

Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. **Do not list Knox County Government or Knox County Schools as a reference.** References shall be submitted on Attachment A of this Request for Proposal.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.
PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Employer Identification Number (EIN)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Subcontractor(s) (if applicable)
- Acknowledgement of the receipt of any Addendum issued

TAB III **METHODOLOGY (30 POINTS)**

Proposers must demonstrate an understanding of Knox County's needs and fully explain overall approach to meet the County's requirements. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.4 and 4.5. Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum used in past projects that are similar in scope to the proposed training.

TAB IV **DELIVERY OF SERVICES (30 POINTS)**

Proposers must provide and implementation plan and comprehensive narrative statements that outline the management plan it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the County's project schedule. Proposers must thoroughly address each of the requirements outlined in the Delivery of Services portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.6.

TAB V **EXPERIENCE AND REFERENCES (20 POINTS)**

Proposers must thoroughly detail its approach to the Experience and References portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.7.

- References (Attachment A)
- Proposers must state the organization's number of years in business and provide a description of the organization to include office location(s).
- Proposers must describe the organization's experience with similar projects.
- Proposers must provide an organizational chart that illustrates the organization of the project team. The organizational chart must illustrate the lines of authority and designate the individual responsible and accountable for the completion of each component and deliverable of the Request for Proposal. Information about each person listed should include their a) title b) resume, including advanced education credentials, relevant work

experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal c) number of years with the organization and d) description of the type of work the individual will perform

TAB VI **PROPOSED COSTS (20 POINTS)**

Costs proposals must include all direct and indirect costs associated with the performance of the service. Proposed costs should be inclusive of all expenses. Proposer may include the methodology used to determine their proposed cost. Pricing must include all expenses, including transportation and ancillary out-of-pocket charges, if applicable. There will be no reimbursement for any such charges. Please state cost in a "per participant" format, noting any applicable volume discounts.

- Cost Sheet (Attachment E)

NOTE: This tab and Attachment E shall only be included in Section V behind Tab VI. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

TAB VII **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB VIII **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this Request for Proposal in your response.

TAB IX **ATTACHMENTS**

- Insurance Checklist (Attachment B)
- Criminal History Check Affidavit (Attachment C)
- Iran Divestment Act (Attachment D)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3667

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

23. Certificate of Insurance shall show the RFP number and title.

24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: _____

Surveys	$_____ per school Notes:
Assessments	$_____ per school Notes:
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$_____ per six-hour day
Virtual Coaching for Small Groups of five (5) or Individuals	$_____ per hour
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ per six-hour day
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ two (2)-six (6) hour days
School Visits (Inclusive of all Travel Costs for Consultant)	$_____ per school
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$_____ per three-hour day
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$_____ two (2)-three (3) hour days
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	_____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price Notes:
Registration Fees (Conference/Workshop)	$_____ per participant
Other Expenses:	

<u>DELIVERY:</u> All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

Equal Employment Opportunity

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.

Clean Air Act and Federal Water Pollution Control Act
Contractors and subcontractors will 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 will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension
A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying
The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

b. If any funds other than federally 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

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

Preferences for Products Produced or Manufactured in the U.S.
(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “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.

(2) “Manufactured products” means 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.

EXHIBIT B
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government and Knox County Schools (Request for Proposal #3667) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal's specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends upon the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial three (3) year period. However, due to the funding source, the County is required to renew the Contract on a yearly basis as per Paragraph 1 above. At the end of the first three (3) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request a price increase for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposal #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting and Services pursuant to Request for Proposal #3667.

TBA

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Evidence-Based Instruction Strategies Consulting and Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting and Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting and Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Evidence-Based Instruction Strategies Consulting and Services for the County in accordance with Request for Proposal #3667.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

SAMPLE

A. Request for Proposal #3667
B. Contractor's Response to Request for Proposal #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3667
Evidence-Based Instruction Strategies Consulting

Addendum Date: June 2, 2025

Buyer: Rachel Cabrera

Closing Date: June 13, 2025

The following is for clarification:

Question 1: Section 4.1. In reference to, "For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations." Should proposal responses encompass working with educators prek-12, or could proposal responses attend to working with a subset of grade-levels (i.e. Elementary only)? Will proposals be scored more favorably one way or another?

Answer 1: Proposals can attend to working with subsets of grade-levels. No, proposals will not be scored more favorably one way or the other.

Question 2: Section 5. Proposal Format: This section requests submissions in a three-ring binder and also requests two copies, 1 marked "original" and 1 exact copy. Should both "Original" and "Exact Copy" be in the same three-ring binder, or should each be submitted in their own binder?

Answer 2: They should be submitted in their own binder.

Question 3: Section 4.7 states "Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years." However, Attachment A states "Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years." Can you please clarify, do these references need to be related to work completed in the last five years, or work that is currently underway and has been in service for 5+ years? i.e. Could we submit a reference from the last five years of a similar project that had a 3-year duration?

Answer 3: The work could have been completed in the last five years or currently underway. Yes, your company could submit a reference from the last five years of a similar project that had a 3-year duration.

Question 4: Will all 92 schools necessarily receive consulting services, or is the number of schools to be determined?

Answer 4: Per Section 3.35 Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

Question 5: Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers? Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers?

Answer 5: We have 92 schools in KCS. Participants will primarily include executive principals and school-level leadership teams but may include supporting educators. Participant numbers will vary based on the size of the school and the focus of the work.

Question 6: Does the district have instructional coaches, and if so, do you envision the consultants supporting them via a train-

the-trainer model?

Answer 6: KCS has an instructional coach in each elementary school. Some of our middle schools and high schools have instructional coaches. Train-the-trainer model is an option for support.

Question 7: Section 4.4 states, "The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district." Do you have any additional information about the kind of strategic action plans you are looking for here?

Answer 7: Strategic plans should align with the district plan and school plan, but deeply analyze how best to achieve positive outcomes for students based on an understanding of the current state of instruction utilizing district IPGs. The plan should embrace the use of the district-provided HQIM (ELA, MATH, SCIENCE). Strategies outlined in the plan must align not only with research but with evidenced-based practices.

Question 8: How will schools and participants be selected?

Answer 8: School leaders will have autonomy to elect services and design support.

Question 9: Is there a vendor currently providing this scope of work?

Answer 9: Yes, Knox County currently has Contracts with Catapult Learning, LLC, Corwin Press and National Institute for Excellence in Teaching for Evidence-Based Instruction Strategies Consulting.

Question 10: Is a hybrid approach that includes onsite and virtual training acceptable?

Answer 10: Yes

Question 11: Does the district currently leverage an LMS for professional development?

Answer 11: Yes, Canvas.

Question 12: What is the budget for this scope of work?

Answer 12: The budget varies based on school budget and district budget.

Question 13: Tab VI Proposed Costs requests a "per participant" price but Attachment E Cost Sheet specifies a number of participants per service. Please clarify what should be reflected in Attachment E.

Answer 13: Please complete the Attachment E Cost Sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from the cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

End of Addendum I

Note: Addendum must be acknowledged in Section V behind Tab II of the proposal.

Rachel Cabrera

Rachel Cabrera
Senior Buyer, Knox County Procurement

PROPOSAL FOR

Evidence-based Instruction Strategies Consulting

COPY

JUNE 13, 2025

SUBMITTED BY

Jennifer S Norford
Principal and Chief Program Officer

Marzano Research
2501 N Race St. Denver, CO 80205

720.463.3600 x 110
jennifer.norford@marzanoresearch.com

SUBMITTED TO

Rachel Cabrera
Senior Buyer

Knox County Procurement Division
Suite 100
1000 North Central Street

865.215.5751
rachel.cabrera@knoxcounty.org

This offer is firm for a period of 120 days from the proposal closing date.

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Tab I. Cover Letter

June 10, 2025

Rachel Cabrera
Senior Buyer
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, TN 37917

RE: Proposal Number 3667 – Evidence-based Instruction Strategies Consulting

Dear Ms. Cabrera,

On behalf of Marzano Research, I am pleased to submit this proposal in response to the Knox County Request for Proposal (#3667) for the Evidence-based Instruction Strategies Consulting.

We have prepared this proposal in accordance with the instructions to proposers. Our proposal describes our professional development appproach to enhance the skills of educators in understanding and applying evidence-based instructional strategies as related to the classroom and school environment to reduce disparities and enhance student academic performance.

As a principal and authorized representative of BNP Education Partners LLC dba Marzano Research, I authorize the submission of this proposal.

We look forward to the opportunity to partner with Knox County Schools to develop a culture of learning within the school community to support academic competency and increase student proficiency and growth.

Sincerely,

jennifer s norford

Jennifer S Norford
Principal and Chief Program Officer

Tab II. Company Profile

Company Name, Address, Telephone	BNP Education Partners LLC dba Marzano Research 2435 Park Rd, Lake Oswego, OR 97034 720.463.3600
Contact Names and Information	**Proposal Contact and Contract Signatory** Jennifer S Norford Principal and Chief Program Officer jennifer.norford@marzanoresearch.com 720.463.3600 x110 **Business Office Contact** Joy Bell Principal and COO/CFO joy.bell@marzanoreserch.com 720.463.3600 x102
Proposer's Vendor Number as assigned by Knox County	Vendor #: 86391
Employer Identification Number (EIN)	833814149
Knox County Business Tax License for Organization (if applicable)	Not applicable
Knox County Business Tax License(s) for Subcontractor(s) (if applicable)	Not applicable

Acknowledgement of the receipt of any Addendum issued

Marzano Research acknowledges receipt of Addendum I to RFP No. 3667 dated June 2, 2025.

Tab III. Methodology

Knox County Schools is committed to building instructional coherence, developing great educators, ensuring success for every student, and preparing learners for future pathways. To support these goals, Marzano Research proposes a powerful yet practical approach to professional learning and consulting grounded in inquiry-driven improvement.

Our **Teacher as Researcher** professional learning model empowers educators to test, analyze, and refine evidence-based instructional strategies directly within their classrooms.

Teacher as Researcher: Curriculum-Embedded Professional Learning

Knox County Schools (KCS) is seeking a professional learning model that strengthens instructional coherence, builds educator capacity, and supports strategic use of evidence-based strategies within high-quality instructional materials. The Teacher as Researcher model delivers on these needs through clear, replicable cycles of inquiry and reflection embedded directly into classroom practice. This model gives KCS educators more than professional development—it gives them a system for continuous evidence-based instructional improvement.

Teacher as Researcher positions teachers as disciplined inquirers. Through structured **Instructional Improvement Cycles**, teachers implement high-impact strategies aligned to the district's high-quality instructional materials (HQIM), gather real-time student learning data, and evaluate results using accessible quasi-experimental methods. The result is a powerful shift: teachers not only use evidence-based strategies—they generate local evidence of what works best for their students.

The Teacher as Researcher model supports the development of a sustained culture of learning across classrooms, schools, and the district. Teachers are equipped with tools, time, and support to engage in ongoing inquiry, reflection, and collaboration. Leaders gain actionable insights through shared observation protocols and instructional strategy-level effect-size data, enabling them to align feedback, target instructional support, and develop strategic action plans that are responsive to the current state of teaching and learning. Over time, this model builds the habits, language, and structures that anchor professional growth in everyday practice, not isolated events.

The Teacher as Researcher model is grounded in:

- Proven adult learning principles that emphasize relevance, collaboration, and reflection
- A curated strategy bank aligned to ESSA evidence tiers and district HQIM
- Immediate classroom application supported by personalized coaching and user-friendly tools
- Robust, locally-generated data (Instructional Improvement Cycle effect sizes, observations, survey data) to promote insights

In recent implementations, including across South Carolina, Alaska, and Texas, participation in Teacher as Researcher has led to:

- A statistically significant increase in teacher efficacy
- Gains in teachers' capacity to use data and evidence-based strategies
- Strong endorsements from participants who cited deeper collaboration, instructional clarity, and renewed confidence in their practice

This proposal outlines a scalable delivery plan tailored for Knox County Schools, designed to generate early wins while building internal capacity for long-term sustainability. By embedding professional learning into the daily work of teaching, Teacher as Researcher cultivates a culture of curiosity, evidence-based decision-making, and continuous instructional improvement — making student success not just a goal, but a shared, achievable reality.

We look forward to the opportunity to partner with Knox County Schools to elevate educator practice and student outcomes through this innovative, evidence-driven approach.

The Instructional Improvement Cycle

The Teacher as Researcher model is anchored in a four-phase instructional improvement cycle that helps teachers test, analyze, and refine instructional strategies in their own classrooms. Embedded in daily instruction, not layered on top, this cycle supports deep teacher reflection, real-time data-informed decisions, and the generation of school-based evidence that informs both classroom practice and school- and districtwide instructional coherence.

This section includes a description of each phase with course materials in bold. We have provided samples of these materials in the Sample Materials section in this Tab.

Figure 1. Instructional Improvement Cycle



Phase 1. Select an Instructional Strategy
Educators begin by identifying a specific instructional strategy they want to test—one that's both evidence-based and relevant to their students, content, and upcoming lessons. This isn't a random choice; it's a thoughtful process supported by tools that help teachers connect strategies to real classroom needs.

Using the **Instructional Strategy Selection Worksheet**, educators are guided to ensure that the evidence-based strategy they choose:

- Has clear steps and a defined beginning and end
- Is designed to improve how students think, learn, or engage
- Aligns with their content, the district's HQIM and student learning goals

Marzano Research coaches guide educators to define a desired outcome that describes what they hope students will be able to do better as a result of using the strategy. This outcome becomes the anchor for their entire instructional improvement cycle.

By the end of this phase, educators have not only chosen a strategy, they have set focused, instructional goals for their classroom. This clarity ensures that the learning is purposeful and measurable from the very start.

Phase 2. Implement the Strategy
During this phase, our coaches guide educators to thoughtfully embed their selected strategy into their upcoming lessons or unit. This phase isn't about creating new curriculum—it's about weaving a high-impact strategy into instruction that teachers are already planning.

With support from the **Implementation Planning Worksheet** and coaching, teachers make clear decisions about:

- Where the strategy fits within their existing unit
- How often and for how long it will be used
- What instructional routines or lesson components the strategy will enhance (e.g., during modeling, small group work, guided practice)

This intentional planning helps ensure that the strategy is used in a meaningful and consistent way—matched to the content, pacing, and student needs—and creates a clear record of how the strategy was implemented. The documentation also makes it easier to replicate the strategy in future lessons or scale across classrooms and teams.

Phase 3. Collect Data on Strategy Implementation
As teachers implement the instructional strategy, they collect simple but meaningful student outcome data to understand the impact of the strategy on student learning. This typically includes classroom assessments, student work, or other performance tasks already built into the unit.

To determine whether the strategy made a difference, teachers use a quasi-experimental design to compare student learning with and without the strategy. They do this using one of two straightforward approaches:

- Same class, different time: The teacher first teaches part of the unit without the strategy, then introduces the strategy in the second part. By using the same assessment throughout, they can see how learning changes within the same group of students when the strategy is used.
- Two similar classes: The teacher uses the strategy in one class and sticks with their usual instruction in another. Since both groups study the same content, teachers can compare how students perform when the strategy is used versus when it is not - giving them insight into the added value the strategy may bring to student learning.

Teachers enter their data into a web based user-friendly **Analysis Tool**, which instantly calculates key metrics like effect size and baseline equivalence. These measures help quantify the strategy's impact while remaining easy to interpret. Teachers also document what they observe using the **Implementation Note Catcher**, providing valuable context around how students responded and how instruction may have evolved.

This approach allows teachers to gather classroom-based evidence without disrupting instruction or requiring additional testing. It equips them, and their school teams, with clearer insight into what's working, for which students, and under what conditions.

Phase 4. Analyze and Reflect on the Results

After collecting student learning data, teachers use the **Analysis Tool,** introduced in phase 3, to examine how the strategy affected student performance. The tool automatically calculates effect sizes and confidence intervals, giving teachers a clear, easy-to-interpret view of how much the strategy influenced learning—and how confident they can be in those results. After analyzing the data, teachers take time to reflect on what they've learned—not only about the strategy, but about their students and their own instruction. This reflection happens through a combination of individual planning, peer discussion, and coaching conversations.

Teachers consider:

- What learning gains did I observe, and for which students?
- What patterns or surprises emerged in the data?
- How did implementation go, and what would I adjust next time?

With support from a dedicated coach, educators use the **Reflection Worksheet** and their implementation notes to document outcomes, consider contributing factors, and identify instructional insights. This helps them decide whether to continue refining the same strategy, adapt it for another unit, or explore a new approach in their next cycle.

Because teachers complete multiple short cycles over the year, this ongoing reflection becomes part of their professional routine. With each cycle, they build greater instructional discernment—a deeper understanding of how specific strategies work in their unique context—and generate stronger classroom-level evidence of impact.

Reflection also supports broader school and district learning. As part of the cycle, teachers share their findings with colleagues and leaders. Their results contribute to strategic action planning at the school level, helping inform instructional coaching, collaborative planning, and future professional learning.

In this way, reflection isn't an endpoint, it's a launchpad for sustained instructional improvement and collective learning across the system.

Online Strategy Bank

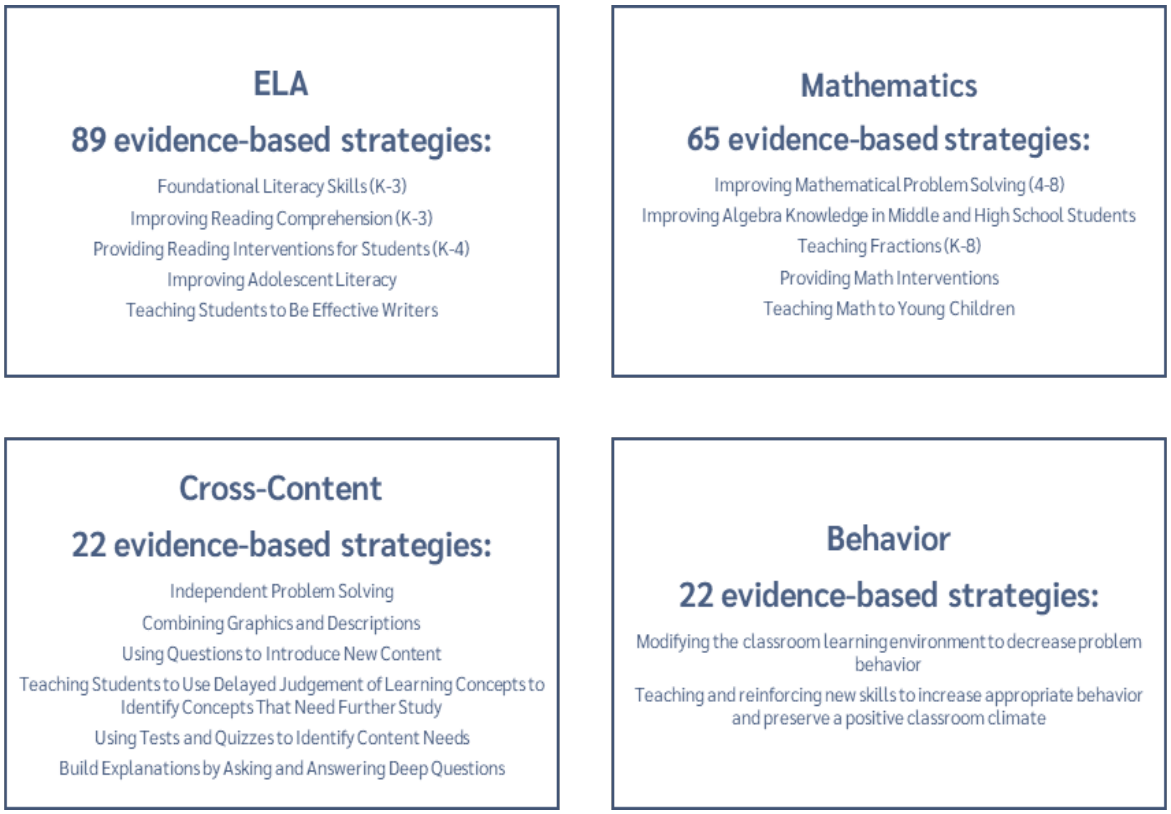
A core feature of the Teacher as Researcher model is a digitally accessible **Instructional Strategy Bank,** aligned to the district's HQIM (see the Sample Materials section in this Tab for an example of strategies aligned to early literacy standards in South Carolina). This

digital resource supports teachers in selecting and implementing high-impact strategies tailored to the content they already teach and the students they serve.

The Instructional Strategy Bank includes strategies that we have vetted for rigor and relevance, from sources including the What Works Clearinghouse Practice Guides. We have carefully curated and created succinct summaries of the evidence-based strategies to make it easy for teachers to use and integrate into their classrooms (Figure 2). Each strategy summary includes:

- A description of the strategy including clear student-facing steps or heuristics
- Facilitation tips that offer guidance for classroom implementation
- The ESSA Tier of Evidence classification
- The grade level context in which the strategy was tested

Figure 2. Summary of Strategy Bank Content

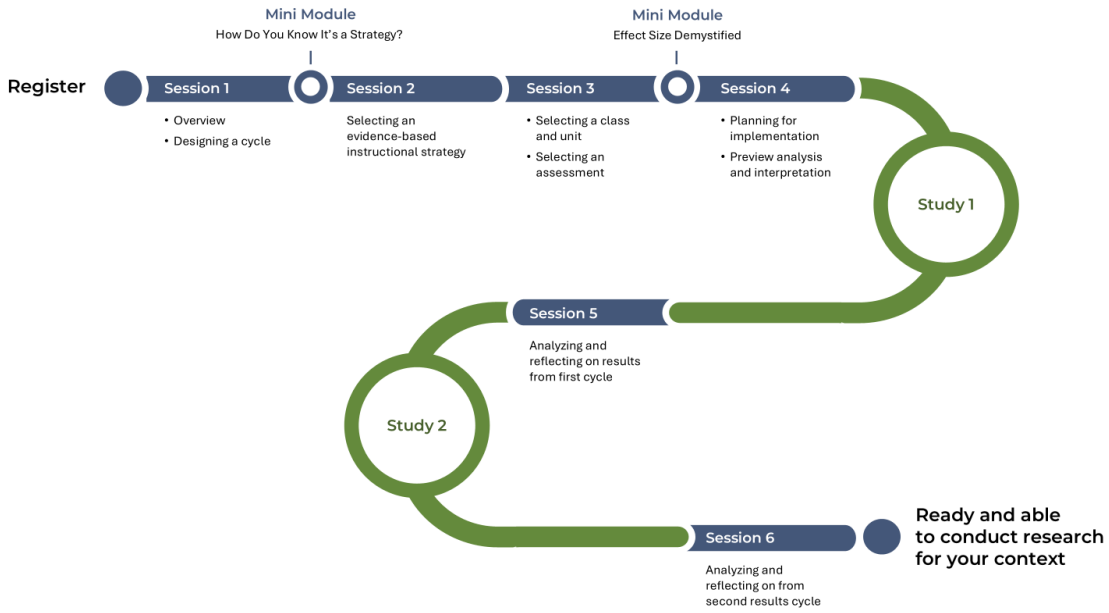


Teacher as Researcher Workshop Sessions

The Teacher as Researcher professional learning series is a structured sequence of six synchronous workshops, two asynchronous micro-modules, and individualized coaching designed to guide educators through multiple Instructional Improvement Cycles. Each component builds on the last, supporting teachers as they identify an instructional challenge, select and implement an evidence-based strategy aligned with district HQIM, collect and analyze student learning data, and reflect on the results to inform future instruction.

Throughout the series, teachers apply their learning in real time with support from dedicated coaches, ensuring a strong connection between professional learning and day-to-day instruction (Figure 3). Early sessions focus on foundational concepts—introducing the Teacher as Researcher model, helping teachers define an actionable instructional need, and guiding strategy selection. Midpoint sessions focus on planning and executing the instructional improvement cycle, supported by embedded coaching and tools. Later sessions help teachers analyze the impact of their work, share results, and begin planning for the next cycle. Two brief asynchronous micro-modules—*How Do You Know It's a Strategy?* and *Effect Sizes Demystified*—provide on-demand support to deepen understanding of key concepts introduced in the live sessions.

Figure 3. Teacher As Researcher Journey Map



During and in-between sessions, teachers receive **individualized coaching** that helps them design and implement their cycles, troubleshoot challenges, analyze data, and reflect deeply on their results. This targeted support ensures that each teacher's experience is personalized and that new learning consistently translates into improved classroom practice.

Alignment to Knox County Priorities

Knox County Schools has defined four clear strategic priorities to guide instructional improvement: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation. The Teacher as Researcher model aligns directly with each of these priorities—not as an add-on, but as a practical, embedded system for improving instruction and building educator capacity from the inside out.

By placing evidence-based instructional decision-making directly in the hands of teachers, the model addresses each priority in concrete, measurable ways. To strengthen **Excellence in Foundational Skills**, the Instructional Strategy Bank spotlights the highest-leverage foundational literacy routines and core mathematics practices. Teachers test these strategies in their own classrooms, producing local evidence that pinpoints the moves most likely to boost achievement. Advancing **Great Educators in Every School**, the Instructional Improvement Cycle equips teachers to conduct disciplined inquiry, receive job-embedded coaching, and ultimately mentor subsequent cohorts—creating a self-sustaining pipeline of instructional leadership that persists long after the initial engagement. The model strengthens **Success for Every Student** with tools that generate real-time effect-size data to illuminate subgroup gains (or gaps) as they emerge, allowing educators to adapt instruction swiftly. Finally, the work supports **Career Empowerment and Preparation** by weaving literacy, disciplinary content, and employability skills into secondary-level inquiry cycles.

Table 1. Alignment of KCS Priorities and Teacher as Researcher

KCS Priority	How Teacher as Researcher Meets the Need
Excellence in Foundational Skills	Bank of evidence-based instructional strategies aligned to KCS HQIM to help teachers identify strategies likely to be successful in their classrooms Strategy bank prioritizes early literacy and numeracy routines, aligned to HQIM
Great Educators in Every School	Instructional Improvement Cycle routines support teacher reflection, peer coaching, leadership walk-throughs, and PLC integration
Success for Every Student	Use of student-work artifacts and effect-size metrics allow for course correction in real-time instead of waiting for unit or interim assessments Effect-size tools highlight progress and guide real-time adaptation
Career Empowerment and Preparation	Students experience inquiry-oriented instruction and teachers model evidence-based decision making by testing and sharing how instructional strategies work best in their local context.

Research Base and Instructional Rationale

The Teacher as Researcher model is grounded in a robust body of research on how educators learn and improve their practice. It translates key findings from improvement science, professional learning research, and adult learning theory into a simple, usable system for school-based instructional improvement. Teachers engage in cycles of inquiry that are rigorous yet practical—focused on classroom-embedded application, real-time evidence, and reflective decision-making. Across multiple implementations in South Carolina, Alaska, and Texas, the model has produced statistically significant outcomes, including a large increase in teacher efficacy (*effect size g = 0.88*) and a substantial gain in teachers' capacity to use data and evidence-based strategies (*effect size d = 0.71*). These

results show that the model not only reflects research-informed best practices—it delivers measurable impact on teacher growth and instructional quality.

The model is anchored in two interconnected research foundations: teacher-led evidence-based inquiry and adult learning principles.

At the heart of Teacher as Researcher is the idea that teachers are best positioned to evaluate and improve instruction when they are supported by practical tools, trusted research, and structured opportunities to reflect. The Teacher as Researcher model uses tried-and-true teacher led experimental research that rapidly provide accurate information about instruction (Marzano et al., 2020; Cherasaro et al., 2015). The model draws from improvement science (Bryk et al., 2015), but tailors it to the real constraints and opportunities of day-to-day teaching. We provide a bank of strategies with evidence of effectiveness from What Works Clearinghouse and other peer reviewed sources.

By integrating instructional strategy implementation with a rigorous quasi-experimental research design, the Teacher as Researcher model helps solve what we call the “last mile” problem in professional development and adoption of HQIM: the persistent gap between PD participation and classroom practice.

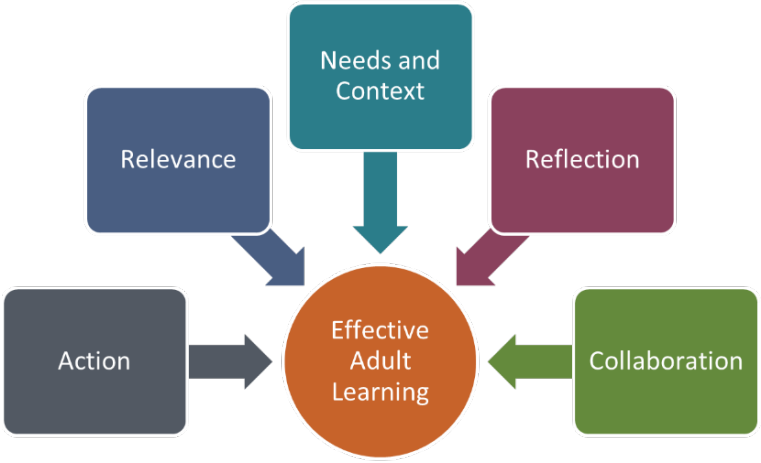
The Teacher as Researcher model is focused on capacity building—moving recipients from learning to knowing to doing, and it is based on theory and research on best practices for supporting adult learning (Figure 4). Learning and building knowledge is action focused and experiential. Effective learning experiences provide opportunities for learners to try new ideas or new skills, while also reflecting on what they do and what they learn (Brookfield, 1991; Browder et al., 2012; Kolb, 2014; Darling-Hammond et al., 2017).

Teacher as Researcher is designed to be relevant and practical**,** providing opportunities for teachers to try out evidence-based strategies aligned to the current state of instruction and the HQIM they are already using, ensuring that learning is grounded in their experiences and their responsibilities (Arghode et al., 2017; Merriam et al., 2007). We systematically assess needs and context, providing coaching throughout the process and using regular reflections and exit surveys, as well as climate surveys to help ensure that our services are useful and relevant (Knowles et al., 2020; Taylor, 2009; Taylor & Laros, 2014). In collaboration with school and district leaders and teachers, we use this information to tailor the goals, content, and format to fit teachers’ needs.

Reflection helps adult learners connect new information and practices to previous knowledge and experiences (Kolb, 2014; Schön, 1983, 1987). We provide opportunities for teachers to collaboratively reflect on their goals, what they are learning, and the specific actions needed to implement new knowledge and behaviors.

Collaborative learning experiences value and capitalize on the unique knowledge and experiences adult learners can contribute (Darling-Hammond et al., 2017; Sannino et al., 2016; Taylor & Laros, 2014). We intentionally incorporate opportunities for teachers to work together and lead peer learning.

Figure 4. Adult Learning Best Practices



Marzano Research's Teacher as Researcher program offers Knox County Schools a powerful, flexible system for building professional capital and instructional coherence. It supports teachers as the primary agents of improvement, empowers leaders to capture the true state of instruction, and generates local evidence for smarter decision-making. Most importantly, it builds a culture of curiosity, collaboration, and action that reflects the very best of what teaching can be.

Action Plans Aligned with the Current State of Instruction

To help principals and school leadership teams gain a clear sense of the state of instruction in the building and develop strategic action plans, Marzano Research will compile findings and lessons learned from the cohort's instructional improvement cycles in annual **Strategies in Action Reports**. The reports will help the Knox County school leadership community identify what works in their schools and classrooms.

Sample Materials

Marzano Research has included materials that provide samples of the tools, scripts, and training materials from the Teacher as Researcher model. This section includes the following samples:

- Excerpts from the Teacher as Researcher Toolkit
- Selections from an ELA Teacher as Researcher Strategy Summary Document
- Selected Slides from a Module 1 Teacher as Researcher Workshop in South Carolina
- Sample Coach/Facilitator Guide for Teacher as Researcher Professional Development Series
- Excerpts from an Evaluation Brief

When working with Knox County Schools, Marzano Research will tailor these materials to the KCS context in the first weeks of engagement.

Excerpts from the Teacher as Researcher Toolkit

This is a selection of pages from our Teacher as Researcher Toolkit as used to support a national cohort of teachers. It does not represent the toolkit in its entirety. A similar toolkit would be developed to support KCS teachers. We will also develop a KCS-specific online Analysis and Planning Tool that includes effect size calculation and planning support.



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Step 2: Implement the Strategy 6
Class and Unit Selection Guidance
Assessment Planning Guidance
Implementation Planning Guidance

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Implementation Note Catcher

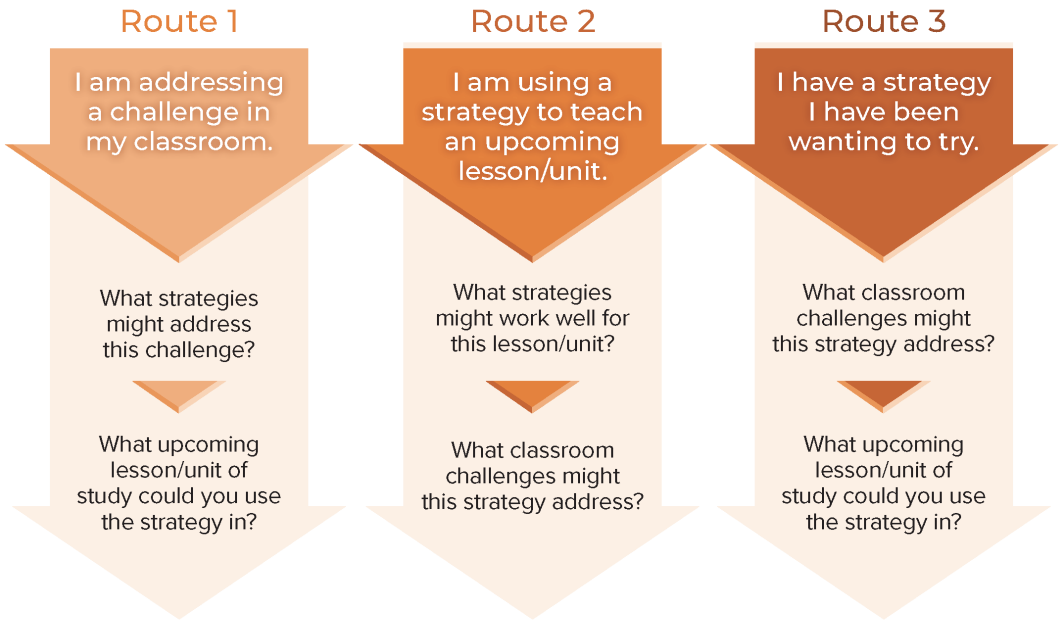
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Reflection Guidance

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Instructional Strategy Selection Guidance

The figure below describes three potential pathways to identify and select an appropriate strategy. You can choose a current challenge in your classroom (Route 1), identify a strategy that aligns with an upcoming lesson (Route 2), or select a strategy you want to try and align it to challenges and upcoming lessons (Route 3). After selecting a strategy, clearly describe the desired outcome of the strategy.



Proposed strategy

Desired outcome

What Do Your Results Mean?

Intervention		Baseline		Suggests that students...
Positive Intervention effect size	>	Baseline effect size	=	Performed better when the strategy was implemented*

If the intervention effect size is positive and larger than the baseline effect size, this suggests that students performed better when the strategy was implemented.

** If the analysis tool indicated that there is not confidence in the effect size, then you may not see the same results in another sample.*

Intervention		Positive baseline effect size		Did not perform better when the strategy was implemented*
Intervention effect size	<	Positive baseline effect size	=	Did not perform better when the strategy was implemented*

If the intervention effect size is smaller than the baseline effect size and the baseline effect size was positive, this suggests that students did not perform better when the strategy was implemented.

**If the analysis tool indicated that there is not confidence in the effect size, then you may not see the same results in another sample.*

Reflection Worksheet

Regardless of whether the effect size was positive or negative, teachers should also reflect on other information when interpreting the findings.

Reflection Responses

If you had **POSITIVE** results . . .

Why do you think the strategy worked well?

What else was happening, other than the strategy, that may have caused the result? (For example, were you using another strategy that may have also helped?)

If you had **NEGATIVE** results . . .

Why do you think the strategy did not work well?

What else was happening, other than the strategy, that may have caused the result?
(For example, were several students absent during the week that you implemented the strategy?)

Consider how the strategy was implemented

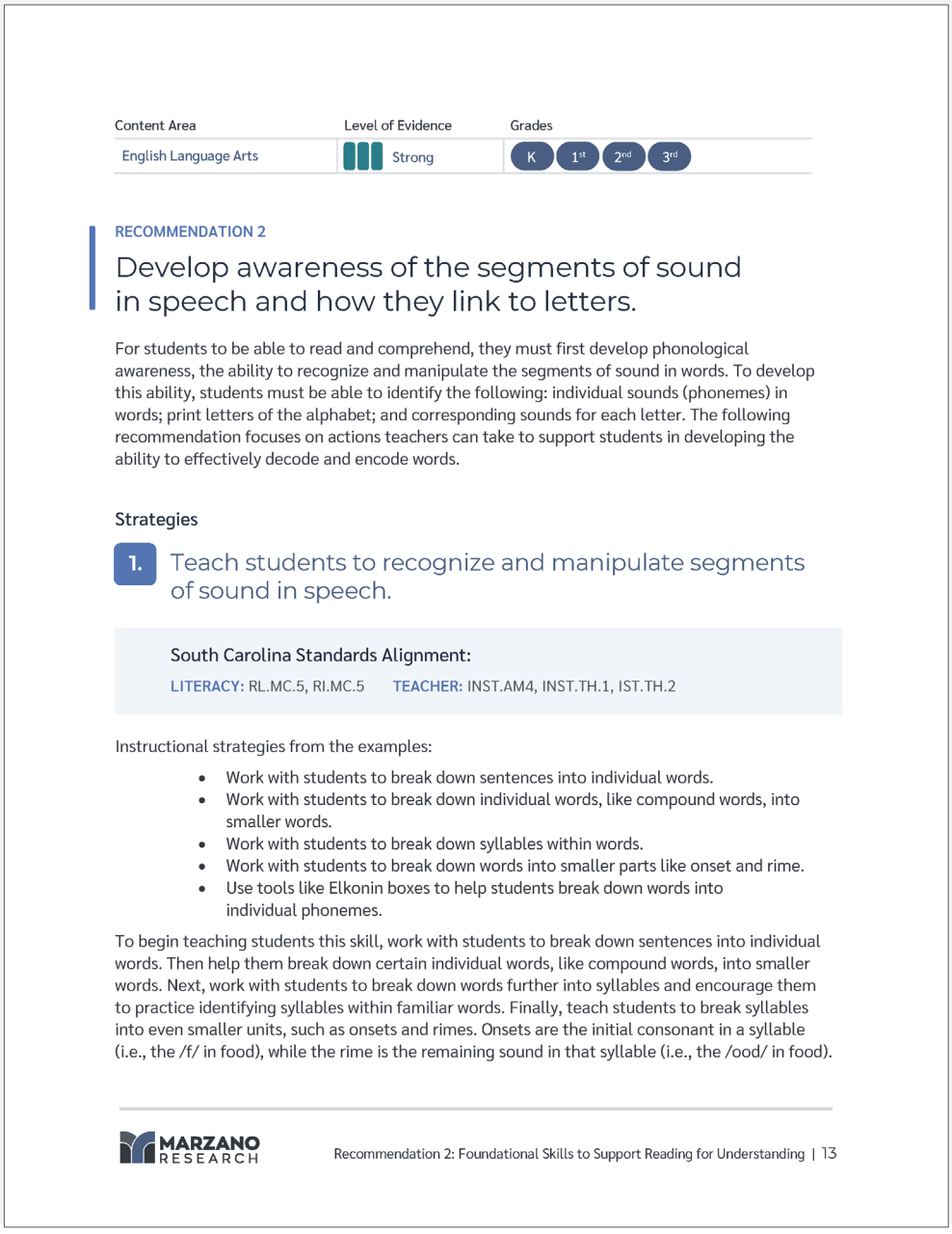
Do you feel like you had a good understanding of how to implement the strategy?

Do you feel like you implemented the strategy the way you planned?

Do you feel like the strategy you chose was appropriate for the class and/or lesson?

Selections from an ELA Teacher as Researcher Strategy Document

This is a sample of evidence-based strategy summaries aligned to South Carolina Learning Standards and Teacher professional standards. It was one of the curated strategies used in South Carolina to support implementation of the LETRS curriculum and breaks down research into concrete instructional steps a teacher can take in the classroom to support learning of upper elementary and middle school students. We curate and align strategies for each district's standards and curriculum. Teachers will have access to KCS aligned strategies within an online explorer tool that allows teachers to browse from a library of evidence-based instructional strategies to test in an instructional improvement cycle.



Content Area	Level of Evidence	Grades
English Language Arts	Strong	K 1st 2nd 3rd

RECOMMENDATION 2

Develop awareness of the segments of sound in speech and how they link to letters.

For students to be able to read and comprehend, they must first develop phonological awareness, the ability to recognize and manipulate the segments of sound in words. To develop this ability, students must be able to identify the following: individual sounds (phonemes) in words; print letters of the alphabet; and corresponding sounds for each letter. The following recommendation focuses on actions teachers can take to support students in developing the ability to effectively decode and encode words.

Strategies

1. Teach students to recognize and manipulate segments of sound in speech.

South Carolina Standards Alignment:

LITERACY: RL.MC.5, RI.MC.5 **TEACHER:** INST.AM4, INST.TH.1, IST.TH.2

Instructional strategies from the examples:

- Work with students to break down sentences into individual words.
- Work with students to break down individual words, like compound words, into smaller words.
- Work with students to break down syllables within words.
- Work with students to break down words into smaller parts like onset and rime.
- Use tools like Elkonin boxes to help students break down words into individual phonemes.

To begin teaching students this skill, work with students to break down sentences into individual words. Then help them break down certain individual words, like compound words, into smaller words. Next, work with students to break down words further into syllables and encourage them to practice identifying syllables within familiar words. Finally, teach students to break syllables into even smaller units, such as onsets and rimes. Onsets are the initial consonant in a syllable (i.e., the /f/ in food), while the rime is the remaining sound in that syllable (i.e., the /ood/ in food).

MARZANO RESEARCH Recommendation 2: Foundational Skills to Support Reading for Understanding | 13

When teaching text structures, teachers should introduce students not only to the structural elements in narrative text but also to those of informational, or expository, text. Informational text structures typically apply to paragraphs or passages, and when considering the entire text, students may encounter multiple structures, as well as multiple repetitions of the same structure.

Teachers should use ideas and topics familiar to the students when teaching about the structure of an informational text and should initially use texts that provide clear, easy-to-recognize examples of a given structure. During a reading of the text, the teacher should ask students to identify clue words in a passage that signal the use of a certain structure. An approach advocated by many researchers is to instruct students to organize information from expository text using graphic tools (e.g., concept maps, Venn diagrams, fishbone charts, and sequence diagrams or flow charts).

Once students can comfortably identify the structure of a passage and recall its content, the teacher can replace more direct, guiding questions ("What was the cause? What was the effect?") with complex questions that do not include clue words, such as "How did the author organize the information in this text?"

Structures of Informational Text

Structure	Description	Common Clue Words
Description	What something looks, feels, smells, sounds, tastes like, or is composed of	n/a
Sequence	When or in what order things happen	first, then, next, after, later, finally
Problem and Solution	What went wrong and how it was or could be fixed	because, in order to, so that, trouble, if, problem
Cause and Effect	How one event leads to another	because, therefore, cause, effect, so
Compare and Contrast	How things are alike and different	both, alike, unalike, but, however, than

Note. Adapted from page 20 of Improving Reading Comprehension in Kindergarten through 3rd Grade (Shanahan et al., 2010).

Narrative texts portray a story, or sequence of related fictional or nonfictional events involving individuals or fictional characters; in the elementary grades, narrative texts can include historical fiction, fables, and autobiographies.

Informational texts include expository writing, pieces that argue in favor of one position or another, and procedural texts and documents. In the elementary grades, informational texts can include news articles, speeches, and timelines.

Teacher Modeling How to Answer a "Think and Search" Question

The teacher and students continue reading about President Johnson's War on Poverty. The teacher stops after the second paragraph to model how to answer a Think and Search question.

President Johnson worked with Congress to pass laws to create programs to help people who were poor. Many of these programs are still here today. A major program was Head Start. Head Start was a preschool program for students who were poor to prepare them for school. The Head Start grant office also paid people to make educational television shows such as Sesame Street, The Electric Company, and Reading Rainbow. Anyone with a television could watch these shows. The food stamps program helped those who made little money to buy food. It is still here, but now called SNAP. Other programs were also started and provided jobs and job training. The Job Corps program prepared people to be auto mechanics, cooks, nurses, and emergency medical technicians.

Teacher writes on board: *What are three programs that were made available to reduce poverty?*

Teacher: Sometimes when a question asks about naming multiple things, you might have to look in different places in the text for the answer. In other words, you are not likely going to find the answer in one sentence, like a Right There question. This is a Think and Search question. To answer a Think and Search question, you have to put together information from different parts of the text. In the first sentence, the author states that President Johnson worked with Congress to pass laws that would make many programs to help people who were poor. The third sentence says that one program was the Head Start program. The question says to name three programs, but I have not come across another one yet. So, I will keep searching for more. As I read further, I see that television shows such as Sesame Street and The Electric Company were made, but not to reduce poverty. So, I am going to skim past these to find another program. As I read, I see other programs like food stamps and Job Corps programs. So, I found one program, Head Start, in the third sentence. Then I had to skim through further in the passage to find the other programs such as the food stamps and Job Corps programs.

Teacher Modeling How to Answer an "Author and Me" Question

Teacher writes on the board: *How did the Job Corps help people who were in poverty?*

Teacher: This is an Author and Me question. The answer to the question is not in the text we just read. I will have to think about the information the author gives and what I already know to answer the question. The author's information provides clues to help me answer the question. This question says: *How did the Job Corps help people who were experiencing poverty?* Hmm…I am not sure if the answer to this question is in the text or if I need to determine the answer in another way based on information I already know. Well, I don't remember the text saying how the Job Corps helps people. I am going to skim the text again and make sure. The author said that the Job Corps prepared people to be auto mechanics and nurses. But how does that actually help people? This might help them get a job, which can probably help people who are experiencing poverty.

The teacher reads a sentence that gives these clues.

Teacher: I am going to think about what we read about poverty last week and what I already know. We learned that people who are in poverty have very little money. I also know that my friend's family owns an auto repair shop and that my dad is a nurse, and both earn pretty good money. So, the information or clues the author gave me said that the Job Corps program prepared people to do auto repair and nursing.

Selected Slides from a Module 1 Workshop in South Carolina

Note that this is a sample of materials, and not a complete set of training materials.

Action Research

Why?

- Supports reflective practice
- Identifies what works in specific contexts
- Elevates the role of the classroom teacher

What?

- Conducted within the context of the teacher's environment
- Disciplined inquiry to inform and improve practice
- Iterative inquiry cycles



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Instructional Improvement Cycle



2. Implement the strategy

- Select a unit/lesson to implement the strategy
- Choose single- or multiple-group design
- Select a class or classes to implement
- Determine how to implement

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Scenarios



- Take **5 minutes** to read and annotate one of the **Scenarios**, which describes the experience of a hypothetical group of teachers.
- Review the data and findings from **ONE Scenario** in the *Analysis Tool* and prepare to discuss the results.

MATERIALS
Scenarios Handout

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Scenario Activity

- What did you notice about the **Scenario** you reviewed?
- How did the four steps of the Instructional Improvement Cycle play out?
- Was the instructional strategy effective? How do you know?

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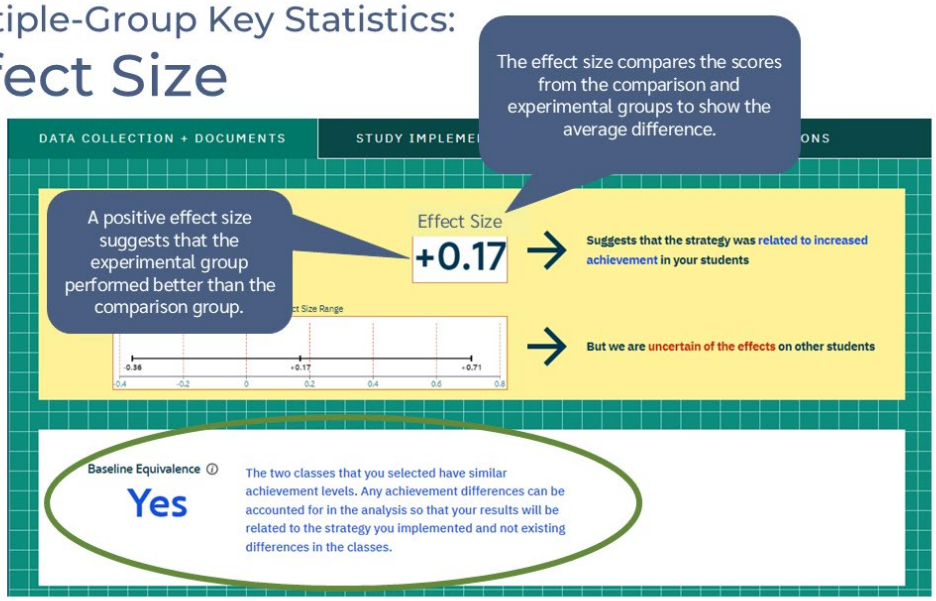
Single-Group Design



- **The study takes place with one class.**
- Teach business as usual during the first half of the cycle.
- Teach using the strategy during the second half of the cycle.
- Administer the same assessment three times (pre, mid, and post).
  - The assessment can be teacher-developed or adopted from a textbook or curriculum, but it must be able to be administered three times.
- Compare changes in scores from pre- to mid-assessment (learning without the strategy) to changes from mid- to post-assessment (learning with the strategy).

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Multiple-Group Key Statistics:
Effect Size



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Sample Coach/ Facilitator Guide for Teacher as Researcher Professional Learning Series

Session 1 – Overview of the Teacher as Researcher Model: Marzano Research Coaches' Agenda

Objectives

- Develop an understanding of action research and the Teacher as Researcher model
- Develop an understanding of the structure and content of the Teacher as Researcher professional learning series
- Develop an understanding of some of the concepts of the Teacher as Researcher model

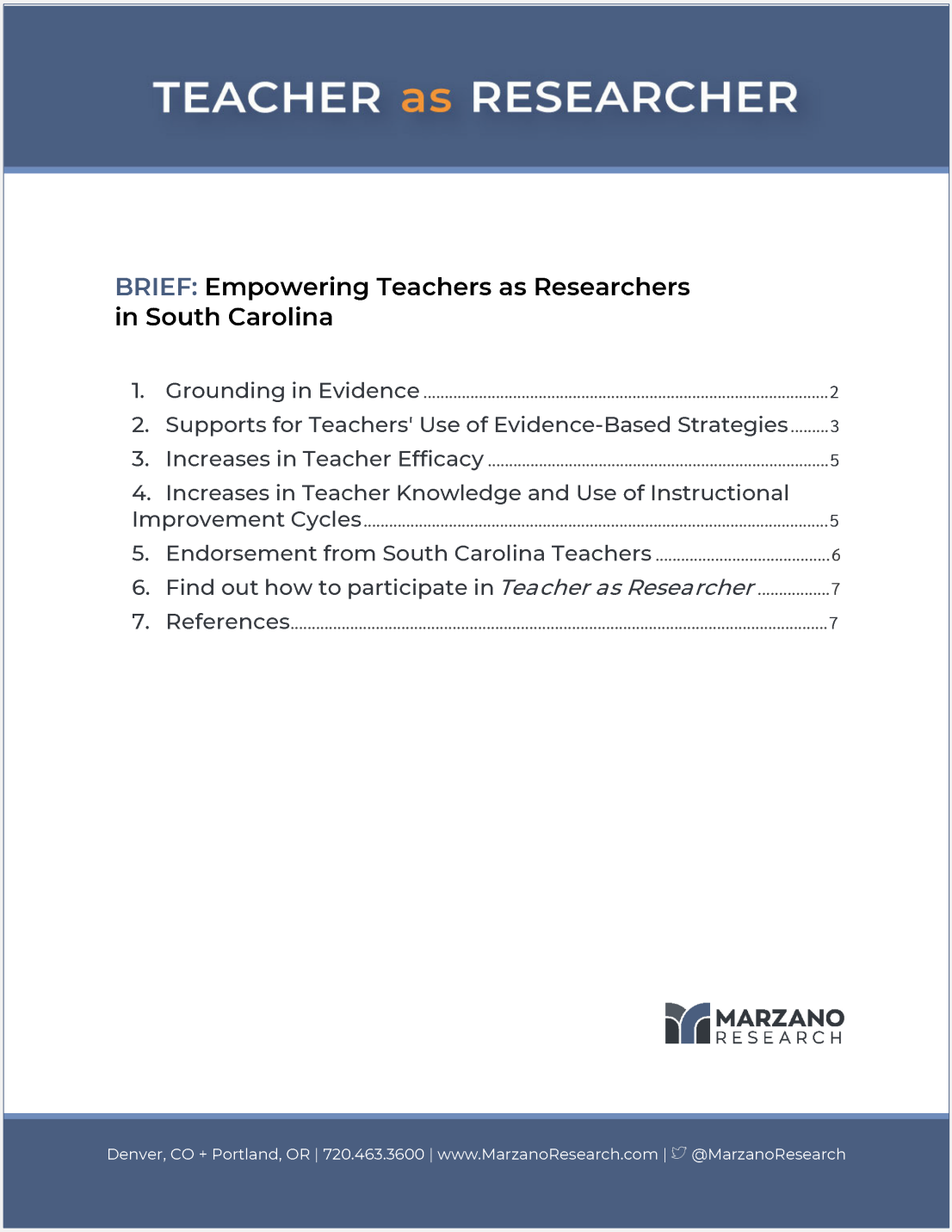
Topic (Slides)	Time	Resources	Description and Facilitation Notes
Introductions (Slides 1–4)	H:00-H:10	Attendance Sheet	As teachers sign on ask them to set up a folder on their desktop where they will save their Teacher as Researcher information. C1 welcomes participants to the PD series and facilitates introductions, including introducing participants to Marzano Research.
PD Series Overview (Slides 5–12)	H:10-H:20	Interactive Agenda	C1 provides an overview of the professional development series, including the following: *SC Teacher as Researcher context:* Overview of the SC TaR initiative. (slide 5) *Learning and practice outcomes:* Key knowledge, skills, and competencies that participants will develop throughout the sequence. (slides 6 & 7) *Learning sequence:* The sequence of scaffolded learning experiences that participants will engage in throughout the PD series. (slide 8) *Approach:* PD series approach to using PD time to develop and workshop key TaR activities (learning, doing, and learning by doing). (slide 8) *Expectations:* Key expectations of the TaR PD series, including expectations for work in between sessions and for implementing a TaR cycle before the end of the series. (slide 9) *Feedback:* expectation for providing feedback. (slide 10) *Norms:* Participation agreements. (slide 11)
Teacher as Researcher approach to action research	H:20-H:1:05	Pre-Survey Scenario Handouts	*Individual Activity (15 min)* C1 asks participants to spend fifteen minutes completing the pre-survey and responding to the following prompt (slide 14): *Why are you interested in action research and*

Topic (Slides)	Time	Resources	Description and Facilitation Notes
(Slides 13-24)		Analysis Tool	*what do you hope to gain from the experience?* C1 describes the survey will help us to understand if we are meeting the desired learning and practice outcomes. Participants are not asked to share their reflections with the group, but they will revisit this prompt at the end of the session. Overview – *(20 minutes)* C2 provides a high-level overview of action research, including an explanation of how action research can support reflective practice, help practitioners identify what works in specific contexts, and elevate the role of the classroom teacher as a professional. C2 describes key characteristics of action research and explains how it is different from other forms of experimentation and research. (Slide 15) C2 provides a high-level overview of the Teacher as Researcher (TaR) action research model, including a description of what distinguishes TaR from other forms of action research. (slides 16 & 17) C1 guides participants through key steps of the TaR Instructional Improvement Cycle, including: A description of the four steps described in the Instructional Improvement Cycle toolkit. (Slide 18) A description of the key actions the participants will take throughout the Instructional Improvement Cycle. (Slides 18-21) An overview of the Excel data analysis tool. *Individual Activity (20 min)* C1 asks participants to review scenarios that describe the experiences of a hypothetical group of teachers who engaged in a TaR Instructional Improvement Cycle in breakout groups. (slide 23) Participants read, annotate, and discuss the scenarios and select one set of data to enter into the Analysis Tool (10 minutes). NOTE: Teachers will need to download the analysis tool they received in a email prior to the session. C1 facilitates a whole group discussion based on a set of reflection questions on slide 23. (10 minutes) C2 creates breakout groups, and places participants into the groups for ten minutes.

Topic (Slides)	Time	Resources	Description and Facilitation Notes
Key terms and concepts Slides 25-40	H:1:05-1:50	Instructional Strategy Summaries	C2 introduces some of the key ideas, concepts, and knowledge that are foundational to the TaR model. Design (5 min): C2 uses slide 26 to explain the difference between single and multiple groups designs, highlighting key differences in the designs and discussing considerations for selecting a particular design. Basic statistics: (15 min) C2 uses slides 27-31 to explain effect sizes, baseline equivalence, and confidence. *Individual Activity (10 min)* (slide 31) Reflect on the statistics generated by the Analysis Tool in the scenario activity and identify new insights into the analysis. Instructional strategies: (20 min) C1 uses slides 33-34 to orient participants to the strategy selection considerations and routes described in the toolkit and the Instructional Strategy Selection Worksheet. C2 uses slide 35-37 to introduce the WWC and practice guide summary documents C1 uses slide 38 to ask participants to take 5 minutes to review the list of strategies they might test in an instructional improvement cycle C1 facilitates discussion of the strategies participants have reviewed and MZR Coaches ask questions and provide feedback Assessments: (5 min) C2 uses slides 39 & 40 to introduce participants to how assessments are used in multiple and single group designs.
Next steps (Slides 44-42)	H:1:50-H:2:00	Teacher as Researcher Toolkit Exit Survey	C1 provides an overview of activities participants will engage in before the next session. Read through Teacher as Researcher Toolkit and Instructional Strategy Summaries and come to the next session prepared with questions, wonderings, and reflections. Examine curriculum and unit plans for the next two months and begin to identify which class(es) you would like to implement a TaR cycle in and what types of instructional strategies you plan to implement and test. Bring these to the next session. Introduce survey

Excerpts from an Evaluation Brief

This sample is from an evaluation brief that explored the efficacy of the Teacher as Researcher professional learning series as implemented in South Carolina. This evaluation brief provides an example of the depth of insights that can be provided to the school or district when data from teachers' instructional improvement cycles are aggregated.



TEACHER as RESEARCHER

BRIEF: Empowering Teachers as Researchers in South Carolina

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2. Supports for Teachers' Use of Evidence-Based Strategies 3
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MARZANO RESEARCH

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BRIEF: Empowering Teachers as Researchers in South Carolina

Marzano Research's *Teacher as Researcher* is an evidence-based professional development program that empowers teachers to select evidence-based instructional strategies, design authentic experiments to implement the strategies, collect data, analyze these data, and ultimately reflect and act on the results of their experiments, all within a structured, easy to implement Instructional Improvement Cycle. Ultimately, teacher reflection within professional development leads to ongoing improvement in classroom practices.

This brief highlights key findings from an evaluation of the *Teacher as Researcher* professional development series implemented in South Carolina. These key findings show that *Teacher as Researcher* contributes to teachers' use of evidence-based practices, knowledge about instructional improvement, and teachers' efficacy and agency. Refer to Box 1 for an overview of the evaluation design.

BOX 1. Evaluation Design

The evaluation is a pretest-posttest design focused on teacher outcomes, and the program is based on a well-defined logic model and rigorous research. Participants as of December 2022 included the Spring 2022 Pilot (17 teachers in 10 schools in 4 districts) and Fall 2022 Cohort 1 (125 teachers in 17 schools in 7 districts). An independent team at Marzano Research conducted the research. Data sources included the *Pre/Post Knowledge, Efficacy, and Agency Survey, Exit Surveys,* and documents related to teachers' instructional improvement work.

1. Grounding in Evidence

The research is clear: teachers have the strongest effect on student achievement compared to other school factors (Sanders et al., 1998; Opper, 2019). How can teachers ensure that their effect is positive?

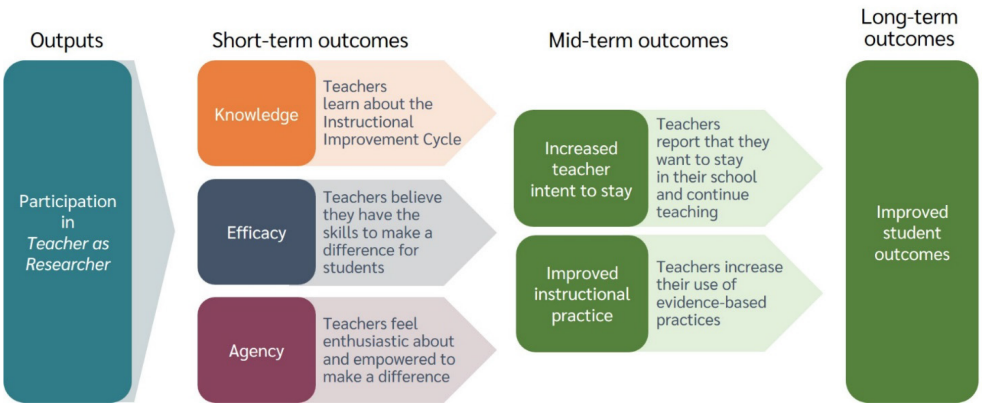
Beginning with the work of Kurt Lewin in the 1940s, teachers have been borrowing methods from social science research to identify and solve practical education problems (Masters, 1995). This type of teacher research in classrooms has a long tradition and is often called "action research" (Manfra, 2019). It has promise.

But, action research fails when teachers use haphazard methods and do not ground their instruction in evidence-based strategies (Newton et al., 2016). In addition, despite the annual and interim testing typical in schools over the last two decades, many articles documented the importance of building teacher capacity by using formative data to improve classroom instruction (Means et al., 2011; Schildkamp et al., 2020).

Marzano Research's *Teacher as Researcher*[1] uses tried-and-true experimental research methods that rapidly provide accurate information about instruction (Marzano et al., 2020; Cherasaro et al., 2015). With its focus on evidence-based instruction, immediate feedback about students, and teacher reflection, *Teacher as Researcher* has the hallmarks of professional learning with "staying power," the ability to be implemented and sustained by teachers and the power to make a difference for students in the long term (Guskey, 2021).

Ultimately, South Carolina leaders expect that ***if*** Marzano Research offers evidence-based strategies and delivers professional development to educators, ***then*** participation in *Teacher as Researcher* will be associated with increases in teachers' knowledge, efficacy, and agency, ***which will lead to*** teachers' changes in practice and intentions to stay in the teaching profession, and ***which will ultimately help*** increase student achievement (Figure 1).

Figure 1. Intended Outcomes of *Teacher as Researcher* in South Carolina



Source: Created by the Marzano Research evaluation team.

2. Supports for Teachers' Use of Evidence-Based Strategies

Teacher as Researcher developers at Marzano Research identified evidence-based strategies from the existing Institute for Education Sciences What Works Clearinghouse (WWC) Practice Guides in mathematics and English language arts (ELA). Figure 2 shows an example of a recommendation summary.

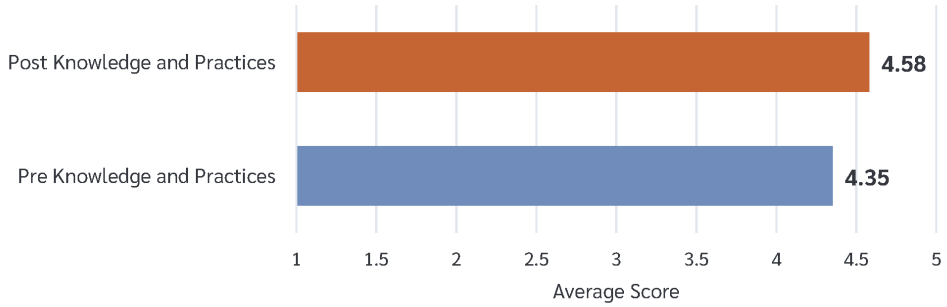
- 65 evidence-based **mathematics strategies** aligned to South Carolina standards
- 89 evidence-based **literacy strategies** aligned to South Carolina standards

Currently, the team is working on additional cross-cutting instructional strategies that work in multiple subject areas.

[1] Marzano Research's *Teacher as Researcher* is a trademarked professional learning program for teachers; however, other publications have used the phrase "teacher as researcher" in a general sense.

Cohort 1 teacher *Pre/Post Knowledge, Efficacy, and Agency Survey* responses indicated a statistically significant increase in knowledge and use of the Instructional Improvement Cycle (Figure 4).

Figure 4. Average Change in Knowledge and Practices



Note. Effect size of d = .61.
Source: Author's analysis of *Pre/Post Knowledge, Efficacy, and Agency Survey* data.

5. Endorsement from South Carolina Teachers

Teacher experiences in, and satisfaction with, professional development has long been associated with changes in beliefs (e.g., Guskey, 2002). While satisfaction in and of itself is often not enough to ensure that what teachers learn in professional development is implemented, Marzano Research coaches pride themselves on delivering professional development that is high-quality and appreciated by educators.

All Pilot session participants, and more than 85% of Cohort 1 session participants, agreed or strongly agreed with positive statements related to the professional development sessions.

In their comments about what was useful about *Teacher as Researcher,* teachers most frequently mentioned the utility of using evidence-based strategies in Instructional Improvement Cycles:

"I learned how to see if a strategy makes a difference in helping the students understand content. I could compare pre/post assessment results to see what changes were made."

"I also learned that it does not have to be difficult to implement this into my everyday teaching."

"When you see these research studies, you never really think about how they are done. I have learned that I can do this by following the steps [and] improve my practice."

Tab IV: Delivery of Services

Marzano Research proposes to provide professional learning services for educators that increase organizational capacity to sustain the application of learning and implementation of tools and strategies over time. In this section, we address the requirements of Section 4.6 in the request for proposals, including the plan for implementation and management of services.

Implementation and Management Plan: Delivering Sustainable Impact with Teacher as Researcher

Marzano Research proposes a comprehensive, flexible implementation of the Teacher as Researcher professional learning model to meet the objectives of Knox County Schools (KCS). Our phased implementation and management plan is designed to deliver immediate instructional improvement, while building enduring organizational capacity for evidence-based practice and ongoing professional learning.

Our plan is rooted in research-based adult learning principles and informed by our successful delivery of similar work in districts of comparable size and diversity.

We offer two flexible implementation timelines to align with KCS initiatives:

- **Full Academic Year Plan** (August–May):
  A summer kickoff followed by six bi-monthly workshops, two micro-modules, and coaching sessions paced across the school year. Teachers complete two full instructional improvement cycles that align with grading periods and assessment schedules.
- **Accelerated Plan** (August-December or January–May):
  Condensed learning sequence using paired workshops, asynchronous pre-work, and intensified coaching to ensure that participants still complete one full inquiry cycle with mid-cycle data reporting.

In either model, we ensure early and sustained engagement of both educators and leaders through cohort-based facilitation, interim reporting, and culminating reflection.

Upon contract execution, we will initiate a **joint onboarding meeting** with KCS stakeholders to finalize cohort composition, select the appropriate delivery schedule, align to district HQIM and strategic priorities, and clarify shared responsibilities.

We will then work with identified cohort(s) and building level leaders to schedule training and coaching sessions. Teachers will have password-protected access to Teacher as Researcher materials that have been configured to align to KCS priorities, a searchable strategy explorer tool, and a Planning and Analysis Tool. Monthly project check in meetings with school and/or district leaders will provide regular status updates and planning to drive next steps.

Implementation Plan and Professional Learning Structure

Our plan for professional learning authentically engages participants through a cohort structure organized at the school or district level.

Authentic Adult Learning and Sustained Impact: Cohort Design and Customization
We will collaborate with KCS to implement one or more cohorts of 10–15 educators, either at the school or district level. Each cohort program includes:

- A **collaborative kickoff session** (1 hour) where educators form cohorts and learn the Teacher as Researcher process
- **Six synchronous workshops** (2 hours each), spaced across the academic year (see sample PPT and facilitator's guide in Section V Tab III)
- **Two asynchronous mini-modules**:
  - "How Do You Know It's a Strategy?"
  - "Effect Sizes Demystified"
- Twenty 1-hour **virtual coaching sessions** conducted as "office hours" plus leader check-ins
- **Summary reporting** that aggregates local results by strategy and HQIM alignment
- **Implementation Tools and Templates**, including:
  - Class and Unit Selection Worksheet
  - Assessment Planning Guide
  - Implementation Note Catcher
  - Reflection Worksheet
  - Cycle Analysis Tool (calculates effect sizes, baseline equivalence, and confidence intervals)
- **Quarterly Leadership Sustainability Training** (proposed as site-visits that include walkthroughs), providing building leaders with data and training to support classroom walkthroughs and planning for sustainable implementation as part of the district's instructional improvement infrastructure

We have provided a sample of teacher-facing materials in Tab III. We have field-tested these materials with educators in Alaska, Texas, Nebraska, and South Carolina.

Cohorts receive differentiated support based on experience level, content area, and site needs. We also offer **custom PD sessions** upon request, such as deep dives into content-based instructional strategies, assessment design, or supporting teacher collaboration at scale.

The Teacher as Researcher model is grounded in adult learning theory (Brookfield, 2017; Kolb, 2014; Knowles et al., 2020) and emphasizes the principles of relevance, action, collaboration, and reflection. Educators do not passively receive professional learning—they apply, adapt, and analyze instructional strategies in their own classrooms, co-constructing knowledge with peers and coaches. The learning sequence includes:

- **Six collaborative workshops** (2 hours each) that guide teachers through the process of identifying an improvement need, selecting a strategy, designing a study,

planning for implementation, analyzing and reflecting on data, and determining next steps

- **Two asynchronous mini-modules** to develop an understanding of key statistics used in Teacher as Researcher (e.g., effect sizes) and how to define and select an instructional strategy
- Twenty 1-hour virtual coaching sessions conducted as "office hours" to support personalized implementation and reflection
- **Pre- and post-program surveys** to measure changes in teacher knowledge and efficacy, school culture, and the learning climate
- **Leader participation and quarterly check-ins** to embed cycles into the district's instructional improvement infrastructure and identify lessons learned
- **Quarterly capacity building sessions** with instructional coaches, school administrators, and district leaders to support sustainability

The **workshops** and **coaching session** pacing will mirror the natural rhythm of the school year. Workshop 1 focuses on identifying instructional challenges using student data. In Workshop 2, teachers select an evidence-based strategy from our curated strategy bank—each practice tied to HQIM and organized by grade and content area. Workshops 3 and 4 are dedicated to planning the instructional improvement cycle and preparing to gather implementation and outcome data. Following implementation of the instructional improvement cycles, in Workshops 5 and 6 teachers will analyze and reflect on their data, present their findings, and decide how to scale successful strategies. Throughout the cycle, teachers will submit planning templates, analysis exports, and reflection protocols, which Marzano Research will compile into a **Strategies in Action report** to share learning across the school and/or district.

All training and coaching sessions are assumed to be virtual, although they can be made face-to-face should the district prefer that option.

Table 2. Sample Scope and Sequence for Teacher Engagement

Session	Purpose	Timing	Local Evidence Generated
Introduction	Introduce educators to the Teacher as Researcher process	1 hour synchronous	School climate survey 1 Teacher knowledge and efficacy pre-survey
1: Framing the Inquiry	Identify actionable improvement need	2 hour synchronous workshop	Workshop exit survey
Mini Module: *How Do You Know It's a Strategy?*	Help educators select evidence-based and curriculum aligned strategies to address their improvement need	15 minute asynchronous learning that can be revisited	
Coaching 1	Support to finalize improvement need and select a strategy	1 hour, scheduled with teachers in each cohort	Coaching notes

Session	Purpose	Timing	Local Evidence Generated
2: Strategy Selection	Match HQIM-aligned strategy to improvement need	2 hour synchronous workshop	Workshop exit survey
3: Study Design	Draft quasi-experimental study design	2 hour synchronous workshop	Workshop exit survey Teacher planning templates
Coaching 2	Support in crafting a concrete implementation and data collection plan	1 hour, scheduled with teachers in each cohort	Coaching notes
Mini Module: *Effect Size Demystified*	Understand effect sizes & practical significance.	15 minute asynchronous learning that can be revisited	
4: Data-Collection Routines	Explore assessment and student work samples to measure impact of evidence-based strategy	2 hour synchronous workshop	Workshop exit survey Instructional Improvement Cycle analysis exports
Coaching 3	Support in collecting look-for evidence during implementation	1 hour, scheduled with teachers in each cohort	Coaching notes
5: Data Analysis	Analyze and interpret cycle data.	2 hour synchronous workshop	School climate survey 2 Teacher reflection notes
Coaching 4	Support in using data to drive the next instructional improvement cycle (tweak current strategy or select new one)	1 hour, scheduled with teachers in each cohort	Coaching notes
6: Scaling & Sharing	Analyze and interpret cycle 2 data; present findings; craft scaling plan.	2 hour synchronous workshop	Workshop exit survey Teacher reflection notes Teacher knowledge and efficacy post-survey
Final Strategies in Action Report	Supports PLCs, educators, and district leaders in making informed decisions about what strategies work.	1 hour debrief, scheduled with building and district leadership	Aggregated results at building or district level

This sequence authentically engages educators in structured inquiry and application, reinforcing a “learn-do-reflect” model of adult learning. Participants receive regular, actionable feedback and have protected time for guided planning and collaborative analysis—features essential for lasting instructional change.

This structure ensures that participants engage in curriculum-embedded professional learning that is directly linked to student outcomes and district priorities.

Surveys for Measuring Culture
Marzano Research will administer school climate and learning culture surveys aligned with Learning Forward's professional learning standards. These tools assess factors such as collaboration norms, psychological safety, leadership alignment, and perceived instructional support—key indicators of a learning-focused environment. We will disaggregate data by role and school to guide system-level reflection and adaptation.

Processes for Educator Collaboration
Educators work in cohorts of 10–15 participants, organized around professional learning communities (PLCs), grade levels, or instructional teams. Every phase of the Teacher as Researcher instructional improvement cycle involves peer collaboration:

- Co-design of improvement cycles
- Peer feedback protocols
- Shared planning templates and implementation walkthroughs

Collaboration is scaffolded through workshop activities, coaching, and facilitated debriefs that encourage collective ownership of learning.

Marzano Research will work with KCS to identify the teacher cohorts who will participate, according to the district's needs. Each cohort will include up to 15 educators who meet regularly in synchronous workshops and coaching sessions and apply their learning in the classroom through action research cycles. Examples of potential cohorts include:

- Teachers within a single school who participate in the same PLCs
- Grade and subject alike cohorts of educators across the school district
- Subject area teams and instructional coaches within a school

Processes for Measuring Impact on Student Learning
Our custom Analysis Tool enables teachers to upload student data and calculate effect sizes, helping them understand the real-time impact of their instructional changes.

These data points, along with implementation notes, are aggregated at the cohort level and shared during quarterly leader check-ins, allowing school and/or district leaders to understand trends and identify high-impact strategies for broader adoption. Participants will engage in quasi-experimental research cycles using Marzano Research's Teacher as Researcher tools, which include:

- Effect size calculators
- Implementation note catchers
- Data analysis and reflection worksheets

These tools allow educators to evaluate the impact of instructional strategies on student outcomes in a rigorous yet accessible way. Mid-cycle progress briefs and end-of-cycle Strategies in Action reports help school and district leaders see clear evidence of strategy effectiveness and subgroup outcomes.

Processes for Building Educator Discernment

Building discernment means helping teachers critically evaluate instructional strategies in relation to student needs and curricular context. Our curated strategy bank includes concise evidence briefs aligned to Every Student Success Act (ESSA) evidence tiers, HQIM, and content standards. Teachers learn to interpret the strength of research evidence and adapt strategies to fit their unique contexts, using implementation planning templates that prompt consideration of student needs, learning goals, and pacing constraints. In doing so, teachers strengthen both their pedagogical judgment and their alignment to district instructional materials. Marzano Research's approach is grounded in research-based adult learning principles (Brookfield, 2107; Kolb, 2014; Darling-Hammond et al., 2017; Knowles et al., 2020). Learning experiences are:

- **Action-Oriented**: Teachers test instructional strategies through classroom implementation and collect real-time evidence of impact
- **Relevant**: Content is embedded in teachers' existing curriculum and directly aligned to district HQIM
- **Collaborative**: Workshops emphasize peer discussion, planning, and shared reflection
- **Reflective**: Participants analyze student data and assess their instructional practices
- **Sustained**: The program is sequenced over the school year and designed to scale through leadership development and peer mentorship

This model ensures that participants are not passive recipients of training, but active practitioners co-constructing knowledge and drawing connections between strategy and student learning.

Processes for Leader Capacity Building

School and district leaders play a central role in sustaining the work. Leaders have opportunities to deeply engage in the program through:

- Participation in all workshops
- Quarterly data debriefs to interpret cohort trends and identify strategic supports
- A Leadership Walkthrough Guide for identifying strategy implementation in classrooms, including look-fors, observation prompts, and reflection questions, paired with optional quarterly site-visits providing training and support for walkthroughs and sustainability planning
- Optional certification to become internal Teacher as Researcher facilitators beginning in Year 2, enabling them to independently facilitate cycles and mentor future cohorts

Our delivery model is designed not only to improve instruction but to build the internal capacity necessary to sustain and scale this work across the district. Ideally delivered over the course of multiple years, the model includes:

- **Mentor development**: Cohort 1 participants are prepared to support subsequent cohorts

- **Actionable reporting**: The annual Strategies in Action report documents findings and examples that inform school- and/or district-wide professional learning
- **Leadership support**: We lead quarterly training and capacity building meetings with school leaders, co-develop routines, and create facilitation resources that enable schools to continue cycles of improvement independently

By embedding tools, protocols, and processes in the district's professional learning infrastructure, Knox County Schools will be positioned to sustain and expand the work without ongoing external support. We will assign a dedicated project lead, a team of facilitators, and implementation coaches who will collaborate with KCS leaders through regular check-ins, milestone reviews, and shared planning tools to ensure alignment, timeliness, and high-quality delivery. This delivery model is responsive, research-based, and scalable—designed to equip educators and leaders to improve instruction, drive student outcomes, and create a culture of learning that endures well beyond the end of the contract.

Deliverables and Reporting

Throughout the engagement, Marzano Research will provide Knox County Schools with a comprehensive set of deliverables that fulfill documentation requirements and serve as practical, enduring tools for instructional growth. At each stage of the implementation, we will share:

- Access to a curated **evidence-based strategy bank** that has been aligned to district HQIM (see example of a strategy aligned for SC included in Tab III Section V).
- Professionally designed **workshop slide decks** and **facilitator guides** that support consistency across delivery (examples included in Tab III Section V).
- Documentation of teachers' work through **planning templates** and data exports from the **Analysis Tool**, offering a transparent record of implementation decisions and instructional impact (see example of template in Toolkit included in Tab III Section V).
- **Pre- and post-surveys** that capture shifts in school culture, teacher efficacy, teacher knowledge, and perceptions of professional learning.
- **Quarterly implementation summaries** that assess and synthesize progress across cohorts and highlight emerging trends.
- **Quarterly site-visits** with training centered around the **Leadership Walkthrough Guide** and using quarterly implementation summaries to plan for sustainability.
- A **Strategies in Action report** compiled at the close of each cycle featuring examples from participating educators, including their selected strategies, cycle designs, classroom data, and reflections on student learning. This report becomes both a capstone product and a forward-looking planning tool for school and district leaders.
- An invitation to **co-author a blog series with participating educators** to showcase local successes and amplify the voices of teacher-leaders who are building a culture of inquiry in their schools.

These deliverables are intentionally designed to do more than document activities—they serve as capacity-building assets that equip Knox County Schools with the tools, language, and evidence needed to sustain and scale instructional improvement.

By embedding the Teacher as Researcher model into existing PLC structures, aligning to high-quality instructional materials, and training leaders to sustain the work, Marzano Research offers a delivery model that is responsive to Knox County Schools' current needs and ready to scale. Our approach ensures that every educator grows as both a practitioner and a researcher, deepening instructional expertise and creating a system in which student success is not just the goal, but the expected result.

Management and Delivery Team

Marzano Research will assign a **dedicated project lead**, and dedicated **facilitators** and **implementation coaches** to work closely with Knox County Schools throughout any project that result from this request for proposals. See Tab V for details about the coaching team. Marzano Research will match coaches to cohorts based on cohort focus and coach expertise. The team will:

- Coordinate workshop logistics and materials
- Monitor fidelity of implementation
- Track cohort progress and learning outcomes
- Provide real-time support to educators and leaders

The project lead, facilitators, and coaches will be supported by a strong content development and communications team with expertise in customizing material to reflect local context and culture. Monthly check-ins, milestone reviews, and shared digital project tracking tools will ensure timely delivery, accountability, and responsiveness to district needs.

Period of Performance and Timeline

Marzano Research has provided sample timelines for a six month or full-year implementation during a school year. We will work with partner schools to establish implementation timelines.

Table 3. Project Timeline – 6-Month Implementation

Activity	2026					
	1	2	3	4	5	6
Kickoff meeting	■					
Monthly Check In meetings	■	■	■	■	■	■
Quarterly Leadership Check Ins			■			■
Quarterly Capacity Building Sessions		■		■		■
Introductory Session	■					
Workshop 1	■					
Workshop 2		■				
Workshop 3		■				

Activity	2026					
	1	2	3	4	5	6
Workshop 4						
Cycle 1						
Workshop 5						
Coaching Sessions						

Table 4. Project Timeline – Full Year Implementation

Activity	2025					2026					
	8	9	10	11	12	1	2	3	4	5	6
Kickoff meeting											
Monthly Check In meetings											
Quarterly Leadership Check Ins											
Quarterly Capacity Building Sessions											
Introductory Session											
Workshop 1											
Workshop 2											
Workshop 3											
Workshop 4											
Cycle 1											
Workshop 5											
Cycle 2											
Workshop 6											
Coaching Sessions											

Tab V: Experience and References

Founded in 2008, Marzano Research is a women-owned small business, certified by the Small Business Administration, and a certified benefit company. We partner with organizations to build on strengths and address challenges in early childhood and preK–16 education through professional learning through facilitation and coaching, applied research, program evaluation, and data analysis. We are experts at working with educators to use research and evidence to design and enhance educational practices at the classroom, school, and district levels.

Marzano Research is a fully remote company with company owners located in Denver, Colorado, and the Portland metropolitan area in Oregon. We have staff members located in California, Colorado, Florida, Montana, Oregon, and Washington. We provide services nationally and are experienced with remote collaboration using online meetings and shared document systems and onsite collaboration facilitating professional learning sessions, conducting site visits, and collecting data.

Experience with Similar Projects

The project descriptions in this section provide examples of similar work with school and district leadership teams to analyze data, identify solutions, and provide services that promote high levels of achievement for all learners.

Project 1. South Carolina Teacher as Researcher

Marzano Research engaged teachers from 35 schools across 18 districts in South Carolina in the Teacher as Researcher model. We provided structured professional development, personalized coaching, and ongoing support, empowering educators to actively select, test, and refine evidence-based instructional strategies through rigorous, classroom-based Instructional Improvement Cycles. Teachers systematically implemented strategies, collected student learning data, and reflected on outcomes, building their capacity to make informed instructional decisions directly aligned with their students' needs.

Marzano Research developed a comprehensive bank of evidence-based instructional strategies drawn from recommendations in the Institute of Education Sciences (IES) practice guides and other national centers. We aligned the strategies with South Carolina learning and teaching standards and best practices in mathematics, English language arts, cross-content instructional areas, behavior, and school and district leader strategies. Each strategy summary provides practical, teacher-friendly guidance, including explicit implementation steps, research evidence levels, and recommendations tailored to various instructional contexts.

Through this hands-on, data-driven approach, teachers demonstrated significant improvements in their confidence, instructional skills, and ability to apply evidence-based

methods effectively. The project's collaborative workshops, individualized coaching, and professional learning network strengthened teacher practices and increased enthusiasm and commitment to the teaching profession. This model serves as an exemplar for districts seeking to enhance instructional quality, foster teacher effectiveness, and promote educator retention by empowering teachers as reflective practitioners who continuously improve student outcomes.

Project 2. Coaching for Data Use, MTSS, and Evidence-based Instruction – Converse County School District #1, Wyoming (2022–present)

Marzano Research leads professional learning sessions for Converse District #1 leadership, teachers, and instructional coaches and provides individual leadership coaching for district leaders and group coaching for instructional coaches. This work builds the district's capacity to understand and implement effective literacy instruction and assessment practices. The professional learning sessions and coaching are grounded in Marzano Research-developed resources that include a data interpretation process to analyze teacher instructional practices and student achievement, a template for the development of high leverage instructional strategies, classroom modeling and observational protocols, and monitoring and reflection protocols. Initial outcomes related to this work include increased district-wide data-informed practices, defined multi-tiered systems of support for instruction and assessment, a reconfigured district-wide instructional coaching model, and high-performing collaborative teaming structures.

Project 3. Alaska Alternative Schools Continuous Improvement

Marzano Research provided training, coaching, and technical support to help the Alaska Department of Education and Early Development (DEED) and the state's 12 alternative schools conduct continuous improvement cycles. The improvement cycles were designed to field test practices from the Alaska DEED trauma-engaged framework. Over the course of the two-year project, we summarized the evidence base for key practices from the framework, helped the alternative schools analyze data to identify an improvement focus, and coached school leadership teams to design, implement and analyze the results for three continuous improvement cycles. Our work with AK DEED and the state's alternative schools demonstrates our ability to translate the principles of improvement science into actionable and educator friendly guidance and support. Our work with AK DEED also highlights our ability to align our continuous improvement approach with existing improvement and subject matter frameworks.

References (Attachment A)

References are provided in Attachment A.

- University of South Carolina Aiken
- Converse County School District #1
- Alaska Department of Education and Early Development

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: Marzano Research

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: University of South Carolina Aiken
Contact Person: Bridget Coleman Phone Number: 803.641.3792
Email Address: bridgetc@usca.edu Fax Number: _____
Nature of Contract: South Carolina Teacher as Researcher
Services Provided: Professional learning services
Dollar amount: $ 1,656,000 (over life of contract) Part of a statewide initiative
Contract start date: 12/2021 Contract end date: 5/2025

Name of Firm: Converse County School District #1
Contact Person: Dr. Andrea Gilbert Phone Number: 304.358.2942
Email Address: agilbert@ccsd1.org Fax Number: _____
Nature of Contract: Coaching for Data Use, MTSS, and Evidence-based Instruction
Services Provided: Professional learning and technical assistance services
Dollar amount: $ 500,753 (over life of contract)
Contract start date: 6/2022 Contract end date: Ongoing

Name of Firm: Alaska Department of Education and Early Development and Institute of Education Sciences
Contact Person: Sharon Fishel Phone Number: 907.465.6523
Email Address: sharon.fishel@alaska.gov Fax Number: _____
Nature of Contract: Alaska Alternative Schools Continuous Improvement
Services Provided: Professional learning and technical assistance services
Dollar amount: $ 260,500 (over life of contract)
Contract start date: 08/2023 Contract end date: 02/2025

Staff Qualifications and Organizational Chart

The team at Marzano Research brings together a diverse group of seasoned educators, researchers, and technical assistance providers with decades of experience across the PreK–16 education spectrum (Table 5). Our staff members have held roles as classroom teachers, administrators, consultants, and research leaders in both domestic and international settings. Collectively, they have led major federal and state initiatives, guided school and district improvement efforts, and developed evidence-based tools and strategies to improve instructional practices and student outcomes. Areas of expertise span literacy, career and technical education, inclusive instruction, formative assessment, teacher evaluation, curriculum and instruction, and college and career readiness. Team members have provided strategic support to education agencies across states including Alaska, Colorado, Idaho, Indiana, Florida, Kansas, Missouri, Montana, Nebraska, New Mexico, North Dakota, Ohio, Oregon, South Carolina, South Dakota, Washington, and Wyoming. They have a strong track record in bridging research and practice and facilitating capacity building among educators and leaders through coaching, training, and technical assistance.

The team's scholarly rigor is reflected in their substantial contributions to educational research and literature. Staff have authored peer-reviewed journal articles, practitioner-focused books, and implementation toolkits, and many hold doctoral degrees in fields such as educational psychology, curriculum and instruction, educational leadership, and the learning sciences. Their methodological expertise includes qualitative and mixed-methods research, randomized control trials, assessment design and validation, and data visualization. The team's ability to bridge research and practice ensures that their work is grounded in evidence while being responsive to the real-world needs of educators and students. This synergy of applied research, field experience, and policy insight enables Marzano Research to deliver high-impact solutions tailored to diverse educational contexts.

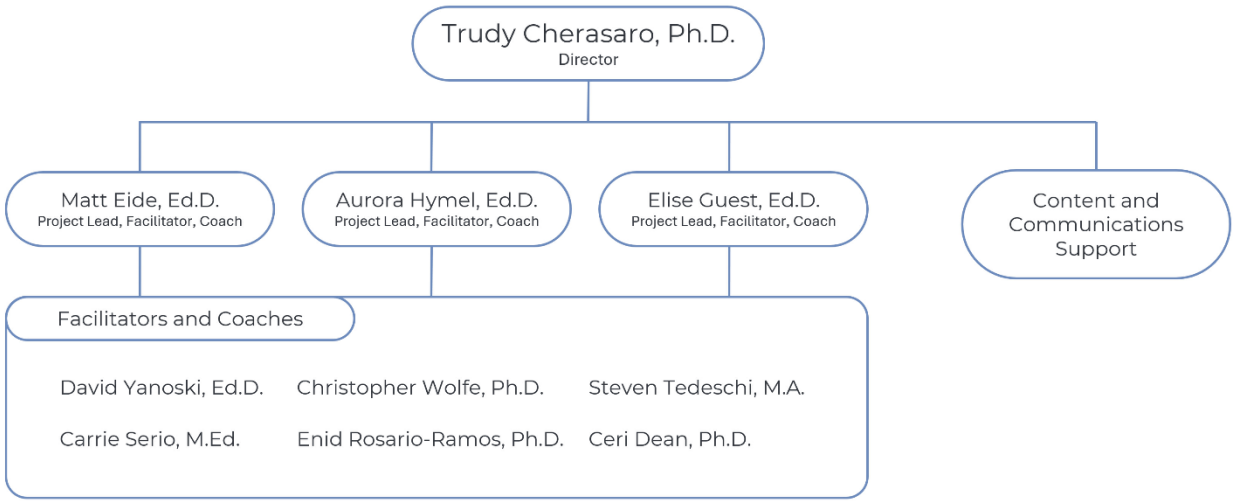
Table 5. Overview of Team Qualifications and Role

Team Member **Job Title** **Years with Company (Start date)**	**Project Role**
Trudy Cherasaro, PhD Director of Research 13 years (6/25/2012)	Project Lead, Facilitator, Coach
Ceri Dean, PhD Independent Consultant Consultant with Marzano Research since 2017	Facilitator, Coach
Matt Eide, EdD Managing Senior Education Improvement Specialist 5 years (4/20/2020)	Project Lead, Facilitator, Coach

Team Member Job Title Years with Company (Start date)	Project Role
Elise Guest, EdD Senior Education Improvement Specialist 3 years (7/12/2022)	Project Lead, Facilitator, Coach
Aurora Hymel, EdD Senior Education Improvement Specialist 2 years (7/5/2023)	Project Lead, Facilitator, Coach
Enid Rosario-Ramos, PhD Senior Researcher 2 years (6/26/2023)	Facilitator, Coach
Carrie Serio, MEd Education Improvement Specialist 2.5 years (1/18/2023)	Facilitator, Coach
Steven Tedeschi, MA Researcher 7 years (7/16/2018)	Facilitator, Coach
Christopher Wolfe, PhD Senior Researcher 3 years (5/2/2022)	Facilitator, Coach
David Yanoski, EdD Researcher 16.5 years (10/15/2008)	Facilitator, Coach

For any projects resulting from this request for proposals, senior staff will serve as project leads with a director providing oversight for the portfolio of Knox County Schools projects (see Figure 5).

Figure 5. Marzano Research Organizational Chart



Brief Narrative of Qualifications

In this section, we provide a brief narrative of the qualifications of proposed staff. Their resumes provide more details about their education credentials and relevant work experience. All team members are experienced Teacher as Researcher facilitators and coaches, as demonstrated in their resumes.

Trudy Cherasaro, PhD. A director of research at Marzano Research, Trudy has more than 20 years of experience providing educators with data, evidence, and practical tools to guide their decision making. She has directed large federal contracts; led evaluations of state, district, and university initiatives; provided training and technical support to educators; worked as a research coordinator in a school district; and taught online educator preparation courses. Trudy has led large-scale initiatives focused on enhancing the skills of educators to understand and use evidence-based instructional strategies in Nebraska and South Carolina. Her research includes examinations of teacher data use, classroom formative assessment, and state interventions in chronically low-performing schools. She has authored numerous peer-reviewed research articles and tools published by the Institute of Education Sciences and journals such as the *Journal of Research on Educational Effectiveness*. She received a doctorate in educational psychology, with an emphasis in research and evaluation, from the University of Virginia and a bachelor's degree from the University of Colorado.

Ceri Dean, PhD. An independent consultant with more than 30 years of experience developing and providing training, coaching, and technical assistance to educators at the state, district, and school levels, Ceri has worked with Marzano Research since 2017. She has directed large federal technical assistance and research centers and served in senior roles to manage, develop strategy, and oversee the development and delivery of training, technical assistance, and consulting services. Working with Marzano Research, she has coached educators who are supporting school and district leaders with their school improvement efforts and provided technical assistance to state education agencies in the areas of teacher evaluation, micro-credential system development, needs assessments, school improvement, leadership coaching, and instructional improvement. She is the co-author of *Classroom Instruction that Works, 2nd Edition* and has published in journals such as *Educational Leadership*, *Principal Leadership*, and *School Science and Mathematics*. Ceri holds a doctorate in curriculum and instruction, a master's degree in atmospheric science, and a bachelor's degree in atmospheric science and math education.

Matt Eide, EdD. A managing senior education improvement specialist at Marzano Research, Matt has more than two decades of experience in K–12 education as a teacher, district and school administrator, consultant, and youth development specialist. His primary areas of expertise include school and district improvement, training and coaching, data and evidence use, dropout prevention, re-engaging out of school youth, and alternative education. His recent work includes a project in Alaska that helped the state's 12 alternative schools use continuous improvement cycles to field test evidence-based practices intended to mitigate the impact of trauma and adverse childhood experiences.

Prior to joining Marzano Research, Eide worked as an administrator in Portland Public Schools, where he served as a senior director for academic programs; director of advanced academics, high school success, and dropout recovery; and project director for a federal innovation grant. Matt received a doctorate in educational leadership from the University of Oregon and a master's degree in secondary education from the University of California, Los Angeles.

Elise Guest, EdD. A senior education improvement specialist at Marzano Research, Elise has worked as a special education teacher, K–12 Principal, and PreK–12 curriculum director in Montana and Oregon in the United States and in education systems in Africa and Singapore. She provides professional learning and coaching services to create and evaluate preK–12 literacy plans and associated multi-tiered systems of support in multiple districts in Wyoming, to develop the leadership capacity of Idaho superintendents and principals, and to develop an effective coaching model to foster shared leadership for the full implementation of inclusive instructional practices in Ohio. She holds a doctorate of education in education, methodology, policy, and leadership from the University of Oregon.

Aurora Hymel, EdD. A senior education improvement specialist at Marzano Research, Aurora has more than two decades of experience in education. She has been a teacher in Mexico, Colombia, and Texas and served as a school-based administrator and principal in Texas and as a central office leader in Houston, Texas, and Portland, Oregon. Aurora's primary areas of expertise are career and technical education, college and career readiness, the career academy model, school improvement, advanced coursework programming, and the middle grades. Most of her experience has been in large urban districts, working with public educators. She holds a Doctorate of Education from the University of Houston in professional leadership and a Bachelor of Arts in history from Trinity University.

Enid Rosario-Ramos, PhD. A senior researcher at Marzano Research, Enid has extensive experience with qualitative and mixed-methods projects and program evaluation, and her areas of expertise include literacy development, youth civic engagement, secondary education and teacher preparation, social development, and personal growth skills. Currently, she leads an evaluation of a federal Comprehensive State Literacy Development (CSLD) grant and is responsible for developing data collection tools, overseeing data collection and analysis, and leading the drafting and submission of reports to the grantee. She has taught teacher preparation courses at the undergraduate and graduate levels at Northwestern University and the University of Michigan. She has published in journals such as *Research in the Teaching of English* and *The Journal of Higher Education*, Enid is a proud and fully bilingual native of Puerto Rico. She received a Bachelor of Arts in psychology at the University of Puerto Rico and a Master of Arts and a Doctorate in learning sciences at Northwestern University.

Carrie Serio, MEd. An education improvement specialist at Marzano Research, Carrie has more than 20 years of education experience in a variety of roles, including classroom teacher, interventionist, instructional coach, language specialist, and district coordinator.

Her recent projects include work with state and local education agencies in Alaska, Oregon, and Wyoming focused on developing, implementing, and evaluating statewide literacy strategic plans and frameworks and providing technical assistance and coaching to support implementation of evidence-based literacy instruction at the local level. Carrie has worked closely with school districts in Wyoming, providing training, coaching, and technical support to improve MTSS systems, literacy instruction, and student outcomes. Carrie earned a Master of Education in reading as well as an endorsement in culturally & linguistically diverse education from Regis University in Colorado and a bachelor's degree in sociology from the University of Colorado at Boulder.

Steven Tedeschi, MA. A researcher at Marzano Research, Steven has a combined 14 years of experience in education as a classroom practitioner, coach, researcher, and a technical assistance provider. Steven has led and supported projects that include working with three rural districts in Washington seeking to further their tech-enhanced learning initiatives; coaching school leaders in Alaska alternative schools to increase their knowledge and skills to interpret data and their capacity to conduct and sustain continuous improvement cycles; and conducting studies related to college, career, and civic readiness; career and technical education; and implementation of Native American curricula. He is a Teach For America alumnus and has taught in tribal, traditional public, and charter schools. Before his career in education, he was an airman in the U.S. Air Force. Steven received a Master of Arts in urban education policy from Brown University and a Bachelor of Arts in history from Rhode Island College.

Christopher Wolfe, PhD. A senior researcher at Marzano Research, Chris has extensive experience in randomized control trials, measure development, assessment development and validation, analysis, and data visualization and reporting. His content expertise includes early learning, literacy, mathematics curriculum and instruction, Response to Intervention, and special education. His current work includes a study of the Missouri assessment and accountability system, technical assistance to support Missouri leaders and leadership teams in developing a deep and nuanced understanding of their assessment and survey data to set priorities and plan for school improvement, and toolkit development to support evidence-based practices for using technology in postsecondary education based on an IES practice guide. He has published in peer-reviewed journals such as the *Journal of Research on Educational Effectiveness*, *Early Childhood Research Quarterly*, and *Educational Psychology*. He received a Bachelor of Arts in psychology at Hanover College in Indiana and a Master of Science and doctorate from Georgia State University.

David Yanoski, EdD. A researcher at Marzano Research, David taught middle school for 15 years before transitioning to education research in 2008. He has served as the project lead and lead facilitator for projects related to career and technical education; competency-based education; standards and curriculum development, revision, and assessment; educator evaluation, and educator preparation. He has provided qualitative research, literature scans, small and large group facilitation, focus groups and interviews, and technical consultation for projects. David is also a skilled presenter and facilitator and has developed materials for and provided in-person and online training and meeting

facilitation, individual coaching, and webinars for numerous projects. He is a co-author of numerous reports and two books, *Using Common Core Standards to Enhance Classroom Instruction and Assessment* and *Proficiency Scales for the New Science Standards*. He earned a Doctor of Education from the University of Colorado Denver in leadership focused on professional learning and technology, a Master of Arts in education from the University of Phoenix, and a Bachelor of Science in secondary education from Midland University.

Staff Resumes

Trudy Cherasaro, PhD

Ceri Dean, PhD

Matt Eide, EdD

Elise Guest, EdD

Aurora Hymel, EdD

Enid Rosario-Ramos, PhD

Carrie Serio, MEd

Steven Tedeschi, MA

Christopher Wolfe, PhD

David Yanoski, EdD

Trudy L. Cherasaro, Director

trudy.cherasaro@marzanoresearch.com 720.463.3600 ext. 114

Primary Areas of Expertise

- Research expertise: study design, randomized controlled trials, instrument development, structural equation modeling, qualitative data analysis, data visualization and reporting
- Content expertise: classroom and benchmark assessments, data analysis for continuous improvement, accountability systems, educator evaluation systems, teacher retention, teacher preparation, gifted education

Education

PhD	Educational Psychology *(emphasis in research and evaluation, and gifted education)* University of Virginia, Charlottesville, VA	2005
BA	Psychology, University of Colorado at Denver, Denver, CO	1998

Specialized Training, Certifications, Honors

What Works Clearinghouse Certified Reviewer: Single Case and Group Design Standards	
Summer Research Training Institute on Cluster Randomized Trials	2012
Outstanding Dissertation Award, Curry School of Education, University of Virginia National	2006

Professional Experience

Marzano Research, Denver, CO	**2012–Present**
Director	*2016–Present*
Director, Regional Educational Laboratory (REL) Central	*2017–2022*
Deputy Director, Regional Educational Laboratory (REL) Central	*2014–2017*
Senior Researcher	*2012–2016*
Mid-continent Research for Education and Learning (MCREL), Denver, CO	**2007–2012**
Principal Researcher	
Senior Researcher	
Albemarle County Public Schools, Charlottesville, VA	**2004–2007**
Coordinator of Research and Program Evaluation	
Casenex, University of Virginia, Charlottesville, VA	**2003–2009**
Course Instructor	
Educational Consultant	**2001–2007**
Independent Contractor	

Selected Project Experience

CTE Workplace Specialist Program Impact and Effectiveness Study **2025–present**

Funded by the Indiana Commission for Higher Education

Role: Project Director

Leads an evaluation of Indiana's CTE Workplace Specialist I Training Program, using mixed methods to assess program effectiveness, instructor preparation, and workforce retention. Directs a multi-phase study involving stakeholder interviews, surveys, administrative data analysis, and cross-state comparisons to inform strategic improvements.

Foundational Review and Analysis for Employability Skills Framework 2.0 **2024–present**
Funded by the U.S. Department of Education, Office of Career, Technical, and Adult Education (Contract # 91990023D0030)
Role: Project Director

Leads a project to conduct a comprehensive environment and literature scan to inform updates to the U.S. Department of Education's Office of Career, Technical and Adult Education (OCTAE) Employability Skills Framework. Leads a team conducting a comprehensive environment and literature scan, analyzing current employability skills, and synthesizing information on skills critical for success in evolving jobs. Directs the team in convening and facilitating stakeholder panels and briefings to gather feedback and refine results.

Success-Ready Students Network (SRSN) Data Analytics and Technical Assistance **2023–Current**
Funded by the Kaufman Foundation and the Missouri Department of Elementary and Secondary Education
Role: Expert Advisor and Project Oversight

Provides guidance on a project supporting the SRSN in designing a new assessment and accountability system for Missouri. This work involves analyzing and displaying interim assessment data to evaluate achievement across more than 40 Missouri school districts.

Teacher as Researcher **2020–2025**
Multiple projects sponsored by state and local education agencies and institutes of higher education; conducted in various sites:

- *Denali Borough School District, Healy, Alaska*
- *South Carolina Department of Education*
    - *Initiative involved 189 teachers in 42 schools across 22 districts and 2 teacher preparation programs (Coastal Carolina University and University of South Carolina Aiken)*
- *Texas A&M International University*
- *York Public Schools, York, Nebraska*

Role: Project Lead, Coach, Facilitator, Content Developer

Developed training materials and resources for strategy database. Facilitated professional learning sessions and coached classroom teachers and pre-service teachers to design and implement quasi-experimental action research projects. For the South Carolina Department of Education, led a project to develop statewide systems and professional development to help teachers select, implement, and examine the effectiveness of evidence-based instructional strategies. Designed professional development and supports educator teams in understanding and identifying evidence-based strategies, testing them in the classroom, and using the results to adjust their instruction.

Regional Educational Laboratory (REL) Northwest **2022–2025**
Funded by the Institute of Education Sciences REL Northwest (Contract #91990022C0009)
Role: Partnership and Project Lead

Led a partnership and projects with Portland Public Schools (PPS) to support PPS in evaluating the implementation of their High School Success Plan. Led projects with Lower Kuskokwim School District in Alaska focused on improving working conditions for teachers to increase teacher retention.

Evaluation of the Region IV Equity Assistance Center (EAC) Program **2017–2022**
Funded by the Metropolitan State University of Denver through a U.S. Department of Education grant
Role: Project Director

Leads a research team to evaluate the implementation and outcomes of the technical assistance provided by the EAC through ongoing surveys and case studies.

Regional Educational Laboratory (REL) Central **2017–2022**

Funded by the Institute of Education Sciences REL Central (Contract # ED-IES-17-C-0005)
Role: Director

Oversaw more than 80 technical support projects, 17 applied research studies, and led cross-REL activity focused on Rural Education to support a seven-state region. Technical support and applied research projects included projects related to personalized learning, early childhood education, school improvement, American Indian education, teacher equity and rural education. Applied research projects included descriptive, correlational, and quasi-experimental design studies. Engaged in ongoing communication with IES and led project management and reporting for the contract.

Selected projects:

- Study of the impact of career and technical education on postsecondary outcomes in Nebraska and South Dakota
- Study of variations in district strategies for remote learning during the COVID-19 pandemic
- A study to analyze and summarize the research on online and blended learning programs
- Analysis and synthesis of data and information on patterns in access to and participation in dual enrollment by locale and income level
- A study to examine the association between students' foundational knowledge and skills in grade 7 and students' Algebra I achievement in grade 8

Educator Evaluation Research **2017–2018**

Funded by the Michigan State Department of Education
Role: Principal Investigator

Oversaw all aspects of a project that included a literature review to identify best practices in educator evaluation, a survey to examine district implementation of best practices, a comparable state review to identify potential state supports, case studies of low and high implementing districts to understand facilitators and barriers to implementation, and a teacher survey to examine evaluator feedback.

Regional Educational Laboratory (REL) Central **2012–2017**

Funded by the Institute of Education Sciences (Contract # ED-IES-12-C-0007)
Role: Deputy Director, Research Alliance Lead, Principal Investigator

Served as Deputy Director for REL Central, one of 10 laboratories funded by the U.S. Department of Education's Institute of Education Sciences. REL Central provides education research, dissemination, and technical support services to educators and policymakers in Colorado, Kansas, Missouri, Nebraska, North Dakota, South Dakota, and Wyoming. Participated in and led numerous projects, including a systematic review of the evidence on formative assessment and elementary school student academic achievement, and a study to summarize the research on the association between state interventions in chronically low-performing schools and student achievement.

Development of a Process and Tools for Examining Teacher Instructional Strategies **2013–2015**

Funded by the Institute of Education Sciences REL Central (Contract # ED-IES-12-C-0007); conducted in partnership with York Public Schools, Nebraska
Role: Project Lead

Provided technical assistance to develop a process for cohorts of teachers to select and test instructional strategies to determine the effectiveness of the strategy and create a spreadsheet tool that allows teachers to calculate effect sizes.

Evaluation of Denver Public Schools Teacher Performance Evaluation System (LEAP) **2011–2012**
Funded by Denver Public Schools, Denver, CO
Role: Principal Investigator

Designed and conducted an evaluation of the district's newly developed teacher performance assessment system. The evaluation project included collection and analysis of reliability and validity evidence for the observation framework and a program evaluation.

Selected Projects conducted at Albemarle County Public Schools, Charlottesville, VA **2004–2007**
Role: Project Lead

Strategic Planning (2004-2007) Led the data team for the strategic planning in the district.
Five Year Gifted Programming Plan (2004-2005) Research member of the committee to develop a five-year gifted program plan for the district.
Selection and Implementation of an Information Management System (2006–2007)
Led the development team for an assessment item bank, a framework for administrators, and reporting features for administrators and classroom teachers.
Teacher Performance Appraisal System (2004–2007) Led the evaluation to collect and analyze feedback from teachers and administrators to inform the system.

Selected Publications

Yanoski, D. C., Gagnon, D., Schoephoerster, M., McCullough, D., Haines, M., & **Cherasaro, T. L.** (2021). *Variations in district strategies for remote learning during the COVID-19 pandemic* (REL 2021–118). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Gagnon, D., Liu, J., & **Cherasaro, T.** (2021). *Understanding access to and participation in dual enrollment by locale and income level* (REL 2021–089). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Tedeschi, S. E. J., Brodersen, R. M., Schramm, K., Haines, M., Liu, J., McCullough, D., Eide, M., & **Cherasaro, T.** (2021). *Measuring civic readiness: A review of survey scales* (REL 2021–068). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Stewart, J., Rhoads C., Serdiouk, M., Van Dine, D., **Cherasaro, T.,** & Klute, M. (2019). *Associations between the qualifications of middle school Algebra I teachers and student math achievement.* (REL 2020-005). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Klute, M., **Cherasaro, T.**, & Apthorp, H. (2016). *Summary of research on the association between state interventions in chronically low-performing schools and student achievement* (REL 2016–138). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Cherasaro, T. L., Brodersen, R. M., Reale, M. L., & Yanoski, D. C. (2016). *Teachers' responses to feedback from evaluators: What feedback characteristics matter?* (REL 2017–190). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Cherasaro, T. L., Brodersen, R. M., Yanoski, D. C., Welp, L. C., & Reale, M. L. (2015). *The Examining Evaluator Feedback Survey* (REL 2016–100). Washington, DC: U.S. Department of Education,

Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Cherasaro, T. L., Reale, M. L., Haystead, M., & Marzano, R. J. (2015). *Instructional improvement cycle: A teacher's toolkit for collecting and analyzing data on instructional strategies* (REL 2015–080). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Cherasaro, T.L., Yanoski, D., & Swackhamer, L. (2015). *A guide for monitoring district implementation of educator evaluation systems* (REL 2015-069). Washington, DC: U.S. Department of Education, Institutes of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory.

Apthorp, H., Randel, B., **Cherasaro, T.**, Clark, T., McKeown, M. and Beck, I. (2012). Effects of a supplemental vocabulary program on word knowledge and passage comprehension. *Journal of Research on Educational Effectiveness, 5*(2)*,* 160-188.

Beesley, A.D., Mackety, D., Cicchinelli, L.F., Shebby, S., Rainey, J., and **Cherasaro, T.** (2012). Profiles of partnerships between tribal education departments and local education agencies (REL 2012–137). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Igel, C., Apthorp, H., **Clemons, T.**, & Bachler, S. (2010). Summarizing and note taking. In Beesley, A. D., & Apthorp, H. S. (Eds.), Classroom instruction that works second edition research report (pp. 32-45). Denver, CO: Mid-continent Research for Education and Learning.

Clemons, T., Igel, C., & Beesley, A. (2010). Reinforcing effort and providing recognition. In Beesley, A. D., & Apthorp, H. S. (Eds.), Classroom instruction that works second edition research report (pp.46-55). Denver, CO: Mid-continent Research for Education and Learning.

Igel, C., **Clemons, T.**, & Clark, T. (2010). Homework and practice. In Beesley, A. D., & Apthorp, H. S. (Eds.), Classroom instruction that works second edition research report (pp. 56-71). Denver, CO: Mid-continent Research for Education and Learning.

Clemons, T., Igel, C., & Gopalani, S. (2010). Nonlinguistic representations. In Beesley, A. D., & Apthorp, H. S. (Eds.), Classroom instruction that works second edition research report (pp.72-83). Denver, CO: Mid-continent Research for Education and Learning.

Igel, C., **Clemons, T.**, & Apthorp, H. (2010). Setting objectives and providing feedback. In Beesley, A. D., & Apthorp, H. S. (Eds.), Classroom instruction that works second edition research report (pp. 105-113). Denver, CO: Mid-continent Research for Education and Learning.

Clemons, T., Igel, C., & Allen, J. (2010). Cues, questions and advance organizers. In Beesley, A. D., & Apthorp, H. S. (Eds.), Classroom instruction that works second edition research report (pp.130-139). Denver, CO: Mid-continent Research for Education and Learning.

Germeroth, C**.** & **Clemons, T.** (Summer, 2010). Building partnerships that work: On-site teacher preparation classes. *CREATE newsletter,* 13(4)*.*

Kendall, J. S., Williams, J. M., Ryan, S. E., & **Clemons, T.** (2010). *An Evaluation of the Missouri Teaching Standards*. Denver, CO: Mid-continent Research for Education and Learning.

Harris, R. C., **Clemons, T.**, Williams, J., & Fermanich, M. (2009). *The Greater Louisville Education Project Report*. Jefferson County Public Schools, Louisville, KY.

Clemons, T. L. (2008). *Underachieving gifted students: A social cognitive model* (RM08234). Storrs, CT: NRC/GT, University of Connecticut.

Clemons, T. L. (2007). The impact of significant life changes on gifted students. In J. A. Plucker & C. M. Callahan (Eds.), *Critical issues and practices in gifted education; What the research says* (pp. 335-344) Austin, TX: Prufrock.

CERI B. DEAN
2013 Lindenmeier Road, Fort Collins, CO 80524
970-227-0061 | ceridean47@gmail.com

PRIMARY AREAS OF EXPERTISE

- Designing and supporting sustainability of school and district-level reforms
- Technical assistance and professional development at the school, LEA, and SEA level
- School improvement planning and implementation
- Data-driven decision making
- Professional development planning and methods
- Development of professional learning materials
- Development and implementation of standards (content, teacher, leader)
- Implementation of research-based instructional strategies

EDUCATION

Ph.D. Curriculum and Instruction (Mathematics Education), University of Connecticut at Storrs, 1993

M.S. Atmospheric Science, Colorado State University, Fort Collins, CO, 1979

B.S. Mathematics Education and Atmospheric Science, State University of New York at Albany, 1974

PROFESSIONAL EXPERIENCE

Dean Education Consulting, LLC

2015-present **President and Owner**
Manages all aspects of this woman-owned business and provides consulting services to state education agencies, districts, schools, and technical assistance providers in the areas of professional development planning and implementation, design and development of professional development materials, standards development and implementation, school and district improvement, and other technical assistance.

Mid-continent Research for Education and Learning (McREL), Denver, CO

2012-2015 **Senior Fellow**
2006-2012 **Vice President for Field Services**
2002-2006 **Senior Director**
1998-2002 **Principal Consultant**
1992-1998 **Senior Associate**
Responsible for business, product, and program development; supported, advised, and consulted with Institutional Development staff on responses to, or leadership of, proposal writing efforts. Mentored staff with potential as conceptual, program, or project leadership. Collaborated with other senior leaders in the organization to develop business strategy; explored new markets for McREL products and services, managed relationships with major sponsors or other important funding agencies; served as key contact for partners. Represented the organization in a variety of contexts; prepared scholarly publications and reports for submission to refereed journals and presentation at regional and national conferences; interacted with important policy groups at national level and promoted positive image of the organization. Served as the Principal Investigator on funded projects, managing budgets, staffing, and timelines to ensure successful completion of project; participated in the design and development of training materials and provision of technical assistance in areas of expertise.

1991-1992 **Education Consultant**
Facilitated meetings of the Eighth Grade Curriculum Writing Project and assisted teachers in the development of instructional materials for the Providence School Department. Provided technical assistance to The College Board, Project EQUITY 2000 in Providence.

1987-1992 **Editorial Consultant**
Janson Publications, Providence, RI
Responsible for making recommendations concerning which manuscripts to publish, editing and authoring manuscripts, preparing product descriptions for catalogue, and making product presentations at mathematics teacher conferences.

1979-1984 **Teacher**
Air Academy High School, Colorado Springs, CO – high school mathematics (1983-1984)
Washoe High School, Reno, NV – high school science and mathematics in an alternative school setting (1979-1983)
Truckee Meadows Community College, Reno, NV – Basic mathematics (1979-1980)

1977-1979 **Graduate Research Assistant**
Colorado State University, Fort Collins, CO
Responsible for conducting research studies in meteorology using geostationary satellite data.

1974-1977 **Meteorological Observer**
U.S. Army active duty, White Sands Missile Range, NM
Assist researchers in the interpretation and application of meteorological satellite data.

SELECTED PROJECT EXPERIENCE

Major responsibilities have included leading and participating in projects in a variety of areas including standards implementation, school and district improvement, technical assistance to states, and development of products, such as McREL's *Success in Sight*—a systemic approach to continuous improvement.

Teacher as Researcher (2023–2025)
Multiple projects sponsored by state and local education agencies and institutes of higher education; conducted in various sites:

- South Carolina Department of Education
  Initiative involved 189 teachers in 42 schools across 22 districts and 2 teacher preparation programs (Coastal Carolina University and University of South Carolina Aiken)
- Texas A&M International University

Facilitated professional learning sessions and coached classroom teachers to build skills in testing and evaluating instructional strategies through teacher-designed classroom experiments.

Ohio Leadership for Inclusion, Implementation, and Instructional Improvement (2020–present)
Funded by the Ohio Department of Education through a grant to the University of Cincinnati
Summarize and present research on effective leadership to improve student outcomes. Plan and facilitate professional development for 45-50 experienced leadership coaches assigned to coach principals who are leading their schools in implementing evidence-based inclusive instructional practices. The professional development series for coaches combines research on effective school leadership and change with research-based practices and principles for leadership consultants and

coaches. The training is designed in collaboration with staff from the Systems Development and Improvement Center at the University of Cincinnati and delivered through a combination of virtual full-day professional development sessions and periodic hour-long webinars.

Ohio State Support Team (SST) Statewide Professional Development 2020–Present
Funded by the Ohio Department of Education through a grant to the University of Cincinnati
Train SST staff in research and best practice for facilitating change and improvement as an external change agent. The state of Ohio funds regional State Support Teams that employ consultants with expertise in school improvement areas such as special education, multi-tiered systems of support, leadership, and content-based instruction and assessment. The project provides training in performance coaching to expand the skillset of SST consultants from subject matter experts to coaches who can draw on their subject matter expertise and a strong coaching skillset to facilitate learning and growth in professional educators and leaders in the schools and districts their SSTs are assigned to serve. The training is designed and delivered in collaboration with the Ohio Department of Education and staff from the Systems Development and Improvement Center at the University of Cincinnati. The training is delivered in monthly 3-hour core sessions and includes monthly smaller-group professional learning community sessions of SST consultants in which participants deepen and apply their learning from the core sessions.

Regional Educational Laboratory (REL) Central (2017-2022)
U.S. Department of Education
Serve as consultant providing technical assistance for three Research Alliance projects with SEAs: development of leader and teacher evaluation systems and special education staffing guidelines in WY and development of the ND Native American Needs Assessment and associated action plan. Presented a webinar on family engagement in education reform. Also assisting with development of the research partnership in WY.

Teacher Leadership Micro-Credentials Development Project (2018-2019)
Colorado ASCD
Developed three teacher leadership micro-credentials for CO ASCD as part of its efforts to promote and recognize teacher leadership. The micro-credentials provide teachers opportunities to demonstrate that they have developed a range of leadership skills that enable them to work collaboratively with colleagues to improve teaching and learning.

High School Assessment in North Dakota (Fall 2018)
North Dakota Department of Public Instruction (NDDPI)
Assisted the state in preparing its high school assessment plan for peer review.

Regional Educational Laboratory (REL) Pacific (2013-2015)
U.S. Department of Education
Served as interim REL Pacific director (February-June 2015) and as co-leader of Task 3 (August 2013-June 2015). As director, provided guidance and oversight for all REL tasks, managed staffing and budgets, reviewed materials, managed relationships with REL subcontractors and board members from each state/entity, and interacted with U.S. Department of Education staff about the progress of the REL work. As Task 3 co-lead, provided oversight to research/practice partnership projects that provided training and technical assistance on such topics as using a systematic data process, developing research questions, developing college and career readiness indicators, understanding longitudinal data systems, and engaging parents and community members in schools. Assisted staff in developing training materials, reviewed materials, coordinated work with other tasks, wrote reports, and worked with staff to develop annual plan.

Colorado Close the Achievement Gap Project (2009-2011)
Roaring Fork School District, Glenwood Springs, CO
Served as Project Director, provided leadership to McREL staff who provided professional development to help principals monitor instruction and support teachers in improving instructional practice and help teachers use research-based instructional strategies, especially with ELL students. Provided professional development and technical assistance to the district leadership team to help them design and implement the district's initiative to close the achievement gap between groups of students.

Success in Sight* Development Project *(2008–2009)
Co-authored six professional development modules to guide principals and their school leadership teams in learning how to lead school improvement. The modules help teams use a continuous improvement process that includes using a four-step data process, use research-based practices associated with improved student achievement, and share leadership for improvement. Provided guidance to teams implementing the Success in Sight professional development and associated technical assistance in 26 schools.

North Central Comprehensive Center (2006–2008)
U.S. Department of Education
Served as Director, oversaw the work of state liaisons as they designed and carried out a plan of work for each of five states, provided technical assistance for specific projects in the states, managed the budget ($1.3 million per year), worked with directors of other centers in the comprehensive center network to design and carry out collaborative projects, and maintained relationships with chief state school officers and Advisory Board members.

SELECTED PUBLICATIONS

Garcia, M.E., Frunzi, K., Flores, N., **Dean, C.B.,** & Miller, K. (2016). *A toolkit of resources for engaging families and community as partners in education*. Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Pacific. Available from the Regional Educational Laboratory website at http://ies.ed.gov/ncee/edlabs.

Dean, C.B., & Brookhart, S. (2013). Mathematical practices for deep understanding. *Educational Leadership*, *71*(4). Available at http://www.ascd.org/publications/educationalleadership/dec13/vol71/num04/Mathematical-Practices-for-Deep-Understanding.aspx.

Apthorp, H., Igel, C., & **Dean, C. B.** (2012). Using similarities and differences: A meta-analysis of its effects and emergent patterns. *School Science and Mathematics*, *122*(4), 204-216.

Dean, C. B., Hubbell, E., Pitler, H., & Stone, B. (2012). Classroom instruction that works, 2nd ed. Alexandria, VA: ASCD.

Dean, C.B., & Parsley, D. (2009). *Success in sight*. Denver, CO: Mid-continent Research for Education and Learning.

Parsley, D., **Dean, C.,** Miller, K. (October 2006). Leading data-driven school improvement: The principal's role. *Principal Leadership*, *7*(2). National Association for Secondary School Principals (NASSP): Washington, DC.

Dean, C. B., & Lauer, P. A. (2003). Systematic evaluation for continuous improvement of teacher preparation: Cross-case analysis. Aurora, CO: Mid-continent Research for Education and Learning.

Lauer, P.A., Martin-Glenn, M. & **Dean, C.B.** (2002). Effective teacher preparation for standards-based education. Aurora, CO: Mid-continent Research for Education and Learning.

Apthorp, H. S., **Dean, C. B.,** Florian, J. E., Lauer, P. A., Reichardt, R., Sanders, N. M. & Snow-Renner, Ravay. (2001). Standards in classroom practice research synthesis. Aurora, CO: Mid-continent Research for Education and Learning.

Matthew Eide

Marzano Research, LLC
Portland, OR

720.463.3600 ext. 107
matt.eide@marzanoresearch.com

Primary Areas of Expertise

- Management and leadership: School and district leadership; management of federal contracts
- Technical assistance: Planning, designing, and coordinating technical assistance; development and facilitation of education initiatives; coaching and continuous improvement; data and evidence use
- Content expertise: Strategic planning and school improvement; college and career readiness; dropout prevention and recovery; alternative education; professional learning networks

Education

EdD	Educational Leadership, University of Oregon, Eugene, OR	2019
MEd	Secondary Education, University of California at Los Angeles, Los Angeles, CA	2001
BA	History and Anthropology, University of California at Los Angeles, Los Angeles, CA	1997

Specialized Training, Certifications, Honors

Administrator License (K-12), Oregon 2018
Jerry Kirkpatrick Award 2016
Awarded by Education Northwest in recognition for contributions to the field
Portland Monthly Outstanding Staff Award 2010
Awarded by Portland Monthly magazine in recognition for work at Outside In

Professional Experience

Marzano Research, Denver, CO **2020–Present**
Managing Senior Education Improvement Specialist (2023-Present)
Training, Coaching, and Technical Support Lead-REL NW (2022-Present)
Senior Educational Improvement Specialist (2020-2021; 2022-2023)
Portland Public Schools, Portland, OR **2017–2022**
Interim Senior Director-Academic Programs (2021-2022)
Director-Advanced Academics (2021-2022)
Director-High School Success (2019–2020)
Administrator-Reconnection Services (2017–2019)
Project Director-Education Innovation and Research (EIR) Grant (2017–2019)
Education Northwest, Portland, OR **2013–2017**
Senior Advisor (2014–2017)
Advisor - Technical Assistance (2013–2014)
Outside In, Portland, OR **2006–2013**
Principal
Manual Arts High School, Los Angeles, CA **2000–2005**
Social Studies Department Chair (2001–2004)
Social Studies Teacher (2000–2005)
KTC Foreign Language Institute, Okazaki, Japan **1998–1999**
English as a Foreign Language Teacher/District Leader

Selected Project Experience

Regional Educational Laboratory Northwest (REL NW) **2022–2025**
Funded by the Institute of Education Sciences (Contract # ED-IES-22-C-0009)
Role: Training, Coaching, and Technical Support Lead

Provided oversight for REL NW training, coaching, and technical support projects. Responsible for development, implementation, and monitoring of REL NW projects. Members of REL NW leadership team.

Principal as Researcher Ohio-specific Strategies Database Development **2025–Present**
Funded by the Ohio Association of Elementary School Administrators
Role: Project Lead, Content Developer

Developing a leadership strategies database for Principal as Researcher implementation specific to Ohio school and district leaders' context using national evidence-based leadership literature and Ohio frameworks. This resource will serve as a curated menu of well-defined, evidence-based leadership strategies aligned with learning science and statewide goals for leadership, instruction, and system improvement, with emphasis on priority areas such as early literacy and MTSS implementation. Participants will use this database to design and implement their school-based improvement cycles.

Idaho American Indian/Alaska Native Education Instructional Resources **2024–2025**
Funded by the Institute of Education Sciences REL Northwest (Contract # ED-IES-22-C-0009)
Role: Project Lead

Led a training and technical support project to help the Idaho Indian Education Committee and the Idaho State Department of Education collect, curate, and disseminate culturally responsive evidence-based and locally developed resources designed to meet the needs of Native students and educators.

Equitable Accelerated Learning **2023–2025**
Funded by the Oregon Department of Education: American Rescue Plan (ESSER III)
Role: Project Lead

Provided technical assistance and coaching designed to address unfinished learning, specifically in literacy and mathematics. Supported a leadership team and teacher leaders as they implemented projects to address inequities in the state's educational system exacerbated by the pandemic.

Teacher as Researcher **2021–Present**
Multiple projects sponsored by state and local education agencies and institutes of higher education; conducted in various sites:

- *Denali Borough School District, Healy, Alaska*
- *South Carolina Department of Education*
  - *Initiative involved 189 teachers in 42 schools across 22 districts and 2 teacher preparation programs (Coastal Carolina University and University of South Carolina Aiken)*
- *Texas A&M International University*

Role: Project Lead, Coach, Facilitator, Content Developer

Facilitated professional learning sessions and coached classroom teachers and pre-service teachers to design and implement quasi-experimental action research projects that develop their understanding and use of evidence-based instructional strategies.

Technical Assistance for Alaska Trauma Engaged Alternative Schools **2023–2025**
Funded by the Institute of Education Sciences REL Northwest (Contract # ED-IES-22-C-0009)
Role: Project Lead

Led a training and technical support project to support 13 Alaska alternative schools to use continuous improvement cycles to field test evidence-based trauma-informed strategies.

REL Central LEAD Fellowship Program **2020–2022**
Funded by the Institute of Education Sciences REL Central (Contract # ED-IES-17-C-0005)
Role: Project Lead

Led a project to convene state education agency representatives from each of the seven states in the REL Central region to build their capacity to use data and evidence to identify and address high-leverage education needs in their local contexts.

Nebraska Department of Education Comprehensive Needs Assessment **2020–2022**
Funded by the Institute of Education Sciences REL Central (Contract # ED-IES-17-C-0005)
Role: Project Lead

Led a technical support project with the Nebraska Department of Education (NDE) to convene stakeholders from NDE, local education agencies, and education service units to revise a comprehensive needs assessment instrument for use by all Nebraska schools.

Academic Programs at Portland Public Schools **2021–2022**
Role: Interim Senior Director of Academic Programs and Director of Advanced Academics

Provided senior leadership for 14 k-12 academic programs, including Talented and Gifted education, Advanced Placement, International Baccalaureate, English as a Second language, Dual Language Immersion, Health and PE, and Arts and Music. Managed 70 directors, assistant directors, and teachers on special assignment.

Reconnection Services at Portland Public Schools **2017–2019**
Role: Director

Directed the district's dropout recovery and prevention system, which served approximately 1,100 students per year who were disengaged, or were in the process of disengaging, from their education. Managed a staff of 15 case managers, social workers, counselors, and teachers who addressed students' social-emotional and academic needs and supported the re-enrollment of students into comprehensive and alternative schools.

High School Success Act at Portland Public Schools **2019–2020**
Funded by the Oregon Department of Education
Role: Director

Directed activities funded by Portland Public Schools' annual $10.8 million Oregon Department of Education High School Success allocation. Worked with stakeholders to develop the district's high school strategic plan, managed an annual $10.8 million budget, and provided oversight for grant-funded activities that included: implementation of a ninth-grade success team model at 12 high schools; expansion of career and technical education opportunities for 15,000 students; expansion of access to advanced coursework opportunities (i.e. AP, IB, Dual Credit); dropout prevention and chronic absenteeism programming and supports.

Personalized, Relevant, Engaged for Post-secondary (PREP) Project **2017–2019**
Funded by the U.S. Department of Education: Education, Innovation, and Research (EIR) Grant (U411C170253)
Role: Project Director

Directed this $3.9 million project designed to improve college and career readiness outcomes for students in three alternative schools by implementing project-based learning, career and technical education, and social emotional support.

American Indian/Alaska Native Network **2014–2017**
Funded by the US Department of Education Northwest Comprehensive Center
Role: Project Lead

Provided technical assistance to Northwest state and tribal education agency Indian Education Directors. Facilitated a community of practice and supported implementation of projects designed to improve outcomes for American Indian/Alaska Native students.

Northwest Rural Innovation and Student Engagement (RISE) Network **2013–2017**
Funded by the US Department of Education Northwest Comprehensive Center
Role: Project Lead

Managed a multi-state network of small rural districts. Activities included planning and facilitating semi-annual conferences, facilitating monthly steering committees, and recruiting new districts.

Outside In Alternative School **2006–2013**
Role: Principal

Created and led an alternative school for homeless youth in Portland.

Selected Publications

Gagnon, D., **Eide, M.,** Schoephoerster, M., & McCullogh, D. (2022). Turning around just got harder: Understanding the capacity for remote learning in rural turnaround districts. In C. Meyers & M. Darwin (Ed.), *Rural school turnaround and reform: It's hard work* (pp 91-102). Information Age Publishing.

Eide, M. (2019). *Re-engaging Out of School Students.* (Doctoral dissertation) Retrieved from https://scholarsbank.uoregon.edu/xmlui/handle/1794/25277

Tedeschi, S. E. J., Brodersen, R. M., Schramm, K., Haines, M., Liu, J., McCullough, D., **Eide, M.,** & Cherasaro, T. (2021). *Measuring civic readiness: A review of survey scales* (REL 2021–061). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Selected Presentations

Matsuzaki, C., and **Eide, M.** (September, 2024). *Navigating beyond the Pacific: Oregon's Native Hawaiian/Pacific Islander Student Success Plan*. Hawaii Pacific Evaluation conference, Honolulu.

Mazzeo, C., **Eide, M**., & Williams, J. (October, 2016). *Alternative accountability toolkit*. Alternative Accountability Policy Forum, San Diego, CA

Eide, M. (June, 2016). *Best practices to support the retention of rural principals.* National Council of State Legislators, Denver, CO

Eide, M. (March, 2016). *How networks can promote equitable access to excellent educators: A case study of a regional rural network in the Northwest.* Equitable Access Support Network

Mazzeo, C., Gay, C., and **Eide, M.** (November, 2015). *Telling the whole story: Alternative accountability in Portland Public Schools*. Alternative Accountability Policy Forum, San Diego, CA.

Elise Guest — Senior Education Improvement Specialist

Marzano Research, LLC
Denver, CO

720.463.7200 X105
Elise.Guest@marzanoresearch.com

Primary Areas of Expertise

Technical support skills:

- Developing and informing long-term strategic planning and sustained improvement
- Establishing credible data-informed decision-making processes and outcomes to leverage evidence-based and effective instructional and assessment system development

Content expertise:

- Promoting and advancing effective district, school, and staff leadership and collaborative teams
- Planning, designing, and coordinating large-scale education initiatives and professional learning, especially in literacy, assessment, multi-tiered systems of support, and special education
- Leveraging partnerships and networked improvement communities to address educator retention and job satisfaction

Education

EdD	Education Methodology, Policy and Leadership, University of Oregon, Eugene	2011
MS	Special Education, University of Oregon, Eugene	2006
BA	English, University of Oregon, Eugene	1993
BA	French, University of Oregon, Eugene	1993
Montana Superintendent's Licensure and Administrator's Licensure, Office of Public Instruction		2018
Oregon Administrator's Licensure and Teacher's Certificate, Oregon Department of Education		2014

Specialized Training, Certifications, Honors

Spirit at Play Executive Board Member	2024–present
Ronald McDonald House Fundraising Board	2024
United Way Board of Directors, Missoula, MT	2021–2024
Learning Forward Academy Graduate, Learning Forward	2022
Dispelling the Myth Award, The Education Trust	2014
Oregon Continuing Successful School Award and Model School Ranking	2012–2014

Professional Experience

Marzano Research **2022–present**
Senior Education Improvement Specialist
NWEA, Portland, OR **2021–2022**
Professional Learning Consultant and Improvement Coach
Missoula County Public Schools, Missoula, MT **2016–2022**
Executive Director of Teaching and Learning
Stamford American International School, Singapore **2014–2016**
Upper Elementary School Principal
David Douglas School District, Portland, OR **2006–2014**
Menlo Park Elementary School Principal
David Douglas High School Vice Principal

Beaverton School District, Beaverton, OR **2006–2002**
Special Education Teacher
United Stated Peace Corps Volunteer, Malawi, SE Africa **1997–2000**
Secondary English Teacher

Selected Project Experience

Literacy Professional Learning and Technical Assistance Services **2022–present**
Funded by the Comprehensive Literacy State Development grant from the Wyoming Department of Education and the US Department of Education; conducted in various sites:

- *Converse County School District #1, Douglas, WY*
- *Laramie County School District #2, Cheyenne, WY*
- *Park County School District #16, Meeteetse, WY*

Role: Project Lead, Training, Coaching and Technical Support

Works with local education agencies across the state to provide technical assistance and evidence to improve PreK–12 literacy and multi-tiered systems of support (MTSS) programming. Uses data to inform action planning and sustained improvement practices. Provides coaching and professional learning to adopt K–12 evidence-based ELA curriculum materials, develop comprehensive balanced assessment systems, establish leadership and team-based data analysis processes, and develop MTSS frameworks, high leverage instructional playbooks, and PreK–12 literacy plans.

Wyoming Regional Data Retreat **2022–present**
Funded by the Comprehensive Literacy State Development grant from the Wyoming Department of Education and the US Department of Education
Role: Training, Coaching and Technical Support

Provides state-wide professional learning and coaching services to develop data literacy and institute a data-analysis process for data-informed decision-making and continuous improvement action planning and implementation.

Teacher as Researcher **2023–2025**
Multiple projects sponsored by state and local education agencies and institutes of higher education; conducted in various sites:

- *South Carolina Department of Education*
    - *Initiative involved 189 teachers in 42 schools across 22 districts and 2 teacher preparation programs (Coastal Carolina University and University of South Carolina Aiken)*

Role: Coach, Facilitator

Facilitated professional learning sessions and coached classroom teachers to build skills in testing and evaluating instructional strategies through teacher-designed classroom experiments.

Professional Learning and Coaching for Literacy Coaches **2023–2024**
Funded by the Comprehensive Literacy State Development grant from the North Dakota Department of Education and the US Department of Education
Role: Training, Coaching and Technical Support

Provided professional learning and coaching services to deepen state-wide literacy coaches' understanding and application of evidence-based literacy and instructional coaching practices. Works with the state department leadership to develop capacity to evaluate their own impact.

Declining Enrollment Community Engagement **2023**
Funded by Denver Public Schools
Role: Project Lead/Facilitator

Coordinated community engagement activities and gathered community input on solutions for declining enrollment in the district. Planned and conducted community meetings, administered community survey, conducted virtual meetings with community partners, analyzed and reported results.

Evidence-based Literacy Practices Community of Practice Facilitation **2022–2025**
Funded by the Institute of Education Sciences, Regional Educational Laboratory – Northwest Region
Role: Training, Coaching and Technical Support

Supported state leaders from Oregon, Washington and Montana to join their peers across the northwest to share successes, discuss areas of challenge, and help SEAs promote evidence-based practices that yield improved outcomes for both educators and learners.

Oregon Literacy Initiative Partnership **2022–2025**
Funded by the Institute of Education Sciences REL Northwest (Contract #91990022C0009)
Role: Training, Coaching and Technical Support

Supported the Oregon Department of Education with integrating evidence-based practices and educator and community leader focus group expertise into new K–5 Early Literacy Framework. Provided evaluation support for Oregon's Early Literacy Success School District Grants. Led continuous improvement cycles to identify exemplar districts implementing evidence-based practices.

School Improvement Technical Assistance Services **2022–2023**
Funded by the Bellevue Community Schools, Michigan
Role: Training, Coaching and Technical Support

Provided technical assistance and research practices to a rural school district to evaluate a district-wide Multi-Tiered System of Support. Provided coaching and professional learning to develop and publish a K–12 Instructional Framework aligned to evidence-based instructional practices.

Idaho Superintendent's Network Facilitation **2022–2023**
Funded by the Idaho Department of Education
Role: Training, Coaching and Technical Support

Designed and facilitated professional learning and coaching services, focusing on successful superintendent leadership to strengthen learning organizations.

Professional Learning in Data-Driven Instruction **2021–2022**
Training provided by NWEA
Role: Professional Learning Consultant and Improvement Coach

Facilitated more than 100 professional learning sessions, both nationally and internationally on data analysis, using data to inform instruction and best teaching practices with a 93% satisfaction rate via performance survey data.

School Administrator Licensure Program Development **2021–2022**
Role: Consultant to the University of Montana

Designed online coursework for new administrators across Montana, using improvement science research and practices.

Missoula County Public Schools, Missoula, MT **2016–2022**
Role: Executive Director of Teaching and Learning

Initiated a K-12 Science of Reading Literacy Framework and K-12 Mathematical Practices Framework and increased student achievement by 6% according to state-wide test. Transformed the 6–12 Career Technology Education program to meet regional labor market trends with 93% graduation rate. Installed a K–9 benchmarking assessment that shows 75% of schools reaching 80% proficiency in ELA and Math. Founded a New Staff Mentor Program to increase retention and job satisfaction with a 73% retention rate. Developed a PreK–12 Professional Learning Model for 700 teachers based on national professional learning standards with 96% satisfaction rate.

Selected Publications

Guest, E. (2024). *A new resource to improve Multi-Tiered System of Supports for reading.* Marzano Research. https://marzanoresearch.com/improve-multi-tiered-system-of-support-reading/ Accessed February 18, 2025.

Guest, E. (2024). *Using data to ensure excellence in sustainability in high-performing districts.* Marzano Research. https://marzanoresearch.com/using-data-ensure-excellence-in-sustainability/. Accessed February 18, 2025.

Guest, E. (2024). A Refreshing Approach to Continuous Improvement for Special Education. Marzano Research. https://marzanoresearch.com/continuous-improvement-for-special-education/. Accessed February 18, 2025.

Asqueri, E., & **Guest, E.** (2024). *Improving Literacy Outcomes: Montana's Journey to Close Opportunity Gaps.* Regional Educational Laboratory Program. https://ies.ed.gov/learn/blog/improving-literacy-outcomes-montanas-journey-close-opportunity-gaps. Accessed February 18, 2025.

Guest, E. (2024). *Developing Data Literacy across Wyoming, One Mile at a Time.* Marzano Research. https://marzanoresearch.com/developing-data-literacy-across-wyoming/. Accessed March 25, 2024.

Guest, E., & Asqueri, E. (2024). *Bridging the Literacy Gap: A Team Effort with REL Northwest and Washington's OSPI.* Regional Education Laboratory Program. https://ies.ed.gov/ncee/rel/Products/Region/northwest/Blog/107766. Accessed March 25, 2024.

Smith, R., & **Guest, E.** (2024). *Building Capacity for Change: Oregon's Department of Education Literacy Framework Partnership.* Regional Education Laboratory Program. https://ies.ed.gov/ncee/rel/Products/Region/northwest/Blog/107622. Accessed March 25,2024.

Scott, C., **Guest, E.,** & Morrow, C. (2023). *Accelerating literacy outcomes in Montana through evidence and data use.* Regional Educational Laboratory Program. https://ies.ed.gov/ncee/rel/Products/Blog/106961. Accessed January 12, 2023.

Flannery, K.B., **Guest, E.**, & Horner, R. (2010). Schoolwide positive behavior supports. *Principal Leadership*, 38-43.

Aurora Terry Hymel, EdD

Senior Education Improvement Specialist
Marzano Research

720.463.3600 ext. 124
aurora.hymel@marzanoresearch.com

Primary Areas of Expertise

- Technical support skills: Planning, designing, and coordinating technical assistance; developing and facilitating education initiatives
- Content expertise: Strategic planning and school improvement; college and career readiness; career and technical education; professional learning; and advanced coursework programming

Education

EdD	Professional Leadership, University of Houston, Houston, Texas	2013
MAT	Teaching- Secondary Education, Trinity University, San Antonio, Texas	2004
BA	History, Trinity University, San Antonio, Texas	2003

Specialized Training & Certifications

Superintendent (Pre-K-12), Idaho	2025–2028
Professional Administrator (K-12), Oregon	2019–2030
Superintendent (EC- 12) Certification, Texas	2013–2027
Principal (EC-12) Certification, Texas	2012–2027
Social Studies Teacher (4-8) Certification, Texas	2009–2027
ESL Supplemental (4-12) Certification, Texas	2009–2027
History Teacher (8-12) Certification, Texas	2004–2027

Professional Experience

Marzano Research **2023–Present**
Senior Education Improvement Specialist
College and Career Readiness, Portland Public Schools, Portland, OR **2018–2023**
Senior Director, College and Career Readiness
Director, Career and Technical Education, Advanced Placement & International Baccalaureate
International Baccalaureate Organization, Bethesda, MD **2011–2023**
IB Educator Network: Workshop Leader, Consultant, Site Visitor
Longfellow Middle School, San Antonio Independent School District, San Antonio, TX **2016–2018**
Principal
Linked Learning Department, Houston Independent School District, Houston, TX **2014–2016**
Director, Linked Learning
Manager, Career and Technical Education
Lanier Middle School, Houston Independent School District, Houston, TX **2007–2014**
Assistant Principal
International Baccalaureate Middle Years & Gifted and Talented Magnet Coordinator
History Teacher
Colegio Jorge Washington, Cartagena, Colombia **2006–2007**
6th Grade Social Studies Teacher
The American School of Tampico, Tampico, Tamaulipas, Mexico **2004–2006**
10th and 7th Grade Social Studies Teacher

Selected Project Experience

Foundational Review and Analysis for Employability Skills Framework 2.0 **2024–present**
Funded by the U.S. Department of Education, Office of Career, Technical, and Adult Education (Contract # 91990023D0030)
Role: Panel and Practitioner Lead

Leads the expert panel participation of a comprehensive literature scan to support the development of a revised employability skills framework. Supports industry experts in identifying emerging trends in employability, career readiness, and stakeholder needs, providing actionable insights to inform future educational strategies.

High School Success Plan Implementation in Oregon **2023–2025**
Funded by the Institute of Education Sciences REL Northwest (Contract #91990022C0009)
Role: Project Lead

Leads a project for Portland Public Schools and ensures that technical support projects, tools, and other materials meet Institute of Education Sciences (IES) standards. Partners with Portland Public Schools (PPS) to support PPS in evaluating the implementation of their High School Success Plan.

Assessment Collaborative Strategic Planning **2023-present**
Funded by the Smarter Balanced Assessment Collaborative
Role: Project Team Member

Providing technical assistance to a large, collaborative assessment organization to: 1) interpret feedback about and success of strategic planning to date; 2) collect interest holder feedback at student, parent, teacher, school/district, state and national levels; 3) use feedback to infuse interest holder voice into strategic plan goals; 4) create a monitoring plan for strategic plan; 4) co-create text for strategic plan. Oversight of research teams, creation of communications plans, co-creation of plan text, support for organizational staff to navigate state-level politics during data collection and planning process.

Request for Proposal (RFP) Development for a State Assessment **2024**
Funded by a State Education Agency
Role: Project Team Member

Provided technical assistance to a state department of education to analyze feedback collected from stakeholder groups across the state related to statewide assessment and reporting; analyzed the feedback and crafted potential recommendations for an assessment RFP. Created a RFP that blended state voice, best practices for RFP development, and federal and state requirements. Provided coaching for new state assessment staff. Co-created RFP text.

Education Evaluation System Development **2023–2024**
Funded by the Lower Kuskokwim School District, Bethel, Alaska
Role: Co-Lead

Collaborated with district leaders to build state-of-the-art evaluation systems for administrators, classified staff members, and teachers. Summarized evidence-based practices in educator evaluation systems and processes and facilitate committees of administrators, school board members, teachers, and classified staff in making decisions rooted in best evidence and local native contexts.

Literacy Professional Learning and Technical Assistance Services **2023–2025**
Funded by the Comprehensive Literacy State Development grant from the Wyoming Department of Education and the US Department of Education
Role: Project Team Member

Provides professional learning and coaching services to create, evaluate, and implement a PreK–12 literacy plan aligned to the Wyoming State Literacy Initiative in a number of school districts.

Equitable Accelerated Learning **2023–2024**
Funded by the Oregon Department of Education: American Rescue Plan (ESSER III)
Role: Project Team Member

Provided technical assistance and coaching services to a project designed to address unfinished learning, specifically in literacy and mathematics. Supported a leadership team and teacher leaders as they implemented projects to address inequities in the state's educational system exacerbated by the pandemic. Facilitated development of a professional learning network to sustain ESSER funded improvement initiatives.

Teacher as Researcher **2023–2025**
Multiple projects sponsored by state and local education agencies and institutes of higher education; conducted in various sites:

- *South Carolina Department of Education*
    - *Initiative involved 189 teachers in 42 schools across 22 districts and 2 teacher preparation programs (Coastal Carolina University and University of South Carolina Aiken)*
- *Texas A&M International University*

Role: Coach, Facilitator, Content Developer

Facilitated professional learning sessions and coached classroom teachers and pre-service teachers to design and implement quasi-experimental action research projects that develop their understanding and use of evidence-based instructional strategies. For Texas A&M International University initiative, created communications, resource design and outreach plans and materials to support the pre-service teacher training initiative.

School Improvement Technical Assistance Services **2023**
Funded by the Bellevue Community Schools, Michigan
Role: Training, Coaching and Technical Support

Provided technical assistance and research practices to a rural school district. Provided coaching and professional learning to develop and publish a K–12 Instructional Framework aligned to evidence-based instructional practices.

College and Career Readiness at Portland Public Schools **2018–2023**
Role: Senior Director of College and Career Readiness
Provided senior leadership for academic programming including Career and Technical Education, Talented and Gifted education, Advanced Placement, International Baccalaureate, and GEAR UP. Managed directors, assistant directors, managers, and teachers on special assignment.

High School Success Act Implementation at Portland Public Schools **2018–2023**
Funded by the Oregon Department of Education
Role: Senior Director

Directed activities funded by Portland Public Schools' annual $10.8 million Oregon Department of Education High School Success allocation. Worked with stakeholders to develop the district's high school strategic plan, managed an annual $10.8 million budget, and provided oversight for grant-funded

activities that included: implementation of a ninth-grade success team model at 12 high schools; expansion of career and technical education opportunities for 15,000 students; expansion of access to advanced coursework opportunities (i.e., AP, IB, Dual Credit); dropout prevention and chronic absenteeism programming and supports.

College and Career Pathways Grant Implementation at Portland Public Schools **2019–2022**
Funded by the U.S. Department of Education: Perkins Innovation and Modernization Program Grant
Role: Senior Director

Supervised the Portland Public School district's grant project to implement a system of college and career pathways to make Career and Technical Education (CTE) an integral part of students' educational experience, and with strong emphasis on STEM and Computer Science (CS) aligned across the high school curriculum. Working with ConnectED: The National Center for College and Career, the project provided leadership development to district staff, including high school principals, pathway directors, and teachers, to create Linked Learning pathways and design a district-wide system of work-based learning.

Linked Learning at Houston Independent School District **2015–2016**
Funded by the U.S. Department of Education: Race to the Top Grant
Role: Director

Served as the Project Director for the Linked Learning and Race to the Top Grant department in Houston Independent School District. Oversaw grant implementation at 27 high school campuses and the pathway pilot project at 4 middle school campuses. "Linked Learning," a new model of teaching from elementary through high school, enables students to begin early college and career readiness through project-based learning. Linked Learning programs integrate core academics with a career focus and raise expectations for students. Core subjects are mastered through the power of applying knowledge in a real-world context. Students learn by addressing authentic challenges and situations customary to the modern workplace.

Selected Publications

Cherasaro, T., Rosario-Ramos,E., Yanoski, D., Wolfe, C., & **Hymel, A.** (2025). *Building a Future-Ready Workforce: Analysis and Insights for Employability Skills Framework 2.0.* U.S. Department of Education, Office of Career and Adult Education.

Wolfe, C., Scott, C., & **Hymel, A.** (2025). MyPowerHub Community report: Findings from a quasi-experimental study of family communication and engagement. Marzano Research.

Hymel, A.T., Heigham, I., et. al. (2024, January 29). Using Data to Make Decisions: Portland Public Schools' Quest to Engage Students. Washington, DC: Institute of Education Sciences. https://ies.ed.gov/ncee/rel/Products/Region/northwest/Blog/107573

Hymel, A.T., (2024, April 24) Alaska's Mandate for Periodic Review of Educator Evaluation Systems. Portland, OR: Marzano Research. https://marzanoresearch.com/alaskas-mandate-for-periodic-review-of-educator-evaluation-systems/ .

Terry, A. (2013). *A Study of International Baccalaureate Middle Year Programme Participants' College Readiness Indicator Exam Scores and the Implications for School Leaders.* (Doctoral dissertation) Retrieved from https://uh-ir.tdl.org/handle/10657/1016

Enid M. Rosario-Ramos

Senior Researcher

Marzano Research, LLC
Denver, CO + Portland, OR

720.463.3600 ext. 123
enid.rosario@marzanoresearch.com

Primary Areas of Expertise

- Research expertise: Qualitative and ethnographic methodologies, program evaluation, survey research, mixed methods research, inclusive research and development, community-based participatory methods
- Content expertise: Literacy development, adolescent literacy, educator preparation, Latino education, youth civic engagement, social-emotional learning

Education

PhD	Learning Sciences, Northwestern University, Evanston, IL	2011
MA	Learning Sciences, Northwestern University, Evanston, IL	2005
BA	Psychology, University of Puerto Rico, Río Piedras, PR	2003

Specialized Training, Certifications, Honors

What Works Clearinghouse Certified Reviewer – Group Design	2024–Present
Distinguished Dissertation Award, American Educational Research Association-Division G	2013
Frank Pajares Award, *Theory into Practice*	2013
Adolescent Literacy Fellowship, Carnegie Foundation & National Academy of Education	2010
Menges AERA Award, Northwestern University, Evanston, IL	2010
Witty Literacy Fellowship, Northwestern University, Evanston, IL	2008–2009

Language Skills

Fully bilingual in English and Spanish.

Professional Experience

Marzano Research, Denver, CO **2023–Present**
Senior Researcher
Assessment for Good, Advanced Education Research and Development Fund **2021–2023**
Senior Manager for Program Engagement (2022–2023)
Deputy Director (2021–2022)
University of Michigan, Ann Arbor, MI **2012-2021**
Assistant Professor of Educational Studies
Faculty Associate, Latina(o) Studies (2011–2021)
Postdoctoral Research Fellow, Educational Studies (2010–2012)
Northwestern University, Evanston, IL **2007–2008**
Graduate Student Instructor, School of Education and Social Policy
Northwestern University, Evanston, IL **2005–2007**
Graduate Research Assistant, School of Education and Social Policy
Puerto Rico Department of Health, San Juan, PR **2004–2005**
Case Manager

Selected Project Experience

Evaluation of Alaska Comprehensive Literacy State Development Grant **2025–Present**
Funded by the Alaska Department of Education and Early Childhood through a US Department of Education Comprehensive Literacy Development Grant
Role: Project Lead

Leads activities for a mixed-methods evaluation of Alaska's Comprehensive Literacy State Development grant. Activities include document review, surveys, focus groups, student literacy screening and assessment, and facilitation of data use. Provides continuous performance feedback to the Alaska Department of Education and Early Learning and support for federal reporting.

Foundational Review and Analysis for Employability Skills Framework 2.0 **2024–present**
Funded by the U.S. Department of Education, Office of Career, Technical, and Adult Education (Contract # 91990023D0030)
Role: Analysis Lead

Leads the analysis and synthesis of a comprehensive literature scan to support the development of a revised employability skills framework. Conducts research to identify emerging trends in employability, career readiness, and stakeholder needs, providing actionable insights to inform framework updates.

Evaluation of the Ohio Department of Education and Workforce State Support Teams **2024–present**
Conducted in partnership with the American Institutes of Research
Role: Qualitative Lead

Leads qualitative data collection and analysis for the external evaluation of Ohio's State Systems of Support. Conducts analysis of educator surveys, student data, and focus group interviews to generate insights about the features of the support and district and school leaders' satisfaction with services.

Evaluation of Wyoming Believing in Literacy Together Initiative **2023–Present**
Funded by the Wyoming Department of Education through a US Department of Education Comprehensive Literacy Development Grant
Role: Co-lead

Co-leads a mixed-methods evaluation of Wyoming's Comprehensive Literacy State Development grant, including statewide implementation and district-level implementation of subgrants. Activities include document review, quantitative and qualitative analysis of educator surveys, quantitative analysis of student-level data, and qualitative analysis of interviews and focus groups.

Teacher as Researcher **2023–2025**
Multiple projects sponsored by state and local education agencies and institutes of higher education; conducted in various sites:

- *South Carolina Department of Education*
  - *Initiative involved 189 teachers in 42 schools across 22 districts and 2 teacher preparation programs (Coastal Carolina University and University of South Carolina Aiken)*
- *Texas A&M International University*

Role: Coach, Facilitator, Evaluator

Contributed to the implementation and evaluation of the Teacher as Researcher program, which supports educators in understanding and identifying evidence-based strategies, testing them in the classroom, and using the results to adjust their instruction. Conducted qualitative analysis of data to support continuous improvement and determine the impact of the program. Also coached classroom and pre-service teachers to design and implement quasi-experimental action research projects that develop their understanding and use of evidence-based instructional strategies.

Exploratory Study of the Student Mentorship for Literacy Program **2023–2024**
Working in the Schools (WITS), Chicago
Role: Project lead

Conducted an evaluation in Chicago Public Schools to examine the WITS adult volunteer student mentorship programs and their contributions to students' literacy development, attitudes toward reading, and social emotional learning. Designed the study plan and oversaw instrument development, data collection, analyses, and report writing. Also designed and delivered capacity building activities to support WITS staff in leading ongoing evaluation activities.

Asset Mapping and Needs Assessment for Community Schools in New Mexico **2023–2024**
Ojo Amarillo Elementary School and Kirkland Middle School
Role: Consultant

Provided consulting services to conduct an asset map and a needs assessment as part of a community schools initiative in the Central Consolidated School District in New Mexico. Services included designing and implementing plans for data collection and assisting with the development of the community schools' strategic plans.

Assessment for Good **2021–2023**
A program under the Advanced Education Research and Development Fund (AERDF)
Role: Senior Manager

Assessment for Good (AFG) is a program focused on leveraging inclusive and community-informed research and development to push the field of assessment to move towards the development and implementation of assessment practices that are identity-affirming, equity-focused, and asset-based, and to improve the educational experiences and social-emotional outcomes for Black and Latino students, ages 8-13. Actively managed funded projects to ensure progress towards milestones and deliverables, alignment to programmatic goals, and implementation of inclusive research and development practices.

School and Community Pathways to Engagement **2018**
Funded by the William T. Grant Foundation
Role: Co-Principal Investigator

Co-led the School and Community Pathways to Engagement (SCoPE) Project, a longitudinal mixed-methods study of adolescents' social-emotional learning, ethnic-racial identity and sociopolitical development, and civic engagement. The project was conducted by the Contexts of Academic and Socioemotional Adjustment (CASA) Lab at the University of Michigan in partnership with a school district in Illinois and the Collaborative for Academic, Social, and Emotional Learning (CASEL).

Understanding the Educational Opportunities of Recently-arrived Puerto Rican Students **(2018)**
Funded by Chiefs for Change
Role: Co-Principal Investigator

Co-led, in partnership with a school district in Florida, a mixed-methods project to study the educational transitions of hurricane-displaced Puerto Rican high schoolers who moved to Florida in the aftermath of Hurricane Maria. The project also evaluated the district's response to this large and unexpected influx of students. The final report submitted to the school district partner in Florida aimed to support the district's commitment to providing equitable educational opportunities for students experiencing displacement.

Equitable Futures: Exploring How Youth's Background Impacts Agency and Understandings of Inequality **(2016)**

Funded by The University of Michigan

Role: Co-Principal Investigator

Co-led the design, implementation, and research activities for the Equitable Futures Project, an educational program designed to create and support a network of teachers and students across boundaries of race, class, and geography to collaboratively research and problem solve around issues of inequity in southeastern Michigan. This high school program provided professional learning opportunities to educators around the implementation of justice-oriented project-based social studies instruction and connected students in three counties through a project-based learning approach as they analyzed data to investigate inequalities and then explored their historical antecedents.

Selected Publications

McGovern, G., Pinetta, B.J., Montoro, J.M., Channey, J., **Rosario-Ramos, E.**, & Rivas-Drake, D. (2023). Stretching towards social justice: A case study of transformative social and emotional learning (SEL). *Social and Emotional Learning: Research, Practice, and Policy, 2*, https://doi.org/10.1016/j.sel.2023.100018.

Lam, W.S.E., Smirnov, N., Chang, A.A., Easterday, M., **Rosario-Ramos, E.** & Doppelt, J. (2021). Multimodal voicing and scale making in youths' video documentaries on immigration. *Research in the Teaching of English, 55*(4).

Rosario-Ramos, E. M., Rodriguez, A., Sawada, J. L., & Diaz De La Guardia, A. M. (2020). Puerto Rican families' experiences of displacement in the aftermath of Hurricane Maria and their receiving district's enactment of care. *Teachers College Record, 122*(11).

Rosario-Ramos, E. M. (2020). A case for disciplinary literacies that support civic engagement and social justice. *Journal of Adolescent & Adult Literacy.* https://doi.org/10.1002/jaal.1078

Rodriguez, A., **Rosario-Ramos, E. M.**, Clasing-Manquian, P., & Rosario-Colón, A. (2020). College choice, interrupted: Understanding the choice processes of hurricane-affected Puerto Rican students in Florida. *The Journal of Higher Education.* https://doi.org/10.1080/00221546.2020.1803035.

Rosario-Ramos, E. M., & Sawada, J. (2019). "They think Detroit is just litter": Youth challenging environmental injustice through participatory research and civic engagement. In I. M. García - Sánchez & M. F. Orellana (Eds.). *Language and Cultural Practices in Communities and Schools: Bridging Learning for Students from Non-dominant Groups.* New York: Routledge.

Rosario-Ramos, E. M. (2018). Why aren't there enough of our stories to read? Teaching autoethnographies for radical healing. *English Teaching: Practice and Critique,* https://doi.org/10.1108/ ETPC-04-2017-0048

Rosario-Ramos, E. M. (2017). Grassroots organizing. In K. Peppler (Ed.). *The SAGE Encyclopedia of Out-of-School Learning* (pp. 331-332). Thousand Oaks: SAGE Publications, Inc.

Rosario-Ramos, E. M., Tucker-Raymond, E. & Rosario, M. (2016): DiaspoRican art as a space for identity building, cultural reclamation, and political reimagining, *Journal of Latinos and Education*, http://dx.doi.org/10.1080/15348431.2016.1229615

Lam, W. S. E & **Rosario-Ramos, E. M.** (2013) Multilingual literacies in transnationally digitally mediated contexts: An exploratory study of immigrant teens in the United States (reprint), In M. Prinsloo & M. Baynham (Eds.) *Literacy Studies*. SAGE Publications.

Rosario-Ramos, E. M., & Johnson, L. R. (2013). Communities as counter-storytelling (con)texts: The role of community-based educational institutions in the development of critical literacy and transformative action. In J. Z. Pandya & J. Avila. *Moving Critical Literacies Forward: A New Look at Praxis Across Contexts* (pp. 113-126). New York: Routledge.

Carrie Serio

Education Improvement Specialist
Marzano Research, LLC

720.463.3600 ext. 119
Carrie.Serio@marzanoresearch.com

Primary Areas of Expertise

- Technical Support Skills: facilitation, coaching, implementation guidance, designing and leading professional development.
- Content Expertise: literacy acquisition and skills, effective instructional practices, language acquisition.

Education

M.Ed. Education, Reading Specialist, Regis University — 2012
Additional Endorsement: Culturally and Linguistically Diverse Education (2020)

B.S. Sociology, University of Colorado — 2002
Certification: Elementary Education

Specialized Training, Certifications, Honors

State of California Multiple Subject Teaching Credential — valid until 5/1/27
State of Colorado Elementary Education license with Reading Specialist and culturally and linguistically diverse education endorsements — valid until 3/15/26
Cognitive Coaching
Adaptive Schools

Professional Experience

Marzano Research, LLC, Denver, CO — **2023–present**
Education Improvement Specialist

Cherry Creek School District, Aurora, CO — **2004–2022**
English Language Support Specialist, K-5 (2021-2022)
4th Grade Teacher (2020-2021)
Elementary Literacy Coordinator (2018-2020)
Instructional Coach, K-5, Cimarron Elementary School (2013-2018)
Reading and Math Interventionist (2012-2013)
3rd Grade Teacher (2004-2012)

Selected Project Experience

Alaska Virtual Learning Consortium for Literacy — **2025–present**
Funded by the Alaska Department of Education and Early Development
Role: Training, Coaching and Technical Support

Provides facilitation and coordination support for the development and implementation of the Virtual Learning Consortium to meet the requirements of the Alaska Reads Act and the current needs of districts in delivering virtual content.

Foundational Review and Analysis for Employability Skills Framework 2.0 **2024–present**
Funded by the U.S. Department of Education, Office of Career, Technical, and Adult Education (Contract # 91990023D0030)
Role: Research Support

Supports the environment and research scan of current employability skills content related to the identified topics and questions, such as the definition of employability skills, current and emerging trends, current gaps in teaching and learning, and recommendations to address the gaps and enhance employability skills development.

Regional Educational Laboratory (REL) Northwest **2023–present**
Funded by the Institute of Education Sciences REL Northwest (Contract #91990022C0009)
Role: Training, Coaching and Technical Support

Contributed to a portfolio of projects (AK Strategic Literacy, OR Literacy Framework, WA Rural Alliance Blended Learning, Community of Practice-Literacy) designed to support state and local leaders in using research to inform improved outcomes, specifically in PreK-12 literacy and effective instructional practices. Supports multiple teams and projects to ensure that technical support projects, tools, and other materials meet IES standards.

Literacy Professional Learning and Technical Assistance Services **2023–present**
Funded by the Comprehensive Literacy State Development grant from the Wyoming Department of Education and the US Department of Education; conducted in various sites:

- *Converse County School District #1, Douglas, WY*
- *Laramie County School District #2, Cheyenne, WY*
- *Park County School District #16, Meeteetse, WY*

Role: Training, Coaching and Technical Support

Works with local education agencies across the state to provide technical assistance and research to evaluate PreK-12 literacy and multi-tiered systems of support programming. Uses data to inform action planning and sustained improvement practices. Provides coaching and professional learning to adopt K-12 evidence-based ELA curriculum materials, develop comprehensive balanced assessment systems, establish leadership and team-based data analysis processes, and develop multi-tiered systems of support frameworks, high leverage instructional playbooks and PreK-12 literacy plans.

Teacher as Researcher **2023–2025**
Multiple projects sponsored by state and local education agencies and institutes of higher education; conducted in various sites:

- *South Carolina Department of Education*
    - *Initiative involved 189 teachers in 42 schools across 22 districts and 2 teacher preparation programs (Coastal Carolina University and University of South Carolina Aiken)*

Role: Coach, Facilitator

Facilitated professional learning sessions and coached classroom teachers to build skills in testing and evaluating instructional strategies through teacher-designed classroom experiments.

Oregon Department of Education American Indian/Alaska Native Data Disaggregation **2023**
Funded by Region 16 Comprehensive Center; conducted for Oregon Department of Education (ODE)
Role: Project Coordinator

Supported the ODE's Office of Indian Education in identifying barriers and solutions for improving data collection processes of Oregon's Native American students. The work included the development of a logic model and interview protocols to use with ODE staff and local education agencies in Oregon. Used data collected from the interviews to develop Technical Working Group sessions with ODE leadership and staff to identify solutions to address data collection challenges.

School Improvement Technical Assistance Services **2022–2023**
Funded by the Bellevue Community Schools, Michigan
Role: Training, Coaching and Technical Support

Provided professional learning and coaching services to create and evaluate a PreK-12 Multi-Tiered System of Support, including establishing an Instructional Framework and evidence-based instructional practices.

Selected Leadership and Teaching Experience

English Language Support Specialist **2021–2022**
Cherry Creek School District, Aurora, CO
Partnered with classroom teachers and specialists to plan and implement accessible learning experiences for students of all English language proficiency levels. Co-planned and co-taught daily with 7 classroom teachers, delivering instruction to over 150 students, including 57 multilingual learners representing 13 different languages.

Online Teacher **2020–2021**
Cherry Creek School District, Aurora, CO
Responsible for grade-level content instruction for 40 students in a virtual setting. Designed and delivered both synchronous and asynchronous instruction daily, while monitoring the progress and differentiating for the needs of the diverse learners.

Elementary Literacy Coordinator **2018–2020**
Cherry Creek School District, Aurora, CO
In a district serving over 55,000 students, worked directly for the Director of Curriculum & Instruction, and communicated closely with the Superintendent of Performance Improvement and the Executive Directors of Elementary Education, to steer the districtwide vision for elementary literacy. Prioritized alignment with the strategic plan and coordinated systemic change based on historical data, current science, and professional best practices.

Instructional Coach, K-5 **2013–2018**
Cherry Creek School District, Aurora, CO
Cultivated a trustworthy, collaborative partnership for educators to continually grow and improve. Advocated for, designed, and implemented reflective coaching cycles and continuous improvement practices.

Classroom Teacher and Interventionist **2004–2013**
Cherry Creek School District, Aurora, CO
Responsible for all grade-level content instruction for assigned students, as well as behavior management and community-building. Also served as the reading and math interventionist for students demonstrating academic needs. Grades taught include second, third, fourth, and fifth.

Steven Tedeschi Researcher

401.206.6735 tedeschi.steven@gmail.com

Primary Areas of Expertise

- Research expertise: program evaluation, qualitative and quantitative methods, data collection and analysis
- Content expertise: State and Federal education policy, secondary education pedagogy, professional development, accountability, partnership maintenance

Education

MA	Urban Education Policy, Brown University, Providence, RI	2018
BA	History, Rhode Island College, Providence, RI	2009

Professional Experience

Marzano Research, Denver, CO **2018–Present**
Researcher *2019–Present*
Research Associate *2018–2019*
The Rennie Center for Education Research and Policy, Boston, MA **2017–2018**
Research Intern
Tiverton Middle School, Tiverton, RI **2016–2017**
Social Studies Teacher
Blackstone Valley Prep, Cumberland, RI **2014–2016**
U.S. History Teacher
TFA Phoenix Summer Institute, Tempe, AZ **2013–2014**
Operations Director
School Operations Manager
BASIS: Phoenix Charter School, Phoenix, AZ, **2012–2014**
U.S. History Teacher
Little Wound School, Kyle, SD **2010–2012**
History Teacher/Department Chair
United States Air Force RIANG, Quonset, RI and Worldwide **2004–2010**
Airman

Selected Project Experience

Enhancing the Instructional Value of Statewide Assessments: Coherence and Alignment for Educators and Families (CAEF) **2024–Present**
Funded by the Nebraska Department of Education through a grant awarded by U.S. Department of Education.
Role: Team Co-lead

Conducting a process and outcomes evaluation of the Nebraska Department of Education's *Enhancing the Instructional Value of Statewide Assessments: Coherence and Aligns for Educators and Families (CAEF) project.* The goal of this state initiative is to improve state assessment reporting accessibility and usability for schools, teachers, students, and families. This is a continuation of the project below titled, *Nebraska Department of Education's Assessment Procurement Support.*

Teacher as Researcher **2023–2025**

Multiple projects sponsored by state and local education agencies and institutes of higher education; conducted in various sites:

- *South Carolina Department of Education*
    - *Initiative involved 189 teachers in 42 schools across 22 districts and 2 teacher preparation programs (Coastal Carolina University and University of South Carolina Aiken)*

Role: Coach, Facilitator

Facilitated professional learning sessions and coached classroom teachers and pre-service teachers to design and implement quasi-experimental action research projects that develop their understanding and use of evidence-based instructional strategies.

Community Schools Needs Assessment and Asset Mapping **2023–2024**

Funded by Central Consolidated School District, New Mexico

Role: Project Team Lead

Supported two schools within the Central Consolidated School District (New Mexico) that are carrying out community school planning year activities. This work includes the development of needs assessment survey instruments, focus group protocols, data analysis, root cause analysis facilitation, and strategic planning. Deliverables from this work will support school leaders in applying for New Mexico's Community Schools Implementation grant in 2024.

Wyoming Accountability in Education Act Impact Study **2022–2024**

Funded by the Wyoming State Board of Education and Wyoming Department of Education

Role: Researcher

Conducted focus groups and analyzed data for a study of the Wyoming Accountability System. The study describes the characteristics of schools in each of the four school ratings; reviews the indicators, weights, and targets in the system; and examines the movement of schools across the four ratings. The study examined school and stakeholder perceptions of the accountability system to provide important information about the influence of the system and how it might be made even stronger.

Oregon Department of Education American Indian/Alaska Native Data Disaggregation **2022–2023**

Funded by Region 16 Comprehensive Center.

Role: Project Team Lead

Supported the Oregon Department of Education's (ODE) Office of Indian Education in identifying barriers and solutions for improving data collection processes of Oregon's Native American students. The work included development of a logic model and interview protocols to use with ODE staff and local education agencies in Oregon. Data collected from the interviews was used to develop Technical Working Group sessions with ODE leadership and staff to identify solutions to address data collections challenges.

Oregon Department of Education American Indian/Alaska Native Data Disaggregation **2022–2023**

Funded by Region 16 Comprehensive Center.

Role: Project Team Lead

Supported the Oregon Department of Education's (ODE) Office of Indian Education in identifying barriers and solutions for improving data collection processes of Oregon's Native American students. The work included development of a logic model and interview protocols to use with ODE staff and local education agencies in Oregon. Data collected from the interviews was used to develop Technical Working Group sessions with ODE leadership and staff to identify solutions to address data collections challenges.

Colorado Center for Rural Education Program Evaluation **2022**
Funded by the Colorado Center for Rural Education
Role: Project Team Member

Administered a survey to collect data from rural teaching stipend recipients. Analyzed and reported on the results for a diverse audience.

Evaluation of Oregon's Tribal History Program **2021–2022**
Funded by Region 16 Comprehensive Center; conducted for Oregon Department of Education (ODE)
Role: Project Team Lead

Conducted an evaluation of the implementation of Oregon's Tribal History/Shared History program across the state. The statewide program provides a K–12 Native American Curriculum for inclusion in Oregon public schools, professional development to educators, and funding for each of the state's nine federally recognized tribes to create individual place-based curriculum. Our work on this project included developing and administering statewide surveys for teachers and administrators. We also conducted interviews and focus groups with Tribal History/Shared History partners, including educators, families, Tribal community members, and ODE staff.

Evaluation of Region IV Equity Assistance Center Program **2017–2021**
Funded by Metropolitan State University of Denver through a grant awarded by U.S. Department of Education.
Role: Project Team Member

Served as an external evaluator for the Region IV Educational Equity Assistance Center, one of four regional centers funded by the U.S. Department of Education under the Title IV of the Civil Rights Act of 1964. The center provided training and technical assistance on educational issues related to race, sex, national origin, and religion. Designed to provide formative and outcome feedback for the center's equity projects, the evaluation included quick turnaround and follow-up stakeholder surveys; selected case studies with site visits, document analysis, and stakeholder interviews; and support to ensure compliance for all federal reporting requirements.

North Dakota Native American Needs Assessment **2017–2023**
Funded by the Institute of Education Sciences REL Central (Contract # ED-IES-17-C-0005) and the North Dakota Department of Public Instruction (NDDPI)
Role: Project Team Lead

Refined the existing NDDPI Native American Needs Assessment Survey to collect information of greater depth and breadth on the most pressing issues and needs facing schools with high concentrations of American Indian students. Identified strategies for involving more stakeholders in the survey to gather multiple perspectives on the needs of American Indian students. Supported NDDPI in analyzing annual needs assessment data and identifying research-based strategies for schools based on survey results.

Examining the Impact of Career and Technical Education Course-Taking in Two States **2019–2021**
Funded by the Institute of Education Sciences REL Central (Contract # ED-IES-17-C-0005); conducted in partnership with the Nebraska Department of Education (NDE) and the South Dakota Department of Education (SD DOE).
Role: Project Team Member

Investigated the impact of student participation in CTE programs at the secondary level on secondary, postsecondary, and workforce outcomes.

Measuring Civic Readiness: A Review of Instruments **2019–2021**
Funded by the Institute of Education Sciences REL Central (Contract # ED-IES-17-C-0005)
Role: Project Team Member

As state education agencies reform their accountability systems, interest in identifying instruments to measure civic readiness has grown. This study identified and reviews instruments measuring civic readiness. The study report summarizes the content and format of the instruments as well as the associated evidence of the reliability and validity of the instruments.

Evaluation of the North Dakota Native American Essential Understandings Project **2019–2021**
Funded by the Institute of Education Sciences REL Central (Contract # ED-IES-17-C-0005); conducted in partnership with North Dakota Department of Public Instruction (NDDPI)
Role: Project Team Member

Worked collaboratively with NDDPI staff to design an evaluation plan for the implementation of the lessons aligned with the seven North Dakota Native American Essential Understandings. Supported the development of a comprehensive evaluation plan, including a logic model, intended short-, mid-, and long-term outcomes, evaluation questions, data needs, data collection instruments and procedures, and plans for data analysis.

Nebraska Department of Education Reading Strategies and Interventions **2018–2019**
Funded by the Institute of Education Sciences REL Central (Contract # ED-IES-17-C-0005); conducted in partnership with the Nebraska Department of Education (NDE).
Role: Project Team Member

Assisted NDE in developing a resource inventory of evidence-based interventions and strategies for reading and writing that educators can use for individualized reading plans and classroom instruction.

Selected Publications

Ledward, B., Kekahio, W., Lee, P., Tibbetts, K., Hostetter, C., Watkins-Victorino, L., Cherasaro, T., **Tedeschi, S.,** & Germeroth, C. (2025). Amplifying Indigenous wellbeing: 'Imi Pono survey development and validation. *Journal of Indigenous Research, 13*(2025), Article 1. https://digitalcommons.usu.edu/kicjir/vol13/iss2025/1

Tedeschi, S., Yanoski, D., Higgin, T., Smith, R. (2024, July 12) Reimagining for a Rural Context: Washington's Rural Alliance Partnership. *Institute of Education Sciences. https://ies.ed.gov/learn/blog/reimagining-rural-context-washingtons-rural-alliance-partnership#:~:text=The%20Washington%20Rural%20Alliance%20Partnership,learning%20can%20support%20their%20students.&text=One%20of%20The%20Rural%20Alliance,offering%20technology%2Denhanced%20learning%20opportunities.*

Brodersen, R. M., Gagnon, D., Liu, J., **Tedeschi, S.** (2021). The impact of career and technical education on postsecondary outcomes in Nebraska and South Dakota (REL 2021–087). U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Tedeschi, S. E. J., Brodersen, R. M., Schramm, K., Haines, M., Liu, J., McCullough, D., Eide, M., & Cherasaro, T. (2021). *Measuring civic readiness: A review of survey scales* (REL 2021–061). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Christopher Wolfe — Senior Researcher

Marzano Research, LLC
Denver, CO + Portland, OR

720.463.3600 ext. 101
christopher.wolfe@marzanoresearch.com

Primary Areas of Expertise

- Research expertise: research design, randomized controlled trials, assessment development and validation, item response theory (IRT), power analysis, and reporting
- Content expertise: program evaluation, early learning, literacy/mathematics curriculum and instruction, Response to Intervention, special education, assessment and accountability

Education

PhD	Developmental Psychology, Georgia State University, Atlanta, GA	2007
MA	Psychology, Georgia State University, Atlanta, GA	2004
BA	Psychology, Hanover College, Hanover, IN	2000

Specialized Training, Certifications, Honors

WWC Group Design Certification/Reviewer	2022–Present
Advanced Longitudinal Modeling, University of Kansas	2010
American Education Research Association (AERA) Summer Statistical Institute: Statistical Analysis for Educational Policy	2010
National Center for Education Research, Institute of Education Sciences (IES), Summer Research Training Institute on Cluster Randomized Trials, Vanderbilt University	2009

Statistical expertise: SPSS, Mplus, Lisrel, HLM, Jamovi, & Winsteps

Professional Experience

Marzano Research, Denver, CO — **2022–Present**
Senior Researcher

College of Arts and Sciences, Saint Leo University, Saint Leo, Florida — **2014–2022**
Associate Professor, Psychology

School of Education, Indiana University – Kokomo — **2011–2013**
Assistant Professor, Educational Psychology

Department of Learning and Instruction, School of Education, SUNY - University at Buffalo — **2008–2011**
IES Postdoctoral Research Associate

Educational Consultant — **2006–2007**
Independent Contractor

Selected Project Experience

Success-Ready Student Network – Real-World Learning AI for Algebra — **2025–present**
Funded by the Missouri Department of Education
Role: Senior Researcher – Project Lead

Engage in the design of an Algebra assessment focusing on mastery, real-world learning, and utilizing input from stakeholders and AI. Drawing across the SRSN network of districts for expertise and

experience in crafting the basic design elements of the assessment and laying the groundwork to move beyond Algebra and into other content areas.

CTE Workplace Specialist Program Impact and Effectiveness Study **2025–present**
Funded by Indiana Commission for Higher Education
Role: Senior Researcher

Data analyst for an evaluation of Indiana's CTE Workplace Specialist I Training Program, using mixed methods to assess program effectiveness, instructor preparation, and workforce retention. Supports a multi-phase study involving stakeholder interviews, surveys, administrative data analysis, and cross-state comparisons to inform strategic improvements. Engaged in synthesizing findings into actionable recommendations to strengthen alternative teacher certification pathways and support long-term educator success.

Foundational Review and Analysis for Employability Skills Framework 2.0 **2024–present**
Funded by the U.S. Department of Education, Office of Career, Technical, and Adult Education (Contract # 91990023D0030)
Role: Senior Research

Support a project to conduct a comprehensive environment and literature scan to inform updates to the U.S. Department of Education's Office of Career, Technical and Adult Education (OCTAE) Employability Skills Framework. Designed an AI system to undertake components of a comprehensive environment and literature scan, analyzing current employability skills, and synthesizing information on skills critical for success in evolving jobs.

Success-Ready Student Network Data Analytics and Dashboards **2023–present**
Funded by the Kaufman Foundation and the Missouri Department of Education
Role: Senior Researcher – Project Lead

Support districts in the network SRSN in the use of interim assessment data for state accountability through data collection and public visualization. Integration of multiple data sources to identify patterns of growth and achievement across more than 40 Missouri school districts. Support the design of a new assessment and accountability system in Missouri.

Idaho School Readiness: Needs Assessment (PDG-R) **2023–2024**
Funded by Idaho Association for the Education of Young Children through a U.S. Department of Health and Human Services Preschool Development Grant (PDG)
Role: Senior Researcher-Project Lead

Lead for nine subprojects evaluating Early Childhood Care and Education in Idaho including the creation and evaluation of three state-wide survey instruments focusing on parents, providers, and business leaders. Integration of multiple data streams to provide both targeted information to individual early childhood councils as well as an overall state-wide perspective of needs related to early childhood care and education.

Regional Educational Laboratory (REL) Northwest: **2022–2025**
Oregon Department of Education (ODE) – Educator Advancement Council
Funded by the Institute of Education Sciences REL Northwest (Contract #91990022C0009)
Role: Senior Researcher – Survey Design and Training

Support ODE EAC leadership in the development of two program evaluation plans. The first program, Regional Educator Network, supports the advancement and professional development for teachers. The second is a grow-your-own initiative supporting the development of a diverse teacher workforce reflective of the student population in Oregon.

Oregon Department of Education (ODE) – Student Success Plans **2023–2025**
Funded by the Institute of Education Sciences REL Northwest (Contract #91990022C0009)
Role: Senior Researcher-Survey Design and Training

Support ODE in the identification of key indicators for Student Success Plans and provide training expertise in the creation of metrics to monitor and establish outcomes for these indicators. Training includes principles of survey design, the adaptation of current surveys, processes for establishing reliability and validity, and effective data monitoring and analyses.

Teacher as Researcher **2023–2025**
Multiple projects sponsored by state and local education agencies and institutes of higher education; conducted in various sites:

- *South Carolina Department of Education*
    - *Initiative involved 189 teachers in 42 schools across 22 districts and 2 teacher preparation programs (Coastal Carolina University and University of South Carolina Aiken)*
- *Texas A&M International University*

Role: Coach, Facilitator, Senior Researcher

Facilitated professional learning sessions and coached classroom teachers and pre-service teachers to design and implement quasi-experimental action research projects that develop their understanding and use of evidence-based instructional strategies. Conducted analysis of teacher-focused surveys across time to gauge the impact of training and changes in Teacher Knowledge, Efficacy, and Agency.

Evaluation of Rural Educator Stipend Programs in Colorado **2022–2024**
Funded by Colorado Center for Rural Education (CCRE)
Role: Senior Researcher-Data analysis, presentation, and outcome report

Using longitudinal data on all teaching stipend recipients in rural Colorado to model impact on teacher retention. Data drawn from multiple sources and integrated to evaluate individual teacher placements and duration in the field. Findings presented at American Educational Research Association (2022).

Wyoming Data Literacy Professional Development **2022–2023**
Funded by the Wyoming Department of Education
Role: Senior Researcher-Survey design and analysis, data literacy-PD, outcomes report

Lead data analysis training for teachers and administrators utilizing longitudinal state assessment data in Wyoming. Focus on the use and interpretation of effect size comparisons and effective data visualizations. Creation of a state-wide survey of data literacy practices and beliefs to inform future professional development sessions.

Wyoming Accountability in Education Act Impact Study **2022–2024**
Funded by the Wyoming State Board of Education and Wyoming Department of Education
Role: Senior Researcher-Data analysis, presentation/report

Used Wyoming education data to evaluate the state-based educational accountability system across Grades 3–12 utilizing descriptives and analysis of variance to identify and report on inconsistencies and success within the system. Identification of positive outlier schools, those performing above expectation, for further in-depth analysis.

Colorado Kindergarten School Readiness Assessment Evaluation **2022–2023**
Funded by the Colorado Department of Education
Role: Senior Researcher – Assessment Analysis, creation, and evaluation with an assessment rubric

Developed a rubric for evaluating the technical merit, including reliability, validity, administration, and cultural inclusivity of kindergarten readiness assessments proposed for use in Colorado. Rubric results were used to classify the level of technical merit and recommendations provided to the Colorado Department of Education.

TRIAD: Teaching Early Mathematics for Understanding with Trajectories and Technologies **2005–2016**

Funded by the Institute of Education Sciences (R305K050157
Role: Research Associate and Consultant

Contributed to the design and implementation of a large-scale block randomized control trial assessment of mathematical development including both traditional pencil and paper experimental tests and observational coding.

Increasing the Efficacy of An Early Mathematics Curriculum with Scaffolding Designed to Promote Self-Regulation (EMERGE) **2008–2012**

Funded by the Institute of Education Sciences
Role: Research Associate

Conducted training and monitoring of assessment validity for master's level teacher assessors. Conducted psychometric analysis of primary outcome measures for outcome analysis.

Selected Publications

Clements, D. H., Sarama, J., Layzer, C., Unlu, F., & **Wolfe, C.B.** (2019). Effects of TRIAD on Mathematics: Long-term Impacts. Under Review for the *Journal of Research for Mathematics Education*.

Clements, D. H., Sarama, J., Jostwick, C., & **Wolfe, C.B.** (2019). Evaluating the Efficacy of a Learning Trajectory for Early Shape Composition. *American Education Research Journal, 56*, 21-40.

Watts, T. W., Clements, D. H., Sarama, J., **Wolfe, C.B.**, Spitler, M.E., & Bailey, D. H. (2017). Does Early Mathematics Intervention Change the Processes Underlying Children's Learning. *Journal of Research on Educational Effectiveness, 10*, 96-115.

Sarama, J., Clements, D. H., **Wolfe, C. B**., & Spitler, M.E. (2017). Professional Development in early mathematics: Effects of an intervention based on learning trajectories on teacher's practices. *Nordic Early Childhood Education, 22*, 35-52

Schoen, R., Bray, W., Nielsen, L. & **Wolfe, C. B.** (2017). Developing a measure of mathematical knowledge for teaching for primary grades teachers. *The Elementary School Journal – The Elementary School Journal, 118*, 55-81

Tutrang, N., Watts, T. W., Duncan, G. J., Clements, D. H., Sarama, J., **Wolfe, C. B.**, Spitler, M. E. (2016). What Preschool Mathematics Competencies are most predictive of Fifth grade achievement. *Early Childhood Research Quarterly, 36*, 550-560.

Clements, D.H., Sarama, J., **Wolfe, C.B**., Spitler, M. (2015). Sustainability of a Scale-up Intervention in Early Mathematics: A longitudinal evaluation of implementation fidelity. *Early Education and Development, 26:3*, 427-449.

Sarama, J., Clements, D., **Wolfe, C. B.,** & Spitler, M. (2013). Longitudinal Evaluation of a Scale-up Model for Teaching Mathematics: Persistence of Effects in the Third Year. *American Education Research Journal, 50*, 12-850.

Sarama, J., Clements, D., **Wolfe, C. B.,** & Spitler, M. (2012). Longitudinal Evaluation of a Scale-up Model for Teaching Mathematics with Trajectories and Technologies. *Journal of Research on Educational Effectiveness, 5*, 105-135.

Clements, D., Sarama, J., Lange, A., & **Wolfe, C.B.** (2012). The impacts of early mathematics curriculum on emerging literacy and language. *Early Childhood Research Quarterly, 27*, 489-502.

David C. Yanoski

Researcher
Marzano Research

720.463.3600 ext. 106
david.yanoski@marzanoresearch.com

Primary Areas of Expertise

- Skills: Development and delivery of professional development, technical assistance, and coaching; small group and large group meeting facilitation; facilitation of curriculum and assessment development; qualitative analysis, interviewing, focus group facilitation.
- Content expertise: Competency-based education; collection and use of student performance data and instructional design based on data; curriculum and proficiency scale development; career and technical education.

Education

EdD	Leadership for Educational Equity, Professional Learning and Technology University of Colorado, Denver, CO	2018
MAEd	The Diverse Learner, University of Phoenix, Denver, CO	2002
BA	Secondary Education, Midland University, Fremont, NE	1990

Professional Experience

Marzano Research, Denver, CO **2008–Present**
Researcher
Clayton Partnership School, Mapleton Public Schools, Thornton, CO **2006–2008**
Communications and Social Studies Teacher
John Dewey Middle School, Mapleton Public Schools, Thornton CO **1997–2006**
Social Studies, Mathematics, and Science Teacher
Las Animas Middle School, Las Animas, CO **1996–1997**
Social Studies and Journalism Teacher
South Valley Middle School, Gilcrest, CO **1995–1996**
Speech and Drama Teacher

Selected Project Experience

CTE Workplace Specialist Program Impact and Effectiveness Study **2025–Present**
Funded by the Indiana Commission for Higher Education
Role: Project team member

This project involves an evaluation of Indiana's CTE Workplace Specialist training Program, using mixed methods to assess program effectiveness, instructor preparation, and workforce retention. The multi-phase study includes stakeholder interviews, surveys, administrative data analysis, and cross-state comparisons to inform strategic improvements. Project activities include conducting cross-state comparisons of alternative certification and CTE certification programs, conducting interviews, and supporting data analysis.

Development of Algebra I Mastery Definitions **2025–Present**

Funded by the Missouri Department of Elementary and Secoindary Education

Role: Project team

This project involves the development of mastery definitions, in the form of proficiency scales, to inform the development of assessment items for Algebra 1. Project activities include the drafting of scales based on Missouri standards and performance level descriptors, the facilitation of educator review and feedback, and supporting the development of assessment items.

Foundational Review and Analysis for Employability Skills Framework 2.0 **2024–present**

Funded by the U.S. Department of Education, Office of Career, Technical, and Adult Education (Contract # 91990023D0030)

Role: Environment and Literature Scan Coordinator

This project involves a comprehensive environment and literature scan and analysis to support the development of an updated Employability Skills Framework. Project activities included serving on the leadership team for the project, developing protocols for the environment and literature scan, including searching for and screening resources, coordinating the research team in conducting the scan, producing required deliverables, facilitating the sharing of results, and analyzing resources.

Implementing Personalized Competency-Based Learning **2022–Present**

Funded by North Sanpete School District, Mt. Pleasant, UT

Role: Project Lead

This project involved the development of a strategic plan to implement personalized, competency-based learning in North Sanpete School District. Project activities include the development and administration of a survey to gather community input, and facilitation of model development, multi-year strategic planning, and action plans. Continuing project activities included ongoing support and consultation for the district leadership team and providing coaching and training on the development of proficiency scales and the use of scales to measure student achievement of standards.

Generation School Network's Pathways to Prosperity **2021–Present**

Funded by Generation School Network

Role: Project Lead

This project supports the Generation School Network and a collective of Colorado districts with literature reviews and research summaries to define specific workforce readiness skills. Project activities include reviewing literature, developing rubrics for each component of the skills, and identifying and aligning assessment strategies with existing student experiences.

Teacher as Researcher **2023–2025**

Multiple projects sponsored by state and local education agencies and institutes of higher education; conducted in various sites:

- *South Carolina Department of Education*
    - *Initiative involved 189 teachers in 42 schools across 22 districts and 2 teacher preparation programs (Coastal Carolina University and University of South Carolina Aiken)*
- *Texas A&M International University*

Role: Coach, Facilitator, Content Developer

Facilitated professional learning sessions and coached classroom teachers and pre-service teachers to design and implement quasi-experimental action research projects that develop their understanding and use of evidence-based instructional strategies.

Developing Evidence-based Resources to Strengthen Working Conditions **2022–2025**
Funded by the Institute of Education Sciences REL Northwest (Contract # ED-IES-22-C-0009)
Role: Project Team

The project involved the development of a tool that rural districts can use to examine and implement plans to address working conditions. Prior work included the development of the process with the Lower Kuskokwim School District (AK). Provided coaching to develop LKSD partners' understanding of the research base on working conditions, including how different features of working conditions interact to lead to increased teacher retention. Developed action plans and tools to assess and monitor working-condition data to inform retention efforts and human resources decisions.

Idaho School Readiness Project Strategic Plan **2024-2024**
Funded by Idaho State University
Role: Project Team
This project involved collecting statewide data to inform the development of the Idaho statewide school readiness strategic plan. Project activities included facilitating statewide public listening sessions to gather information about statewide school readiness needs, and analyzing and reporting the results.

Technical Assistance to Support Proficiency Scale Development and Alignment and Standards-based Grading. **2008–Present**
Sponsored by various education agencies; more than 20 districts and other clients
Role: Project Lead, Technical Expert

These projects involve supporting the development of proficiency scales. Project activities include facilitating the work of school or district teams in developing and writing their own proficiency scales; writing proficiency scales for clients; conducting curriculum alignment studies; and reviewing scales provided by clients.

Declining Enrollment Community Engagement **2023**
Funded by Denver Public Schools
Role: Project Lead/Facilitator

This project conducted community engagement activities and gathered community input on solutions for declining enrollment in the district. Project activities included conducting community meetings, administering a community survey, conducting virtual meetings with community partners, and analysis and reporting of the results.

Curriculum Mapping **2021–2022**
Funded by Emily Griffith Technical College
Role: Project Lead

Lead process to assess and map the curriculum with clear sequence of skills and knowledge and identifying the instructional levels a student is expected to master to successfully complete the program. Examined course syllabi and learning outcomes and analyzed sequence to determine how well program meets the required outcomes.

Using Program Evaluation to Support Continuous School Improvement **2020-2022**
Funded by the Institute of Education Sciences REL Central (Contract # ED-IES-17-C-0005)
Role: Project Lead

Supported the Kansas State Department of Education in developing and delivering training on program evaluation to support the Kansas Education Systems Accreditation process. Role included overall project lead, content expertise and meeting facilitation.

Selected Publications

Yanoski, D. C., Gagnon, D., Schoephoerster, M., McCullough, D., Haines, M., & Cherasaro, T. L. (2021). *Variations in district strategies for remote learning during the COVID-19 pandemic* (REL 2021–118). U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central. http://ies.ed.gov/ncee/edlabs.

Stewart, J., Joyce, J., Haines, M., **Yanoski, D.**, Gagnon, D., Luke, K., Rhoads, C., & Germeroth, C. (2021). *Program Evaluation Toolkit: Quick Start Guide* (REL 2021–112). U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central. http://ies.ed.gov/ncee/edlabs.

Brodersen, R. M., Joyce, J., **Yanoski, D**., & Underwood, K. (2020). *How Legacy High School students use their flexible time* (REL 2020–031). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central. Retrieved from http://ies.ed.gov/ncee/edlabs.

Brodersen, R. M., **Yanoski, D.,** Mason, K., Apthorp, H., and Piscatelli, J. (2017). Overview of selected state policies and supports related to K–12 competency-based education (REL 2017– 249). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Klute, M. M., Welp, L. C., **Yanoski, D. C.**, Mason, K. M., & Reale, M. L. (2016). State policies for intervening in chronically low-performing schools: A 50-state scan (REL 2016–131). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Cherasaro, T. L., Brodersen, R. M., Reale, M. L., & **Yanoski, D. C.** (2016). *Teachers' responses to feedback from evaluators: What feedback characteristics matter?* (REL 2017–190). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Marzano, R. J., & **Yanoski, D. C**. (2015). *Proficiency scales for the new science standards: A framework for science instruction and assessment.* Bloomington, IN: Marzano Research.

Cherasaro, T. L., Brodersen, R. M., **Yanoski, D. C.**, Welp, L. C., & Reale, M. L. (2015). *The Examining Evaluator Feedback Survey* (REL 2016–100). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Cherasaro, T. L., **Yanoski, D. C.**, & Swackhamer, L. (2015). *A guide for monitoring district implementation of educator evaluation systems.* (REL 2015–069). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Central.

Marzano, R. J., **Yanoski, D. C.**, Hoegh, J. K., & Simms, J. A. (2013). *Using Common Core standards to enhance classroom instruction and assessment.* Bloomington, IN: Marzano Research Laboratory.

Tab VI: Proposed Costs

Cost Sheet (Attachment E)

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: _____

Surveys	$ 2,500 per school	Notes:
Assessments	$ 7,700 per school	Notes: Strategies in Action Report
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$ 9,800 per six-hour day	
Virtual Coaching for Small Groups of five (5) or Individuals	$ 400 per hour	
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$ 9,800 per six-hour day	
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$ 14,750 two (2)-six (6) hour days	
School Visits (Inclusive of all Travel Costs for Consultant)	$ 9,800 per school	
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$ 2,250 per three-hour day	
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$ 4,500 two (2)-three (3) hour days	
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	_____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price Notes: All materials are included.	
Registration Fees (Conference/Workshop)	$ Not applicable per participant	
Other Expenses:	None	

DELIVERY: All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

Cost Methodology

Marzano made the following assumptions when determining proposed costs:

1. **Surveys**: Costs for surveys include administering an existing survey with minor customization, conducting basic analyses, and providing a summary brief.
2. **Assessments**: This category includes costs for a Strategies in Action Report for a school or cohort that captures examples from participating educators, including their selected strategies, cycle designs, classroom data, and reflections on student learning.
3. **Virtual Coaching for Small Groups of five (5) or Individuals**: This category assumes one coach for one hour.
4. **On-Site Professional Development, 1-Day (six (6) hours per day) for up to fifty (50) Participants, Inclusive of All Travel Costs**: Assumes one (1) facilitator. For larger groups, we recommend two facilitators, so that we can provide an interactive experience and address the individual needs of all participants.
5. **On-Site Professional Development, 2-Days (six (6) hours per day) for up to fifty (50) Participants, Inclusive of All Travel Costs**: Assumes one (1) facilitator. For larger groups, we recommend two facilitators, so that we can provide an interactive experience and address the individual needs of all participants.
6. **School Visits (Inclusive of all Travel Costs for Consultant)**: Assumes one (1) consultant for one (1) day.
7. **Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants**: Assumes one (1) facilitator. For larger groups, we recommend two facilitators, so that we can provide an interactive experience and address the individual needs of all participants.
8. **Virtual Professional Development, 2-Days (three (3) hours) for up to fifty (50) Participants**: Assumes one (1) facilitator. For larger groups, we recommend two facilitators, so that we can provide an interactive experience and address the individual needs of all participants.
9. **Workshop Resources and Materials**: Marzano Research will provide all workshop materials online through the Strategies Database and Teacher as Research app and/or as PDF files. Prices include all costs for these resources.
10. **Registration Fees**: We have not proposed conferences or workshops that require registration fees.

For this proposal, Marzano Research has proposed a plan to deliver a Teacher as Researcher professional learning sequence that includes several components. In this section, we provide the price for the sequence as proposed based on a la carte pricing (Table 6) and a discounted price for the entire package (Table 7).

Teacher as Researcher a la Carte Pricing

A typical Teacher as Researcher implementation includes a kickoff session, teacher knowledge and efficacy surveys (pre/post), a series of six virtual workshops with two facilitators (one with a strong practitioner background and one with a strong research

background), coaching office hours, leadership team check-ins, and a Strategies in Action Report (school or cohort level).

Table 6 provides the total cost when priced by individual component.

Table 6. Teacher as Researcher Priced by Component for a Cohort of up to 15 Teachers

Deliverable	Cost Rate		#	Total
Kickoff Session (Virtual)	No cost	—	1	—
Teacher Knowledge and Efficacy Survey (Pre/Post)	Surveys	$2,500	2	$5,000
Teacher as Researcher Workshops – 2 Facilitators	Virtual PD	$2,250	12	$27,000
Coaching Office Hours	Virtual Coaching	$400	20	$8,000
Leadership Team Check-ins	Virtual Coaching	$400	4	$1,600
Strategies in Action Report and Virtual Debrief	Assessment	$8,000	1	$8,000
Total				**$49,600**

Teacher as Researcher Package Pricing

If purchased as a package, Marzano Research offers a 30% discount for a total of $34,720 (Table 7).

Table 7. Teacher as Researcher Package Price for a Cohort of up to 15 Teachers

Deliverable	Cost Rate		#	Total
Kickoff Session (Virtual)	No cost	—	1	—
Teacher Knowledge and Efficacy Survey (Pre/Post)	Surveys	$2,500	2	—
Teacher as Researcher Workshops – 2 Facilitators	Virtual PD	$2,250	12	—
Coaching Office Hours	Virtual Coaching	$400	20	—
Leadership Team Check-ins	Virtual Coaching	$400	4	—
Strategies in Action Report and Virtual Debrief	Assessment	$8,000	1	—
Total				**$34,720**

Optional Add-ons

Marzano Research can provide on-site visits for leadership walkthroughs and school climate surveys connected to Teacher as Researcher implementation. We can also provide in-person or virtual professional development and coaching in a variety of topics, should a school request it.

Deliverable	Cost Rate		#	Total
Site Visits with Leadership Walkthroughs	Site Visit	$9,800	3	$29,400
School Climate Survey (Pre/Post)	Surveys	$2,500	2	$5,000
Total				**$34,400**

Tab VII: Other Information

Marzano Research has provided all information in the previous sections.

Tab VIII: Exceptions

Marzano Research has no exceptions.

Tab IX: Attachments

Insurance Checklist (Attachment B)

Criminal History Check Affidavit (Attachment C)

Iran Divestment Act (Attachment D)

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3667

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO- SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

23. **Certificate of Insurance shall show the RFP number and title.**

24. **Other insurance required** _____.

Insurance Agent's Statement and certification: **I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.**

Agency Name: AssuredPartners of Oregon **Authorizing Signature:** Kelly Magill

Proposer's Statement and Certification: **If awarded the Contract, I will comply with the Contract insurance requirements.**

Proposer's Name: BNP Education Partners LLC dba Marzano Research **Authorizing Signature:** Jennifer Julian Martin

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Jennifer Susan Norford, President or other Principal

Officer of BNP Education Partners LLC dba Marzano Research (Name of Company), swear or affirm that the Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

jennifer susan norford
President or Principal Officer

For: BNP Education Partners LLC dba Marzano Research
Name of Company

STATE OF ~~TENNESSEE~~ Colorado }
COUNTY OF Denver }

Subscribed and sworn before me by Jennifer Susan Norford,

President or Principal Officer of BNP Education Partners LLC dba Marzano Research,

On this 5th day of June 2025.

Christopher E. Hall
Notary Public

My Commission expires: 09/29/2025

CHRISTOPHER E HALL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214038599
MY COMMISSION EXPIRES 09/29/2025

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: jennifer susan norton
(sign in blue ink)

Title: Principal and Chief Program Officer Date: June 9, 2025

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: jennifer susan norton
(sign in blue ink)

Title: Principal and Chief Program Officer Date: June 9, 2025

Knox County Government

and

National Institute for Excellence in Teaching (NIET)

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and National Institute for Excellence in Teaching (NIET), hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government (Request for Proposals #3667) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Vendor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposals #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County. Per Request for Proposals #3667, a minimum of thirty (30) days is required for processing of payment.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting pursuant to Request for Proposals #3667.

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide the Evidence-Based Instruction Strategies Consulting detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Evidence-Based Instruction Strategies Consulting for the County in accordance with Request for Proposals #3667.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3667 and Addendum I
B. Contractor's Response to Request for Proposals #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____
BOARD CHAIR – Signature

_____
BOARD CHAIR

Date: _____

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

National Institute for Excellence in Teaching (NIET)

by: _____

Name: _____

Title: _____

Date : _____

Contract #: 25-516 (d)
Approved as to Legal Form:

_____
Knox County Law Director's Office

7/24/2025
_____**Date**

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Evidence-Based Instruction Strategies Consulting** as specified herein. Proposals must be received by **2:00 p.m.** on **June 13, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3667
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to rachel.cabrera@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please file a report online by accessing http://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. **Proposers must submit with their written response an exact electronic version of their proposal in a single PDF file on a flash drive format.**

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper;
1.20.2 Not include pages of unnecessary advertising;
1.20.3 Be made on both sides of each sheet of paper.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **May 27, 2025 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents,

or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this Request for Proposal response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Iran Divestment Act/No Boycott of Israel Affidavit.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex **or** national origin any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its

respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County. In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this document is to set forth and convey to prospective proposers the general requirements for vendors to provide Knox County Schools with Evidence-Based Instruction Strategies Consulting as desired by Knox County. Award will be based on Best Value. Best value means more than low cost. It includes cost, technical service quality, experience, qualifications and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AWARD LENGTH:** The pricing for this Contract must remain firm for thirty-six (36) months. However, due to the funding source Knox County does not allow automatic renewals, this Contract will need to be extended annually to continue services. Knox County will draft the Extension of Contract and send it to the vendor approximately ninety (90) days before expiration. The agreement may be renewed for four (4) one-year periods upon mutual consent, for a possible total of five (5) years. Following the initial thirty-six (36) months, the Contractor may request a change in price.

3.5 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.6 **COMMUNICATION:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.8 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event on or both contacts leave the Knox County account, the

vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.9 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the vendor(s). Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. A sample contract is under Exhibit B for review. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.10 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.10.1 Provide competent supervision;
3.10.2 Provide competent personnel;
3.10.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

3.12 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

As per Section 1.5, Knox County will determine the award structure that is in its best interest.

Methodology	30 Points
Delivery of Service	30 Points
Experience & References	20 Points
Cost	20 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one hundred (100) points, based on the Evaluation Criteria, per submission.

3.13 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the Request for Proposal process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.14 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VIII of the submittal. **Do not strike through or in any other way alter the Request for Proposal. Exceptions listed within other sections of the submittal shall not be reviewed or considered.**

3.15 **GRANT FUNDING:** The products or services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.16 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.17 **IDENTIFICATION:** Employees of the Contractor shall have proper photo identification displayed at all times while on property belonging to Knox County.

3.18 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.20.1 The invoice must show the amount due to the Contractor by Knox County;
3.20.2 The invoice must show a summary of completed work;
3.20.3 Invoices are to be original and uniquely pre-numbered;
3.20.4 Invoices which do not show this information are subject to rejection.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

3.22 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

3.23 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.23.1 Respondent must address all submittal requirements as defined under Section IV.
3.23.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.23.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.24 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.25 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.26 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.27 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposal.

3.28 **ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.29 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of thirty-six (36) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

3.30 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.31 **PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.32 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal format. As the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.33 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this Request for Proposal. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this Request for Proposal or the Contract.

3.34 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection.

3.35 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.36 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.37 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.38 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **May 27, 2025 at 4:30 p.m. local time**.

3.39 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.40 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

4.1 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations. In addition to Knox County Public Schools, funds are utilized to provide our non-public and the charter schools with resources/services.

4.2 **FACILITIES:** All facilities for the training will be provided by Knox County or Knox County's non-public schools.

4.3 **PARTICIPANTS:** Number of participants may vary. Vendors may work with an entire school staff or smaller school teams, and/or district teams, or any combination thereof. A defined number of trainings or participants is not guaranteed. Participants will be staff members serving students that may fall into historically underserved populations.

4.4 **SCOPE OF WORK:** Knox County Schools is seeking vendors to provide professional consultation to our schools and district to implement evidenced-based, content-specific strategies for instruction while building a coherent

academic and cultural model that is grounded in our district's four priorities: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation.

Through a framework that supports adult learning; while embracing student-centered decision-making, educators will be empowered to collaborate in curriculum-embedded professional learning. Educators will build discernment by measuring their impact on student learning through routine student work analysis. The consultant will work with leaders to support the accurate capture of the state of instruction through participation in classroom walkthroughs and coaching during reflective debriefs. The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district. Educators will also focus on developing or sustaining a culture of learning within the school community to support academic competency and increase student proficiency and growth

4.5 **METHODOLOGY:** Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum and/or resources used in past projects that are similar in scope to the proposed training. This information is to be provided in Section V, Tab III of this Proposal.

4.6 **DELIVERY OF SERVICES:** The successful Proposer **must** offer professional development training designed to achieve the objectives outlined in this Request for Proposal and support increased organizational capacity to sustain the application of learning and implementation of tools and strategies over time. The proposed program must be designed to enhance the skills and/or abilities of employees in evidence-based instructional strategies as related to the classroom and school environment to reduce disparities and enhance student academic performance as detailed in this Request for Proposal.

The professional learning delivery model must authentically engage participants based on the principles of adult learning. Participants will be prepared to effectively implement evidenced-based, curriculum-based professional learning strategies and respond based on content-specific feedback to increase student proficiency. Participants will collaboratively engage in structures to include:

- Surveys for measuring culture;
- Processes for educator collaboration;
- Processes for measuring impact on student learning;
- Processes for building educator discernment regarding evidence-based instructional strategies within high-quality instructional materials utilized by the district; and
- Processes for leader capacity building.

Training provided should support sustained implementation and the professional learning should provide evidence-based instructional strategies with a proven impact on student outcomes.

Proposers must provide comprehensive narrative statements that outline the implementation and management plans that it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described.

Implementation may be requested upon execution of a contract.

4.7 **EXPERIENCE & REFERENCES:** Proposers are to detail their organization's previous experience working with school and district leadership teams to analyze underserved students and to promote high levels of achievement for all learners. For all relevant team members, proposers are to submit education credentials, relevant work experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal. This information is to be submitted in Section V, Tab V of the Proposal.

Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. **Do not list Knox County Government or Knox County Schools as a reference.** References shall be submitted on Attachment A of this Request for Proposal.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.
PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Employer Identification Number (EIN)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Subcontractor(s) (if applicable)
- Acknowledgement of the receipt of any Addendum issued

TAB III **METHODOLOGY (30 POINTS)**

Proposers must demonstrate an understanding of Knox County's needs and fully explain overall approach to meet the County's requirements. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.4 and 4.5. Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum used in past projects that are similar in scope to the proposed training.

TAB IV **DELIVERY OF SERVICES (30 POINTS)**

Proposers must provide and implementation plan and comprehensive narrative statements that outline the management plan it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the County's project schedule. Proposers must thoroughly address each of the requirements outlined in the Delivery of Services portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.6.

TAB V **EXPERIENCE AND REFERENCES (20 POINTS)**

Proposers must thoroughly detail its approach to the Experience and References portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.7.

- References (Attachment A)
- Proposers must state the organization's number of years in business and provide a description of the organization to include office location(s).
- Proposers must describe the organization's experience with similar projects.
- Proposers must provide an organizational chart that illustrates the organization of the project team. The organizational chart must illustrate the lines of authority and designate the individual responsible and accountable for the completion of each component and deliverable of the Request for Proposal. Information about each person listed should include their a) title b) resume, including advanced education credentials, relevant work

experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal c) number of years with the organization and d) description of the type of work the individual will perform

TAB VI **PROPOSED COSTS (20 POINTS)**

Costs proposals must include all direct and indirect costs associated with the performance of the service. Proposed costs should be inclusive of all expenses. Proposer may include the methodology used to determine their proposed cost. Pricing must include all expenses, including transportation and ancillary out-of-pocket charges, if applicable. There will be no reimbursement for any such charges. Please state cost in a "per participant" format, noting any applicable volume discounts.

- Cost Sheet (Attachment E)

NOTE: This tab and Attachment E shall only be included in Section V behind Tab VI. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

TAB VII **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB VIII **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this Request for Proposal in your response.

TAB IX **ATTACHMENTS**

- Insurance Checklist (Attachment B)
- Criminal History Check Affidavit (Attachment C)
- Iran Divestment Act (Attachment D)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3667

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

23. Certificate of Insurance shall show the RFP number and title.

24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: _____

Surveys	$_____ per school Notes:
Assessments	$_____ per school Notes:
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$_____ per six-hour day
Virtual Coaching for Small Groups of five (5) or Individuals	$_____ per hour
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ per six-hour day
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ two (2)-six (6) hour days
School Visits (Inclusive of all Travel Costs for Consultant)	$_____ per school
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$_____ per three-hour day
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$_____ two (2)-three (3) hour days
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	_____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price Notes:
Registration Fees (Conference/Workshop)	$_____ per participant
Other Expenses:	

<u>DELIVERY:</u> All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

Equal Employment Opportunity

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.

Clean Air Act and Federal Water Pollution Control Act
Contractors and subcontractors will 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 will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension
A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying
The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

b. If any funds other than federally 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

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

Preferences for Products Produced or Manufactured in the U.S.
(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “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.

(2) “Manufactured products” means 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.

EXHIBIT B
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government and Knox County Schools (Request for Proposal #3667) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal's specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends upon the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial three (3) year period. However, due to the funding source, the County is required to renew the Contract on a yearly basis as per Paragraph 1 above. At the end of the first three (3) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request a price increase for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposal #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting and Services pursuant to Request for Proposal #3667.

TBA

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Evidence-Based Instruction Strategies Consulting and Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting and Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting and Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Evidence-Based Instruction Strategies Consulting and Services for the County in accordance with Request for Proposal #3667.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

SAMPLE

A. Request for Proposal #3667
B. Contractor's Response to Request for Proposal #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3667
Evidence-Based Instruction Strategies Consulting

Addendum Date: June 2, 2025

Buyer: Rachel Cabrera

Closing Date: June 13, 2025

The following is for clarification:

Question 1: Section 4.1. In reference to, "For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations." Should proposal responses encompass working with educators prek-12, or could proposal responses attend to working with a subset of grade-levels (i.e. Elementary only)? Will proposals be scored more favorably one way or another?

Answer 1: Proposals can attend to working with subsets of grade-levels. No, proposals will not be scored more favorably one way or the other.

Question 2: Section 5. Proposal Format: This section requests submissions in a three-ring binder and also requests two copies, 1 marked "original" and 1 exact copy. Should both "Original" and "Exact Copy" be in the same three-ring binder, or should each be submitted in their own binder?

Answer 2: They should be submitted in their own binder.

Question 3: Section 4.7 states "Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years." However, Attachment A states "Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years." Can you please clarify, do these references need to be related to work completed in the last five years, or work that is currently underway and has been in service for 5+ years? i.e. Could we submit a reference from the last five years of a similar project that had a 3-year duration?

Answer 3: The work could have been completed in the last five years or currently underway. Yes, your company could submit a reference from the last five years of a similar project that had a 3-year duration.

Question 4: Will all 92 schools necessarily receive consulting services, or is the number of schools to be determined?

Answer 4: Per Section 3.35 Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

Question 5: Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers? Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers?

Answer 5: We have 92 schools in KCS. Participants will primarily include executive principals and school-level leadership teams but may include supporting educators. Participant numbers will vary based on the size of the school and the focus of the work.

Question 6: Does the district have instructional coaches, and if so, do you envision the consultants supporting them via a train-

the-trainer model?

Answer 6: KCS has an instructional coach in each elementary school. Some of our middle schools and high schools have instructional coaches. Train-the-trainer model is an option for support.

Question 7: Section 4.4 states, "The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district." Do you have any additional information about the kind of strategic action plans you are looking for here?

Answer 7: Strategic plans should align with the district plan and school plan, but deeply analyze how best to achieve positive outcomes for students based on an understanding of the current state of instruction utilizing district IPGs. The plan should embrace the use of the district-provided HQIM (ELA, MATH, SCIENCE). Strategies outlined in the plan must align not only with research but with evidenced-based practices.

Question 8: How will schools and participants be selected?

Answer 8: School leaders will have autonomy to elect services and design support.

Question 9: Is there a vendor currently providing this scope of work?

Answer 9: Yes, Knox County currently has Contracts with Catapult Learning, LLC, Corwin Press and National Institute for Excellence in Teaching for Evidence-Based Instruction Strategies Consulting.

Question 10: Is a hybrid approach that includes onsite and virtual training acceptable?

Answer 10: Yes

Question 11: Does the district currently leverage an LMS for professional development?

Answer 11: Yes, Canvas.

Question 12: What is the budget for this scope of work?

Answer 12: The budget varies based on school budget and district budget.

Question 13: Tab VI Proposed Costs requests a "per participant" price but Attachment E Cost Sheet specifies a number of participants per service. Please clarify what should be reflected in Attachment E.

Answer 13: Please complete the Attachment E Cost Sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from the cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

End of Addendum I

Note: Addendum must be acknowledged in Section V behind Tab II of the proposal.

Rachel Cabrera

Rachel Cabrera
Senior Buyer, Knox County Procurement

Proposal Number 3667
Evidence-Based Instruction Strategies Consulting
Knox County Procurement Division

Response Submitted by
National Institute for Excellence in Teaching
(NIET)

June 10, 2025

NIET | NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING

NIET | NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING

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NIET | NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING

Tab I

NIET | NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING

June 10, 2025

Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, TN 37917

Dear Knox County Leaders,

The National Institute for Excellence in Teaching (NIET) is pleased to present Knox County Schools with this response to Proposal Number 3667 Evidence-Based Instruction Strategies Consulting. NIET is a 501(c)(3) nonprofit organization with the mission to build educator excellence to give all students the opportunity for success. We are confident that our services will lead to continued improvements for teachers and students in Knox County Schools. You will find included in the following pages an outline of proposed services for training and support for Evidence-Based Instruction Strategies Consulting in response to the requirements described in Proposal Number 3667.

NIET has thoroughly reviewed the services desired by Knox County as described in Proposal Number 3667. NIET's response to the request for proposal on the following pages demonstrates our understanding of the desired services and our ability to perform them. NIET will perform the services described in this proposal in a professional and timely manner with a high level of skill due to our expertise in implementing and supporting evidence-based instruction strategies. This letter authorizes the submission of the proposal with acknowledgement and acceptance of the terms and conditions stated in the proposal document.

NIET Senior Vice President of Services and Partnerships, Ms. Vicky Condalary will serve as your main contact person. Her email address is vcondalary@niet.org.

We look forward to continuing a strong partnership with Knox County Schools.

Sincerely,

Joshua H. Barnett

Joshua H. Barnett, Ph.D. | Chief Executive Officer
National Institute for Excellence in Teaching
https://www.niet.org/

Tab II

Company Profile

National Institute for Excellence in Teaching

Address:
National Institute for Excellence in Teaching
7333 E. Doubletree Ranch Road
Suite 250
Scottsdale, AZ 85258

Contact Information:
Vicky Condalary
Senior Vice President of Services and Partnerships
vcondarly@niet.org
1-800-575-NIET

Knox County Vendor Number:
73722

Employer Identification Number (EIN):
20-2268389

Knox County Business Tax License for Organization:
N/A

Knox County Business Tax License(s) for Subcontractor(s):
N/A

Acknowledgement of the receipt of the Addendum issued:
National Institute for Excellence in Teaching acknowledges receipt and review of Addendum 1 to RFP No. 3667 dated June 2, 2025.

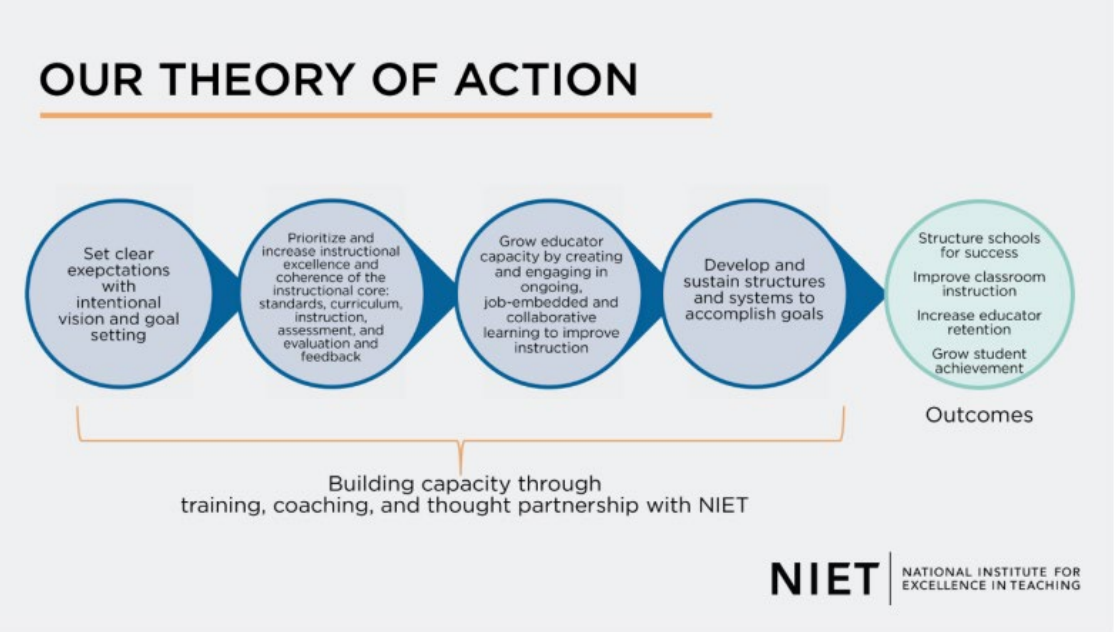
Tab III

Methodology

The National Institute for Excellence in Teaching (NIET) is a 501(c)(3) nonprofit organization with a mission to build educator excellence, giving all students the opportunity for success. NIET's vision is that every student in America is taught by an excellent teacher and supported by effective leaders every year – and that has been the foundation of NIET's work. NIET believes that intentional, sustained, and high-quality investments in educators directly result in students' success and are essential to eliminating equity gaps. NIET is optimistic about what leaders, teachers, and students are capable of, as we see our partners rise to new levels of success every day.

NIET's body of work and expertise align with the requests outlined in Proposal Number 3667 for Evidence-Based Instruction Strategies Consulting for Knox County, specifically with the priorities detailed in our approach to professional consultation for schools and districts and adult learning framework. NIET's Theory of Action (see Figure 1) visually represents our focused approach to professional consultation for schools and districts, and is a proven approach to build educator capacity through training, coaching, and thought partnership.

Figure 1: NIET Theory of Action



By supporting schools or districts in setting clear expectations with an intentional vision and goal-setting, educators are transformed into great educators in every school. Prioritizing and increasing instructional excellence and coherence of the instructional core to ensure alignment across standards, curriculum, instruction, assessment, observation and feedback increases outcomes for students and strengthens instructional practices for teachers.

While working with school and district partners across the country, NIET has identified key lessons in supporting the adoption and implementation of high-quality curricula that inform our approach to

professional consultation for schools and districts. These six key lessons outline a framework for critical supports for teachers and leaders:

1. Focus on leaders first.
2. Create time, structures, and formal roles to support ongoing, school-based collaborative professional learning.
3. Adopt a research-based instructional rubric to guide conversations about teaching and learning in relation to the curriculum.
4. Anchor coaching and feedback in the curriculum.
5. Recognize the stages of curriculum implementation and what teachers need to progress to higher stages.
6. Ensure that districts work closely with schools to plan, communicate, and implement school-based professional learning that integrates support for curriculum and instructional practices.

These key lessons inform our work, enabling us to support schools and districts nationwide in implementing high-quality instructional materials more effectively. More information on these six key lessons, outlined as recommendations, is detailed in (Example A) High-Quality Curriculum Implementation Recommendations, a summary of NIET's policy paper *High-Quality Curriculum Implementation: Connecting What to Teach with How to Teach It.*

NIET has seen firsthand how more demanding instructional materials require significant improvements in classroom teaching to enable students to master higher-level content. That is why NIET is committed to creating the conditions necessary for every teacher to access a high-quality curriculum and the instructional support that equips them to use those materials to accelerate student learning.

NIET supports executives, principals, school leadership teams, and instructional coaches by connecting curriculum implementation and evidence-based, content-specific strategies. NIET's professional consultation for districts and schools facilitates educators embedding curriculum across their professional learning systems and instructional structures, such as school leadership team meetings, professional learning communities, observation and feedback systems, principal meetings, and district-wide professional learning. By embedding curriculum implementation and professional learning that is grounded in evidence-based, content-specific strategies, teachers, instructional coaches, and school and district leaders can effectively implement HQIM with fidelity. This integration creates a cohesive and coherent academic and cultural model that maximizes the impact on teaching practice and, in turn, student achievement.

To ensure that the priorities of excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation are embedded in the goals and practices of Knox County Schools, NIET will begin by conducting a Curriculum Focused Strengths-Based Needs Assessment (SBNA) at identified campuses. The SBNA is a foundational element of NIET's adult learning framework and partnership approach. It serves as a diagnostic and strategic planning tool to identify each school's strengths, needs, and priorities through a comprehensive, collaborative process. NIET team members, experts in systems improvement, lead on-site reviews in coordination with district and school leadership. These reviews include classroom learning walks, interviews with educators, observation of professional learning and leadership meetings, and document analysis.

The SBNA process is grounded in four interrelated pillars of school success: instructional excellence, collaborative professional learning, collective leadership, and reflective culture. It ensures a deep understanding of each school's current state in the broader school community. This process captures

the current state of instruction and identifies opportunities to strengthen educator practice and leadership aligned to curriculum and student needs. The insights gained allow NIET to co-develop a tailored Partner Support Plan that builds on existing strengths and addresses areas of growth through aligned training, coaching, and systems support.

NIET's Partner Support Plan (Example B) is a foundational tool to ensure that each partnership with a district begins with a clear, shared understanding of purpose, priorities, and success measures. This plan outlines the partnership's goals, the roles and responsibilities of all stakeholders, and the specific outcomes that will define success. It also identifies the data sources and evidence that will be used to measure progress toward those outcomes. Importantly, the Partner Support Plan details the strategies, supports, and resources NIET will provide to build district and school capacity, ensuring that efforts are aligned, targeted, and responsive to each partner's unique context and needs. This collaborative and transparent approach lays the groundwork for impactful and sustained improvement in teaching and learning.

After the Partner Support Plan is strategically developed and implemented, NIET will support the implementation of Knox County's focus on evidence-based, content-specific strategies for instruction through facilitating learning walks, followed by a team debrief to identify trends and prepare coaching feedback. The analysis of the learning walk data will determine excellence in foundational skills within classrooms and evidence-based practices. These collaborative and leader-led learning walks will become one of the primary ways to monitor the implementation of professional learning provided to educators throughout each year, providing teachers with high-quality feedback grounded in curriculum, evidence-based practices, and connections to professional learning priorities.

NIET's collaborative analysis of classroom walkthroughs will inform next steps in curriculum-based collaborative learning and professional learning, particularly in the focus areas of evidence-based practices and content-specific strategies. Evidence of classroom walkthroughs and the routine use of student work analysis will support and strengthen a culture of learning within the school and community, promoting academic competence and increasing student proficiency. In addition, NIET will administer a professional survey to gather feedback from teachers and leaders on the culture of collaboration, the quality of professional learning, and their perceptions of instructional improvement efforts. The feedback will be used to assess educator engagement, inform strategic action planning, and adjust support in real-time. Findings will be reviewed collaboratively with district leadership teams to inform ongoing support and adjustments to the implementation of evidence-based instructional practices.

NIET's Student Work Analysis Protocol (Example C) builds discernment within teachers by supporting their professional learning by measuring their impact on student learning through routine student work analysis. As a result of engaging in NIET's Student Work Analysis Protocol, teachers will understand what students are thinking about the foundational skills, or concepts, that they are learning, provide effective feedback that progresses student learning, and decide on the next instructional moves. In addition, findings from the student analysis will inform the specific content focus on evidence-based instructional literacy strategies (Example D).

To ensure Knox County's fourth priority, career empowerment and preparation, NIET's services are designed to build school capacity by recruiting, developing, and retaining talent. This is achieved by helping schools create a support system and structure that enables teachers and leaders to thrive and motivates them to stay. For example, NIET's teacher leadership and professional learning systems

provide solutions for educators who seek ongoing support to advance their careers and opportunities to enhance their knowledge and skills by creating formal structures that empower teacher leaders with the responsibility, accountability, and authority to drive instruction. By restructuring the typical career and advancement pathways, NIET creates opportunities for educators to advance while directly impacting the classroom. NIET provides onsite and online coaching and support to help identify and develop instructional coaches and teacher leaders. The ultimate goal is to build their capacity as instructional leaders. NIET's teacher leadership system restructures leadership opportunities to help schools identify and train teachers as instructional leaders, who assume additional roles and responsibilities with commensurate pay. These teacher leaders offer support to their colleagues and principals. The mentoring role allows the teacher leaders to maintain close ties to the classroom, with some even teaching a class or two of their own, while having a broader impact on students by driving instruction schoolwide. NIET's support ensures schools maximize their teacher leaders by:

- Coaching principals and other school and district administrators to provide feedback and leadership that can foster development, improvement, and growth
- Defining specific teacher leadership roles and responsibilities
- Identifying essential experiences and characteristics required for teacher leaders
- Training teacher leaders to take on new roles and responsibilities in teacher observation and professional learning
- Developing accountability systems to measure performance in these roles
- Assisting schools in restructuring the school day to allow teacher leaders to maintain their classrooms while spending significant time co-teaching and providing professional learning for teachers

Through this approach, NIET supports leaders in conducting curriculum-anchored classroom walkthroughs, followed by coaching-focused reflective debriefs, which create ongoing opportunities to monitor instructional improvement and inform professional learning priorities. This process provides actionable insight into implementing high-quality instructional materials and evidence-based, content-specific teaching strategies. NIET's approach to supporting districts and schools is to foster a culture of continuous improvement, to cultivate exceptional educators, enhance foundational skill instruction, promote student success, and establish career pathways that empower and retain talented teachers and leaders.

- **Example A**: High Quality Curriculum Implementation Recommendations
- **Example B**: Strong Foundations Grant PSP Goals and Outcomes
- **Example C**: Effectively Using Student Work to Understand Student Progress
- **Example D**: Phonological Awareness Training Sample

Recommendation 1: Focus on leaders first.

Action Steps for District Leaders

- Invest time upfront for learning the new curriculum and how it aligns to other core instructional elements (standards, instruction, assessment, and evaluation and feedback).
- Identify any gaps between standards, curriculum, and assessments, both interim and summative.
- Communicate the connections and coherence between the new curriculum and other initiatives.
- Plan for curriculum implementation by creating specific, districtwide professional learning structures and identifying effective partners.
- **Virtual Strategy**: Guiding questions for planning virtual learning provide a tool for teachers as they consider objectives and the primary content for each lesson and make intentional connections across standards, instruction, and curriculum.

Action Steps for School Leaders

- Create opportunities for the school leadership team (including teacher leaders or instructional support staff) to learn the new curriculum.
- Communicate to teachers how the curriculum connects to other core instructional elements (standards, instruction, assessment, and evaluation and feedback).

Action Steps for Teacher Leaders

- Learn the new curriculum and how it connects to other core instructional elements (standards, instruction, assessments, and evaluation and feedback).
- **Virtual Strategy**: Use a standards recovery planning template to help teachers identify missed standards, make connections to where they are covered in the curriculum, and create an action plan for integrating those in instruction.

Recommendation 2: Create time, structures, and formal roles for ongoing, collaborative professional learning at the school level.

Action Steps for District Leaders

- Create, fund, and train formal, instructionally focused teacher leadership roles at the school level with the time and authority to provide support for curriculum implementation.
- Develop protocols to support and standardize the work of professional learning teams.

Action Steps for School Leaders

- Create time and structures for weekly, collaborative professional learning team meetings and school leadership team meetings.
- Analyze data, set goals, monitor progress, and adjust plans for curriculum support.
- Support teacher leaders to effectively lead collaborative professional learning.

Action Steps for Teacher Leaders

- Lead collaborative professional learning teams that focus on building teachers' instructional capacity to deliver their curriculum in the classroom.
- Serve on the school leadership team.
- **Virtual Strategy**: Support peers in their online instruction and ensure students are engaged with the content. Professional learning and coaching for teachers can move online, too.

Recommendation 3: Adopt a research-based instructional rubric to guide conversations around teaching and learning with the curriculum.

Action Steps for District Leaders

- Adopt a research-based instructional rubric that creates a common language to describe instructional practice at levels that increase in effectiveness.
- Communicate how instructional practices support curriculum implementation.
- **Virtual Strategy**: Use a rubric companion tool to show what use of high-quality instruction and materials can look like in a virtual setting.

Action Steps for School Leaders

- Strengthen teachers' implementation of curriculum lessons and units by using an instructional rubric to build their instructional skills.
- Build teacher leader skills in using the instructional rubric to support professional learning.

Action Steps for Teacher Leaders

- Observe and analyze classroom practice and student work to identify areas for improvement in the delivery of the curriculum.
- **Virtual Strategy**: Help teachers plan for how students will demonstrate that they know the content in a virtual environment. This can include being clear and intentional about success criteria, modeling, and providing strong examples.

Recommendation 4: Anchor coaching and feedback in the curriculum.

Action Steps for District Leaders

- Train district leaders to create coherence and consistency in coaching school leaders and teacher leaders.
- Observe, analyze, and support necessary adjustments as curriculum is implemented.

Action Steps for School Leaders

- Observe classrooms to identify challenges with curriculum implementation.
- Use curriculum resources and supports when coaching and providing feedback.
- Build teacher leader skills in providing high-quality coaching and feedback grounded in the curriculum.
- **Virtual Strategy**: Provide a strong lesson planning template for virtual learning to support teachers as they identify resources students will need.

Action Steps for Teacher Leaders

- Observe classroom lessons to understand how teachers are implementing the curriculum.
- Provide feedback and specific recommendations for improvement that are grounded in the curriculum and student work.
- **Virtual Strategy**: Using a rubric companion tool for virtual learning, look for intentional use of activities, materials, and tools on platforms such as Zoom or Google Classroom to analyze how a teacher uses the curriculum during the lesson.

Recommendation 5: Recognize the stages of curriculum implementation and what teachers need to progress to higher stages.

Action Steps for District Leaders

- Visit classrooms and work with principals and their leadership team members to identify specific challenges teachers are facing in implementing the curriculum with students.
- Ensure that professional learning and coaching for school leadership team members address the specific challenges classroom teachers are facing with curriculum implementation in their school.

Action Steps for School Leaders

- Build expertise in the skills and knowledge needed by each teacher to implement their curriculum well.
- Support professional learning teams to focus on the skills and knowledge that teachers in that team need to grow and develop.
- Provide individual coaching that helps teachers to improve their skills and knowledge using the curriculum.

Action Steps for Teacher Leaders

- Lead weekly professional learning that supports teams of teachers to improve their skills and knowledge in implementing specific units and lessons in the curriculum.
- Help classroom teachers to analyze their instructional practice, reflect on areas for improvement, and make steady improvements in their ability to teach using high-quality instructional materials.
- **Virtual Strategy**: Focus job-embedded professional learning on building the skills necessary to deliver lessons virtually, including modeling how to use high-quality content and observing and providing feedback to teachers on their virtual lessons.

Recommendation 6: Ensure that districts work closely with school leaders to plan for, communicate, and implement school-based professional learning that blends support for curriculum and instructional practice.

Action Steps for District Leaders

- Create professional learning structures and opportunities for leaders at all levels to collaborate on curriculum implementation throughout the year.
- Coordinate district training and support with the school-based work of teacher leaders and school leaders.
- Coordinate the work of different service providers working in schools.
- **Virtual Strategy**: Work closely with school leaders to plan ongoing and job-embedded professional learning.

Action Steps for School Leaders

- Coordinate with district leaders to plan for, communicate, and implement school-based professional learning that blends support for curriculum and instructional practice.

Action Steps for Teacher Leaders

- Engage in opportunities to work with district and school leaders on curriculum implementation.

NIET Partner Support Plan

Partner: *Strong Foundations Implementation Grant ISD*

PART A: GOALS AND HIGH-LEVEL OBJECTIVES

Total Number of days:

Progress Monitoring Check-in(s):

1. Mid-Partnership Check-in: *January 2025*
2. End-of-Partnership Check-in: *June 2025*

YEAR 1

NIET-Supported Partner Goal(s): *What are the district or school goals that NIET is supporting?*	**Aligned Target Outcome(s):** ***By the end of the [2024-26] partnership, the Strong Foundations Implementation Committee will develop a clear, research-based system, to ensure alignment of curriculum and instruction.***	**Data / Evidence:** what data will you collect in order to know if you've reached your targeted outcome by the end of the project?
HQIM Implementation: Teachers implement all components of the Eureka Math Texas Edition and Amplify with **fidelity**.	***A. By May 2025, 90% of teachers will implement all components of HQIM with fidelity.***	• *Learning Walks* • *Product observations* • *PLC bring back*
Teacher Practice: Teachers **consistently use** unit and lesson internalization protocols and are prepared to teach.	***B. By May 2025, 90% of teachers utilize unit/module and lesson internalization protocols.***	• *PLC* • *Learning walks* • *Classroom walkthrough data* • *Internalized lessons* • *Product observations*
Student Outcomes: All students engage with grade-level content from the HQIM and build familiarity with product-specific routines and strategies. All students are given the	***C. By May 2025, 90% of students are engaged in grade level content through HQIM routines and strategies.***	• *Internalized Lessons* • *Learning walks* • *Classroom walkthrough data*

opportunity to talk, write, practice, and productively grapple with grade-level content through the HQIM.		

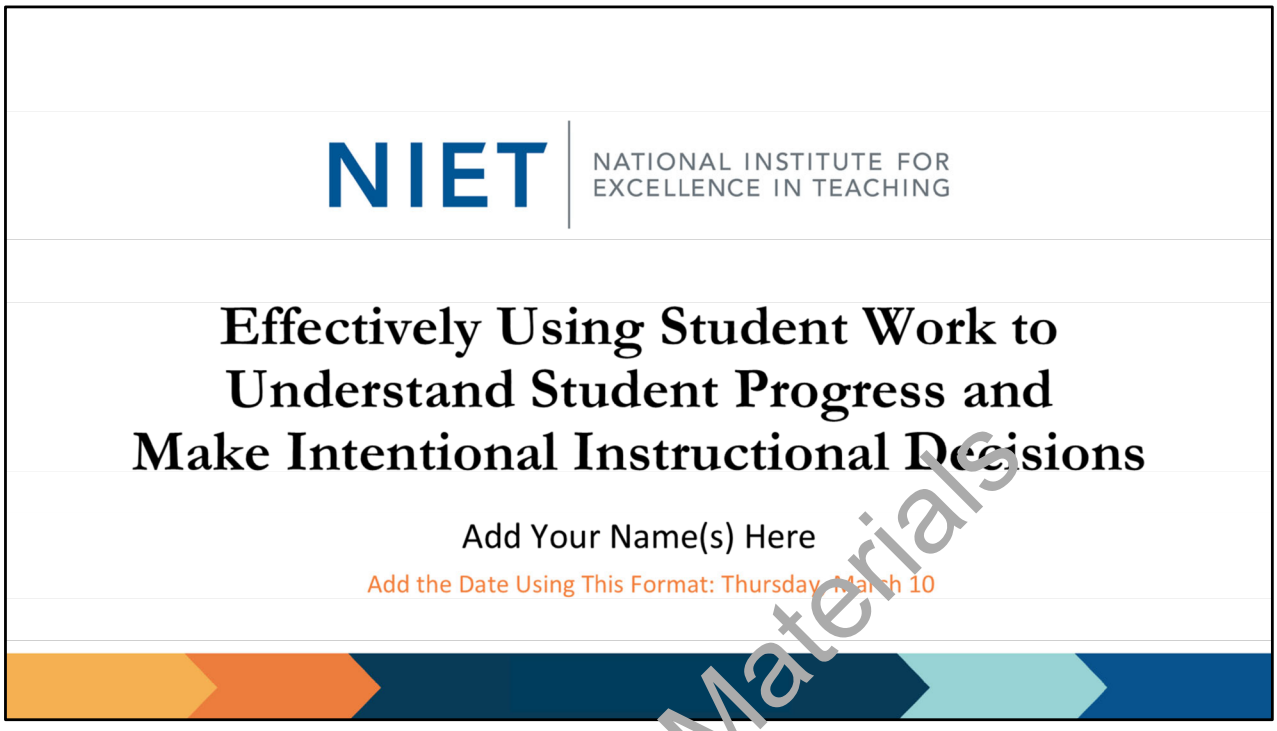
If this partnership is part of a grant, are there any additional grant requirements?	*District submission of feedback surveys from TEA to district leadership and the district committee on a quarterly basis.* *Milestones and deliverables monthly.* *Attendance at TEA led trainings for the Strong Foundations Grant.*

Outcome A:	***A. By May 2025, 90% of teachers will implement all components of HQIM with fidelity.***	**Total # of Days for this outcome:** **Timeframe (Date range or months):** July 2024- June 2025
Mid-Partnership Success Criteria: What progress do you expect to make toward that outcome by mid-partnership?		**Data / Evidence:** What data/evidence will you collect in order to know if you've accomplished your mid-partnership success criteria?
• *Conduct 1 learning walk per campus with 75% of all teachers implementing all components of HQIM with fidelity.* • *Conduct 2 product observations, per product (Amplify, Eureka) demonstrating 75% full implementation by teacher.* • *Coaching conversation after each round of product observations with reinforcement, refinement, and a clear action step based on the product observation evidence.*		• *Learning walks* • *Products observations*

Outcome B:	***B. By May 2025, 90% of teachers utilize unit/module and lesson internalization protocols.***	**Total # of Days for this outcome:** **Timeframe (Date range or months):** July 2024- June 2025
Mid-Partnership Success Criteria: What progress do you expect to make toward		**Data / Evidence:** What data/evidence will you collect in order to know if

that outcome by mid-partnership?	you've accomplished your mid-partnership success criteria?
• ***75% of teachers are utilizing unit/module and lesson internalization protocols in PLCs.*** • ***Fall learning walks conducted to see internalization transfer in the classroom.*** • ***Classroom walkthrough data is reviewed 2 times in the fall to determine unit/module and lesson internalization at 75% evident in walkthroughs.***	• *PLC* • *Learning walks* • *Classroom walkthrough data*

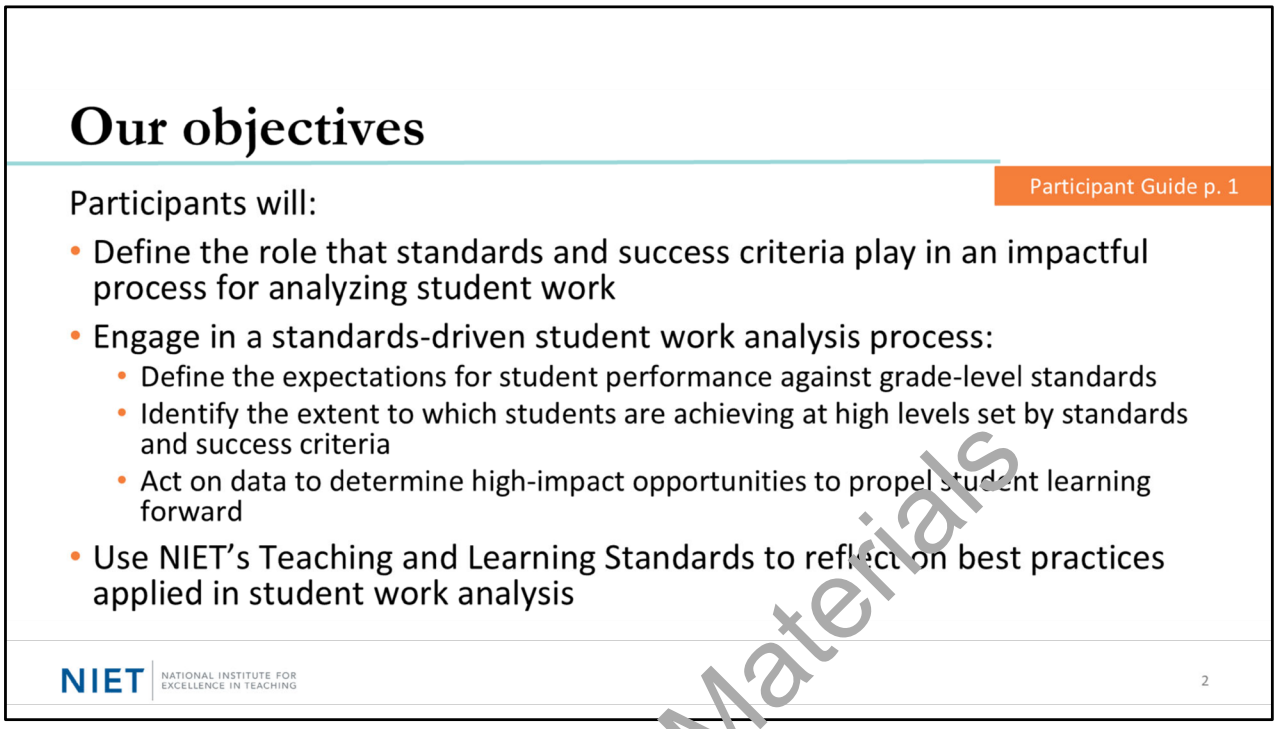
Outcome C:	***C. By May 2025, 90% of students are engaged in grade level content through HQIM routines and strategies.***	**Total # of Days for this outcome:** **Timeframe (Date range or months):** July 2024- June 2025
Mid-Partnership Success Criteria: What progress do you expect to make toward that outcome by mid-partnership?		**Data / Evidence:** What data/evidence will you collect in order to know if you've accomplished your mid-partnership success criteria?
• ***By January 2025, 75% of students are engaged in grade level content through HQIM routines and strategies.***		• *Lesson Plans* • *Learning walks* • *Classroom walkthrough data*



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[9 minutes scheduled for opening section]
2 min

Welcome and introductions

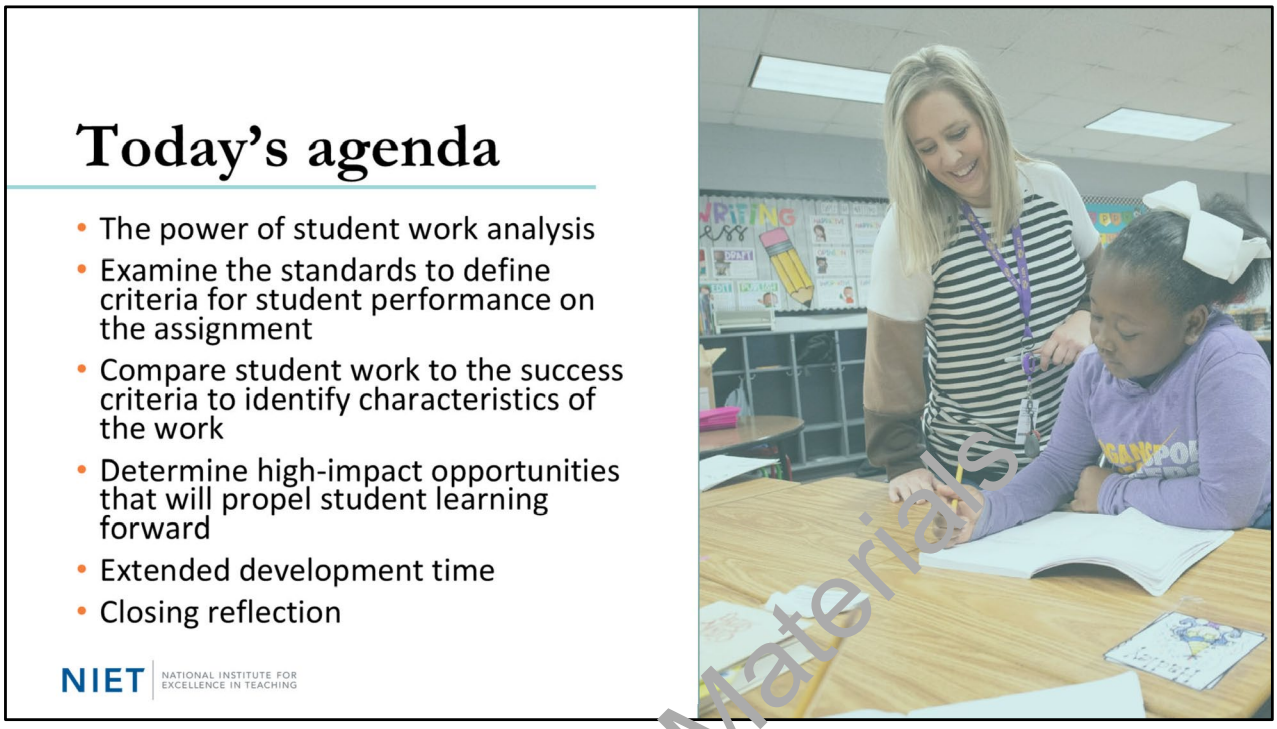


2 mins

Share the learning objectives for the day.

Key idea: Emphasize that the learning today is equally focused on 1) learning and practicing a standards-focused student work analysis process; 2) Using the process to reflect and closely examine our own practices as teachers and teacher leaders.

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3 min

Preview the day's agenda. Note where breaks and lunch will fall.

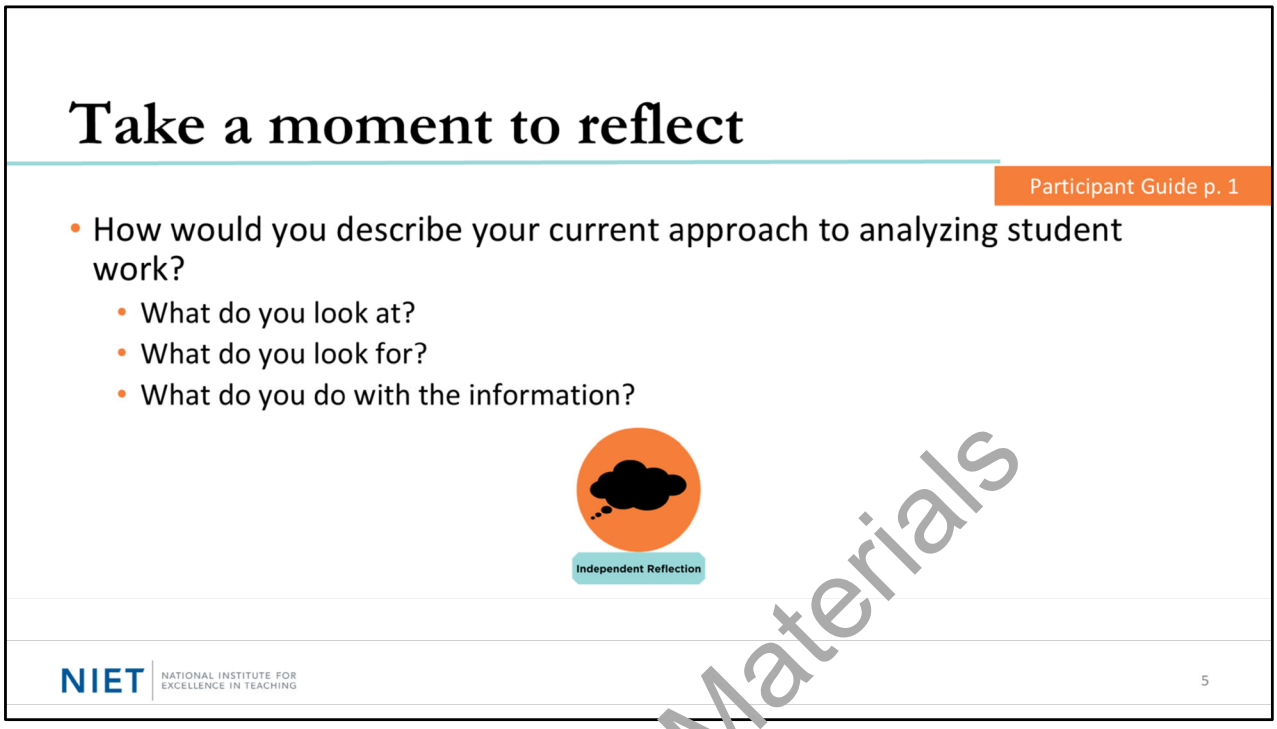
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[33-38 minutes scheduled for The Power of SW Analysis section]
<1 minute

Agenda marker: The Power of Student Work Analysis

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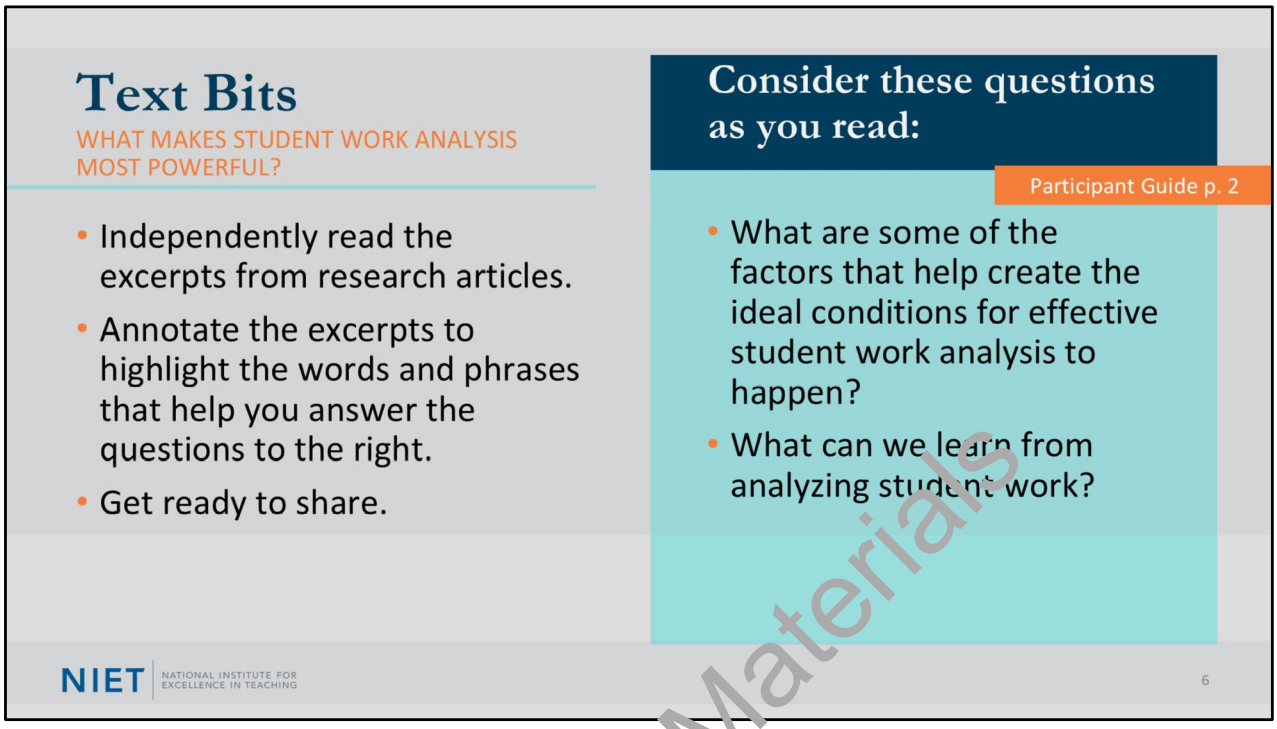
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5 min

Opening reflection

We will revisit this at the end of the day to take stock of our new learning

Key idea: We are all coming with a set of experiences and ideas related to analyzing student work. This session is an opportunity to build on those experiences and consider how you might *adopt* elements of the approach we'll take you through today, or *adapt* your current approach so that the efforts you put into student work analysis have rewarding benefits – not only for you as educators, but also for your students.



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16 min total

Notice the question in orange at the top of our slide - What makes student work analysis most powerful? To help us begin to answer that question, We're going to engage in an activity we like to call Text Bits. These text bits are all pulled from research that helps us understand the powerful outcomes that student work analysis can have on educators and students.

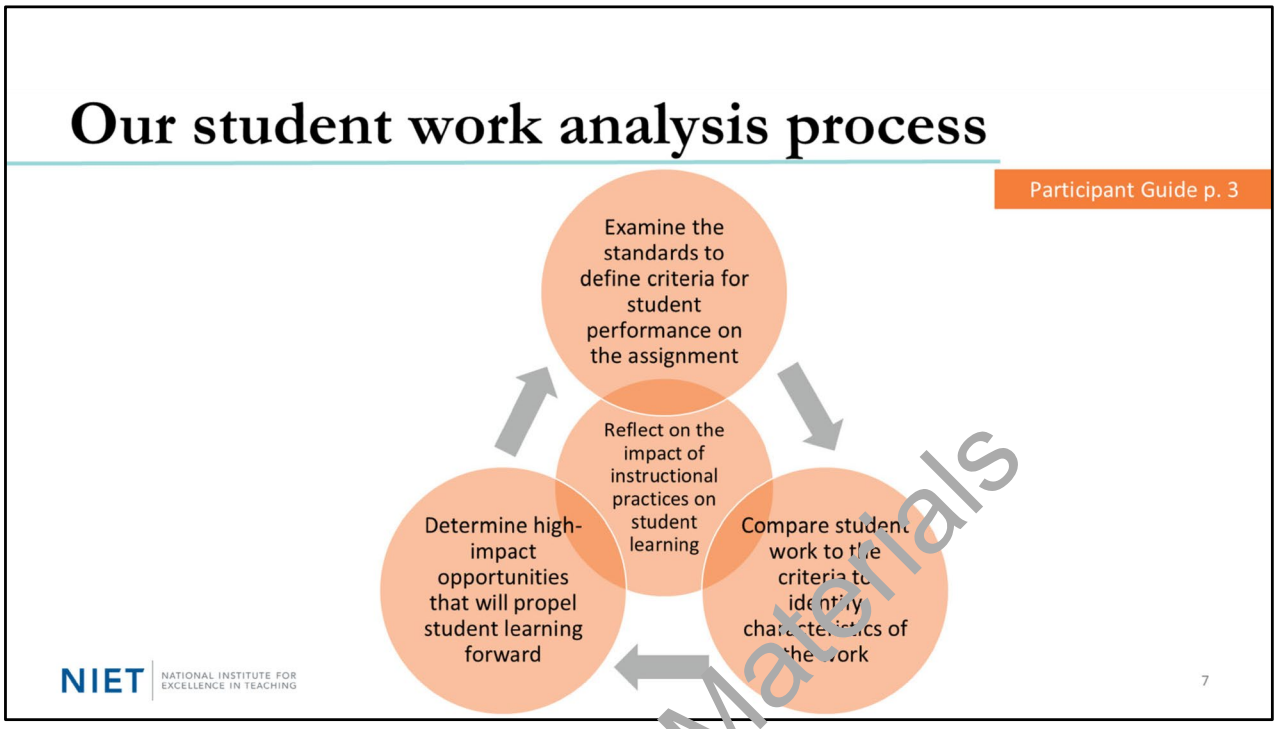
Directions for Text Bits activity:

1. 3 min: Independently review the different quotes pulled from different research articles.
2. 3 min: Individuals should annotate the excerpts to highlight the information that helps them respond to the questions in the blue box.
3. 5 min: either share at tables or get up and mix & mingle (choose best option based on training space & set up)
4. 3 min: return to seats. Whole group share of meaningful take-aways.

Transition: The literature makes clear is that analyzing student work is beneficial to 1) help us understand what and how students are learning, and 2) support reflection on our own

instructional practices. Let's look now at a student work analysis process that is specifically designed to achieve both of these outcomes.

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5 min

Key Idea: The graphic on this slide represents the student work analysis process we'll work through today.

You'll notice a few **key features** of the process:

- There are **three key actions** that make up this cyclical process…
    1. This process begins with examining the standards that are central to the assignment and articulating the criteria that define mastery of those standards. This key action occurs before instruction begins because it gives teachers clarity on what to expect in terms of student performance – down to the level of detail of having an exemplar response to the task. Once we know what student success looks like for the target standards, we can then identify which criteria are aligned to the purpose of the assignment being analyzed. Once we have clarity on what the standards call for and what success looks like for a given assignment, then instruction takes place and students are given the opportunity to engage in the work of the lesson(s), we can move to the next key action.
        - NOTE: for training purposes today, we will not be able to complete this first key action prior to instruction. Additionally, there may be times as coaches, school leaders, or in collaborative settings (PLCs) you may find

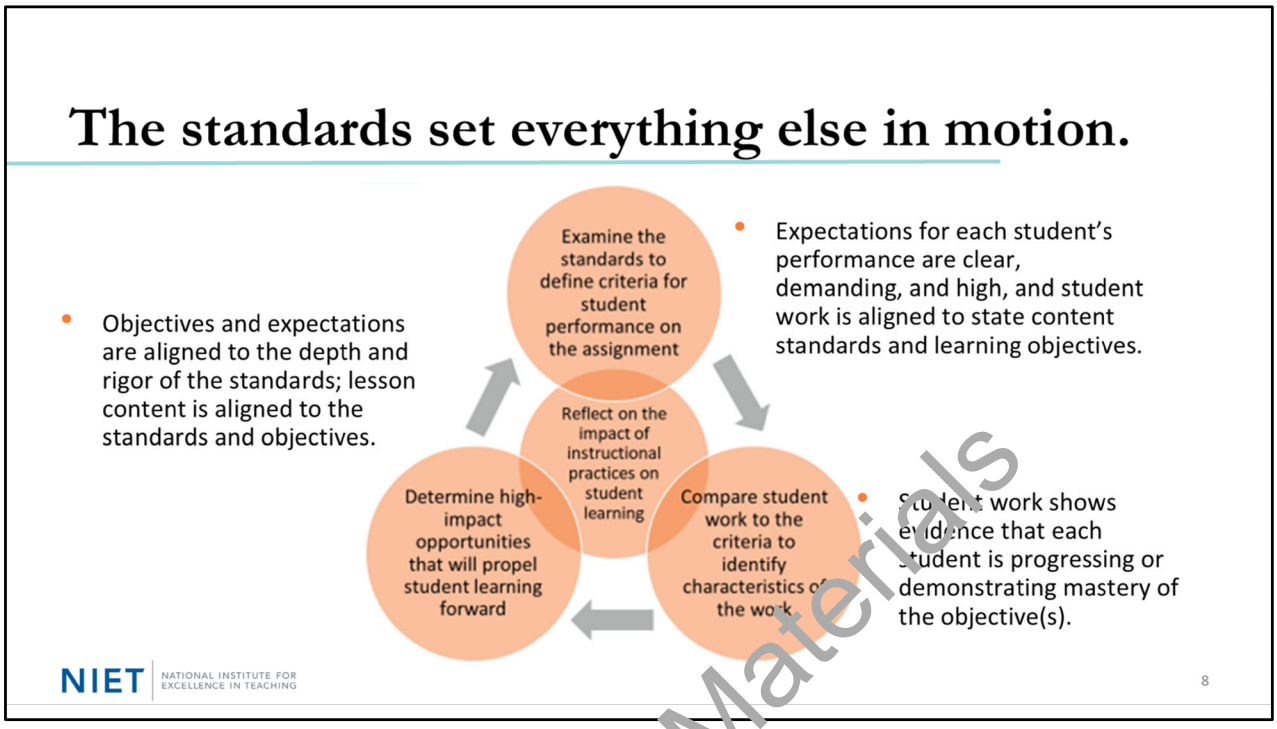
yourselves defining criteria for student performance after instruction has taken place. As classroom teachers, however, we always push to complete this action step prior to instruction.

2. Key action 2 picks up again after instruction takes places and after students have a chance to complete the task or assignment. Here is where we then we compare student work to the performance criteria to identify characteristics of the work. It's this second key action where we compare student work to the standards and criteria to determine where students are in their learning process as it relates to the expectations of the assignment.
3. The third key action encourages us to determine what's next for students based on the analysis of the work so far: what's needed to take students further in their learning?

- The other important feature of this process is that it encourages **reflection on our own decisions and practices** as educators throughout each key action. This isn't just a process for analyzing student work, it's also a process to support professional reflection and growth. As we engage in the process we intentionally pause to consider how our actions impact student learning. Each action gives us an opportunity to reflect on our choices and practices as educators and make improvements that will support all students in their learning.

Transition: We'll talk more specifically about each key action today as we engage in the process and pause to reflect on our own practices.

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5-7 minutes

Key idea: This slide connects the student work analysis process to three specific descriptors from the Instruction domain within the Teaching and Learning Standards.

Facilitation Notes:

Just like you named in our discussion, the standards set everything else related to instruction and learning in motion. Standards and Objectives are the foundations for nearly everything else we do as educators. If we are not clear about the rigor of the standards and what we want students to know and be able to do, then the sequence of instruction cannot be developed or implemented. This includes being able to accurately assess and monitor student learning – and that has an implication for how we analyze and interpret student work.

Let's take a look at three specific descriptors and how they match up to the key actions in our student work analysis process. **<Click to reveal the image of the analysis process>**

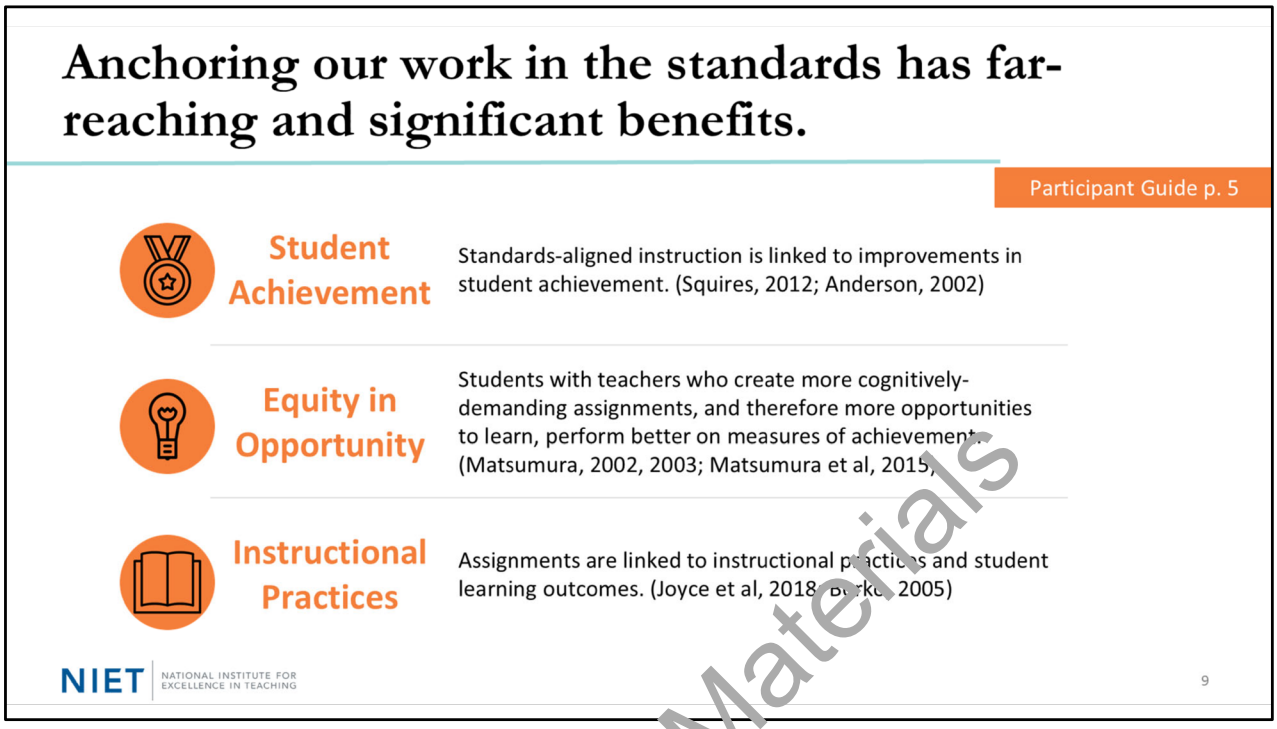
- Prior to teaching any lesson, the teacher examines the standards and gains clarity

on what students must do to successfully meet the demands of the standard and how that translates to the task or assignment. **<click to reveal the aligned descriptor from the rubric>** This key action ensures that the lesson expectations and content are aligned to the depth and rigor of the standards.

- **<click to reveal the next aligned descriptor from the rubric>** Success criteria built from the standard are critical to establishing expectations for student performance on any given task.
- **<click to reveal the next descriptor>** Then, with clarity on what standards-aligned success is, we can examine the student work to determine to what extent students are demonstrating mastery and make additional instructional decisions to keep students progressing.

Transition – and the benefits of anchoring this work in the standards have far-reaching, significant benefits, as current research shows us…

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5 min

Key Idea: Starting with the standards in our student work analysis is shown to have significant positive impact on student achievement, the opportunity to learn, and improvements in instructional practices.

Facilitation notes:
Much of what makes student work analysis most powerful is when we go deep, taking the time to truly understand the alignment to your state content standards. The role of standards: The standards drive the analysis of student work because 1) the standards help us define the quality of the assignments students are provided; 2) high-quality, standards-aligned assignments help teachers and leaders understand the status of student achievement, instructional practices, and equity in opportunity in their buildings.

And when we look closely at the body of research behind standards-aligned assignments we can clearly see that standards-aligned assignments can be a means to much greater ends:

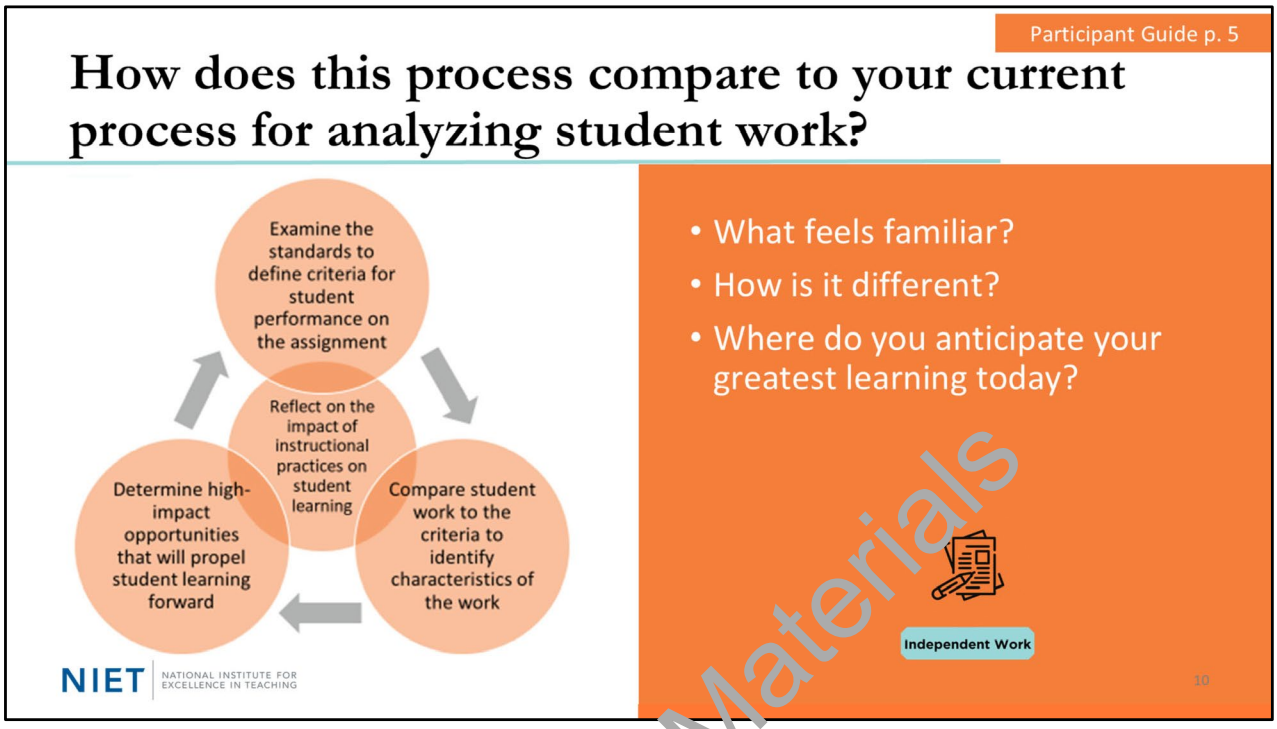
- **Student Achievement:** When instruction is aligned to the standards it is linked to significant improvements in student achievement; student achievement was positively correlated with the amount of skill-practice opportunities provided through curriculum

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materials like textbooks; and that the alignment between curriculum, lesson planning, and instruction yields positive outcomes for student academic success (Squires, 2012; Anderson, 2002).

- **Equity in opportunity**: *Cognitive demand studies focused on the extent to which instruction requires students to engage in higher-order thinking processes aligned to the content have also shed light on how opportunity-to-learn impacts student outcomes.* In a 2015 study, Matsumura et al. (2015) found that the cognitive demand of text-based writing assignments predicted multiple features of students' writing performance, including their ability to think analytically about the text, support their ideas using evidence from the text, and organize their writing. Findings from this study also suggest that the instruction and learning tasks that position students to engage with a text is more associated with student writing performance than the quality of the text, on its own. In Matusmura and colleagues (2003, 2002) showed that students who were exposed to teachers who created more cognitively-demanding assignments performed better on the Stanford Test of Achievement, Ninth Edition (Stanford 9).
- **Instructional Practices:** A segment of the research on strong classroom instruction provides evidence that *assignments and classroom artifacts (e.g. instructional materials, assignments, quizzes, tests, student work, teacher feedback on student work, wall and board displays, and teacher reflections) can be used to capture several aspects of classroom instructional practice* (Joyce et al, 2018; Borko, 2005), which show a positive relationship with student outcomes.

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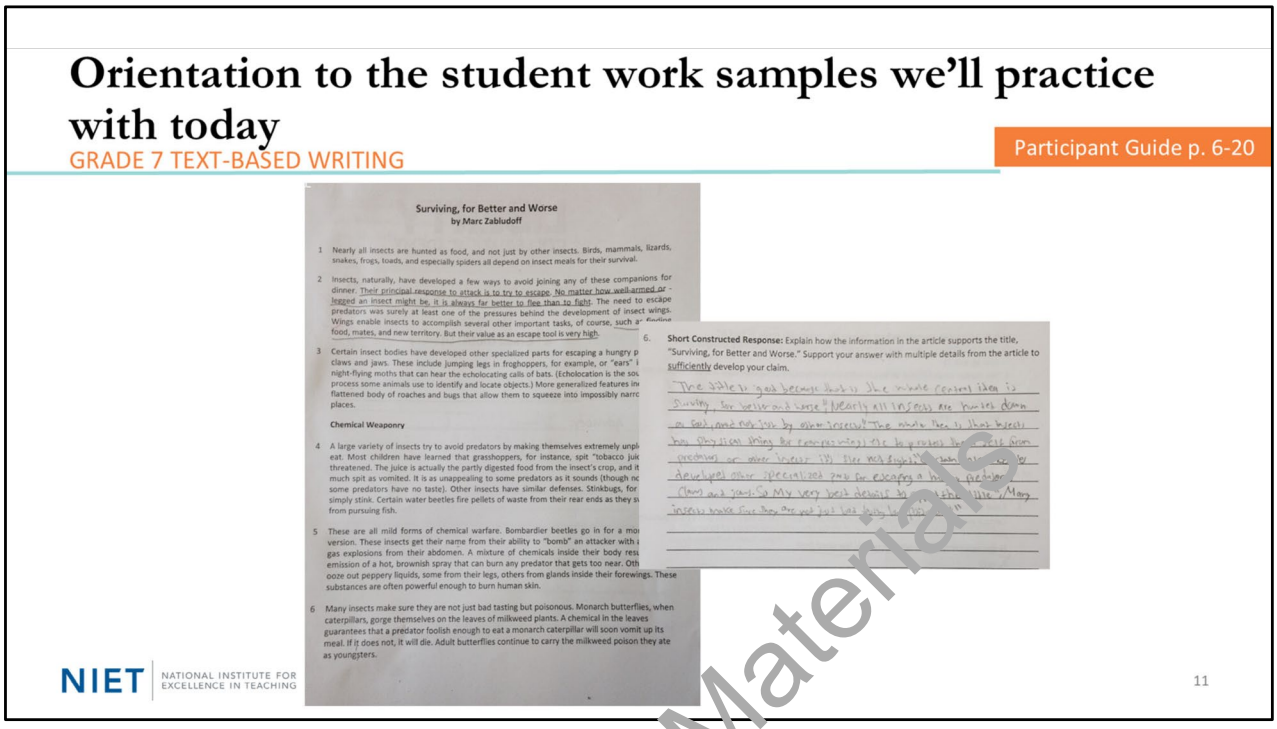
4 min

Independent work time: Reflect, note any early questions, & set a personal goal for learning.

If time allows, can share at tables and/or encourage whole group sharing.

Transition: Your charge in this session is to take these learnings from the research and 1) apply them to hone your student work analysis skills and 2) use the experience to reflect on the best practices applied in student work analysis

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USE FOR GRADE 7 TEXT-BASED WRITING SAMPLES

12 min

Key idea: *set the stage for the student work samples and proactively answer common questions that come up when looking at student work that is not one's own. Please remain neutral in your perspective about any published curricula used in this training - we should not advocate for the use of one set of high-quality materials over another.*

The student work samples that we will work with today for whole group practice are from a 7th-grade text-based writing task. We've intentionally selected this task because this type of writing parallels the writing in professional, scholarly texts and documents across multiple subject areas. The writing is thesis-driven and evidence-based – which reflects the reading and writing demands on students in nearly every subject.

We'll be looking at both the named reading and writing standards for this assignment, using the national college and career readiness standards.

- Grade 7 Informational Reading #2: RI.7.2 Determine two or more central ideas in a text and analyze their development over the course of the text; provide an objective summary of the text.

- W.7.2 Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.
    - a Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/ effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.
    - b Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.
    - c Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.
    - d Use precise language and domain-specific vocabulary to inform about or explain the topic.
    - e Establish and maintain a formal style.
    - f Provide a concluding statement or section that follows from and supports the information or explanation presented.

Allow participants 5 minutes to skim the text used in the assignment. The text is the same for all 5 samples.

After participants read the text, allow time to scan the work samples without making any judgements:
You have 5 samples representing 5 different students (1 sample from each). The samples show how each student marked up the text in preparation for the writing portion of the activity. And, you also have each student's written work.

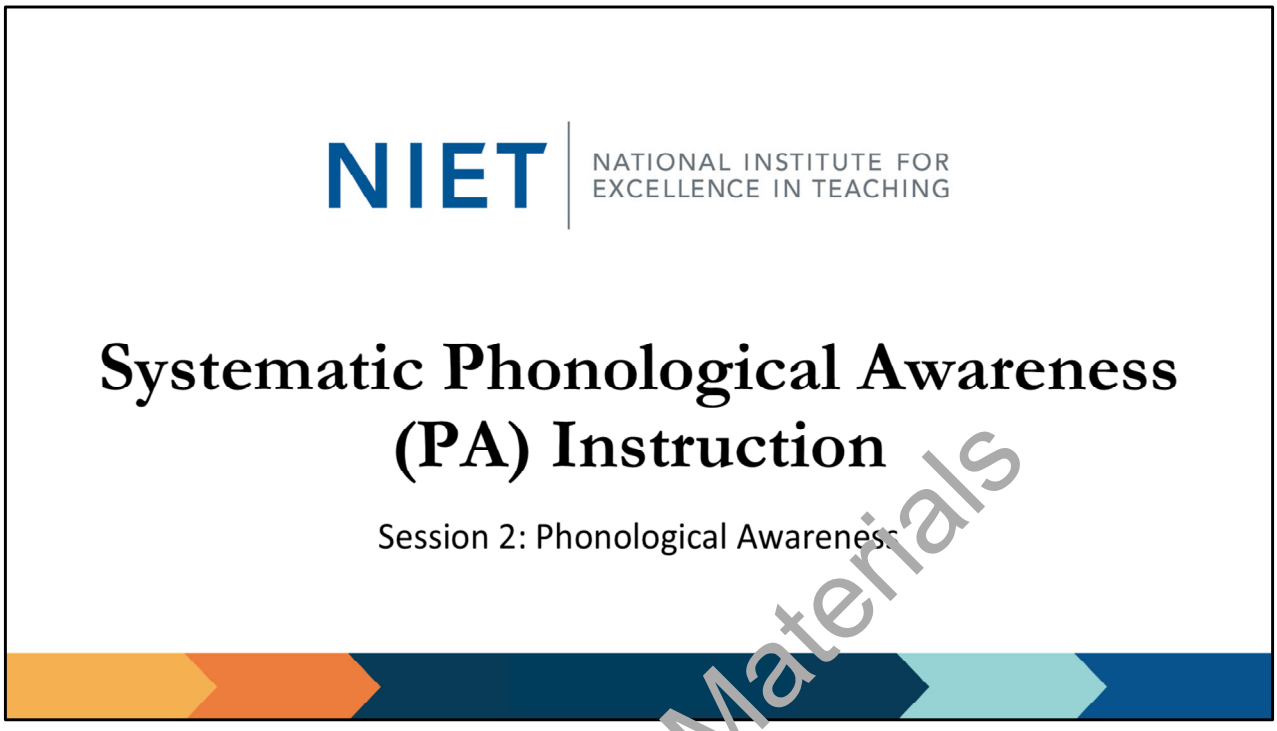
Pause again to allow participants to scan the five samples to become familiar with them. They don't need to analyze anything or make judgements at this point.

additional context for facilitators, if needed:
Skills in reading and comprehending complex text are directly connected to students writing skills. Writing requires a complex cognitive engagement for a learner. Complex text requires a student to think deeper. When students have opportunities to write consistently they often transfer their knowledge from reading to their writing. Our best models for writing is in authentic texts. Writing about reading makes comprehension visible and provides a window into a student's reading process and comprehension. Often in classrooms reading comprehension is accessed through oral questions. When students respond to reading comprehension type questions in writing it provides a stronger assessment for the teacher. The written response makes the student's thinking visible for the teacher. It provides a window in what are strengths and where learning breaks down for the student.
Reading and writing are interconnected processes of composing meaning; practice with one contributes to the success of the other. More information can be found here:

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https://www.coreknowledge.org/blog/writing-for-understanding/

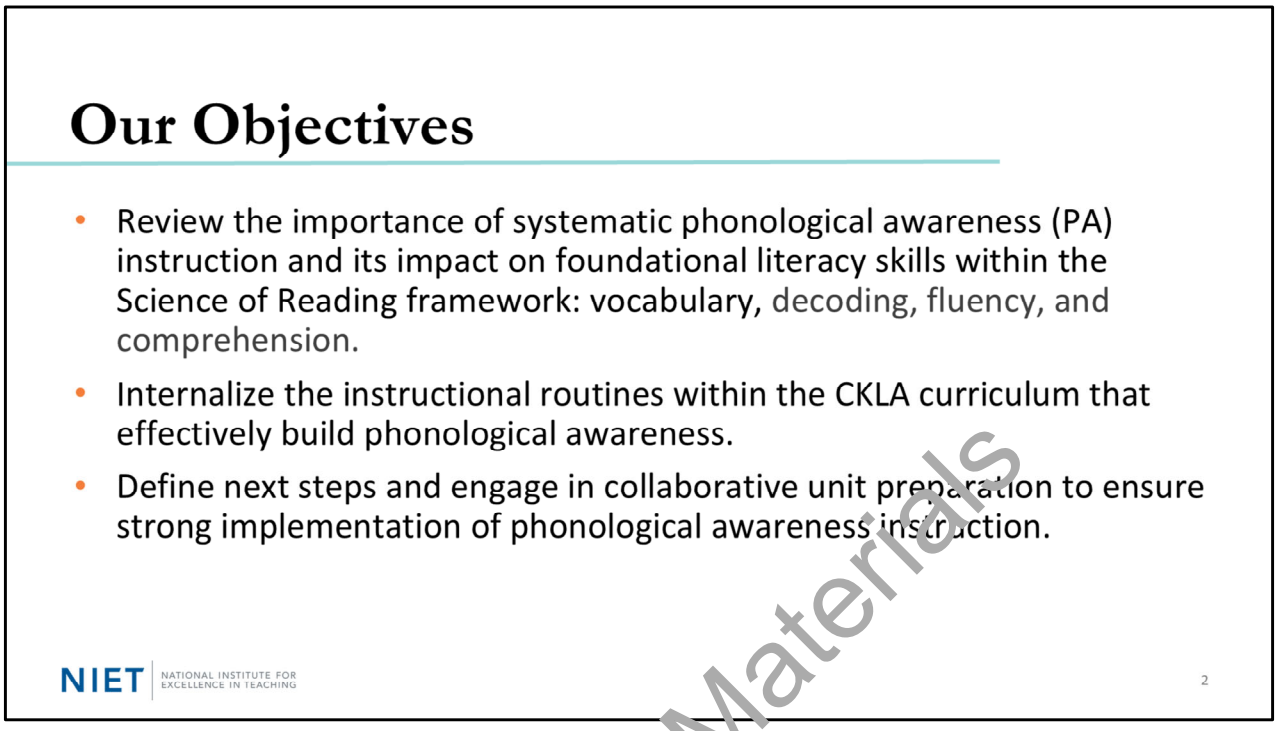
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1 minute

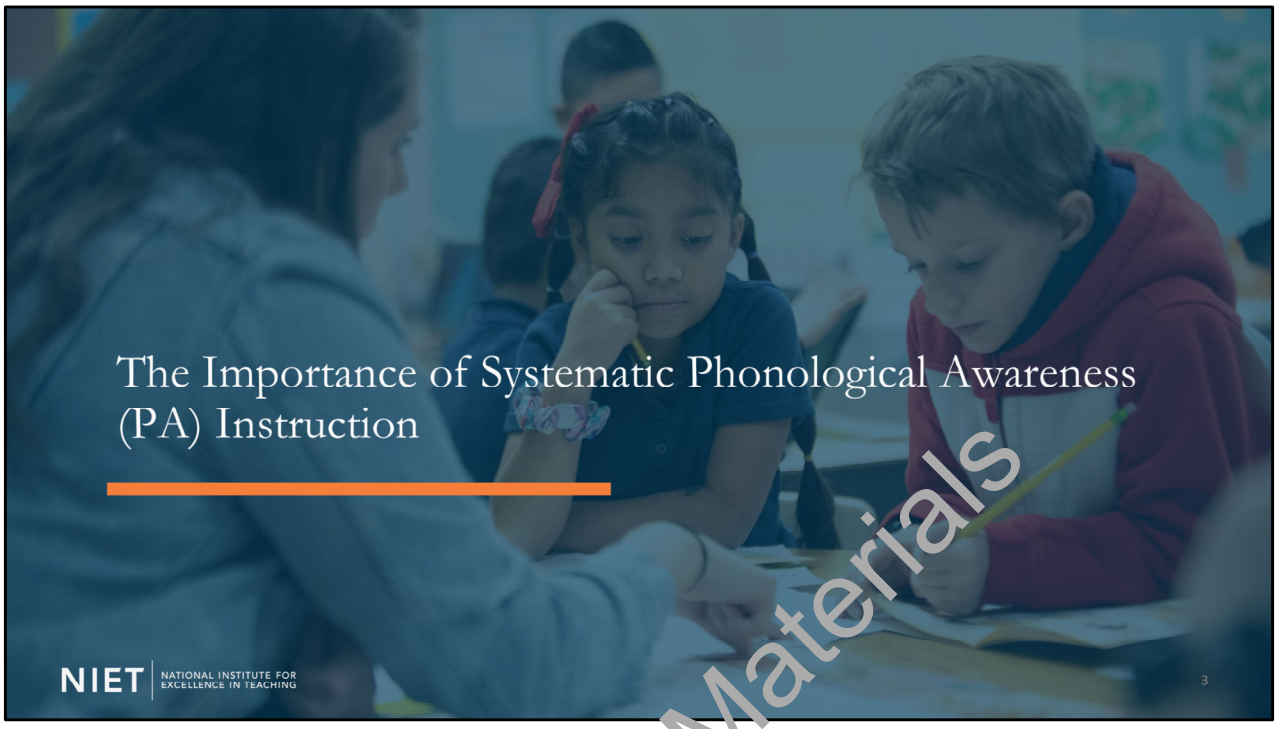
Trainer: In this training, we will review the importance of systematic phonological awareness (PA) instruction and why it's foundational to early reading success. We'll take a close look at the instructional routines in CKLA that focus on developing PA, exploring how these routines build students' skills in listening, identifying, and manipulating sounds in spoken words. In addition to this review, participants will also have the opportunity to engage in unit preparation, working collaboratively to internalize the content and plan effectively for high-quality implementation in the classroom.



2 minutes

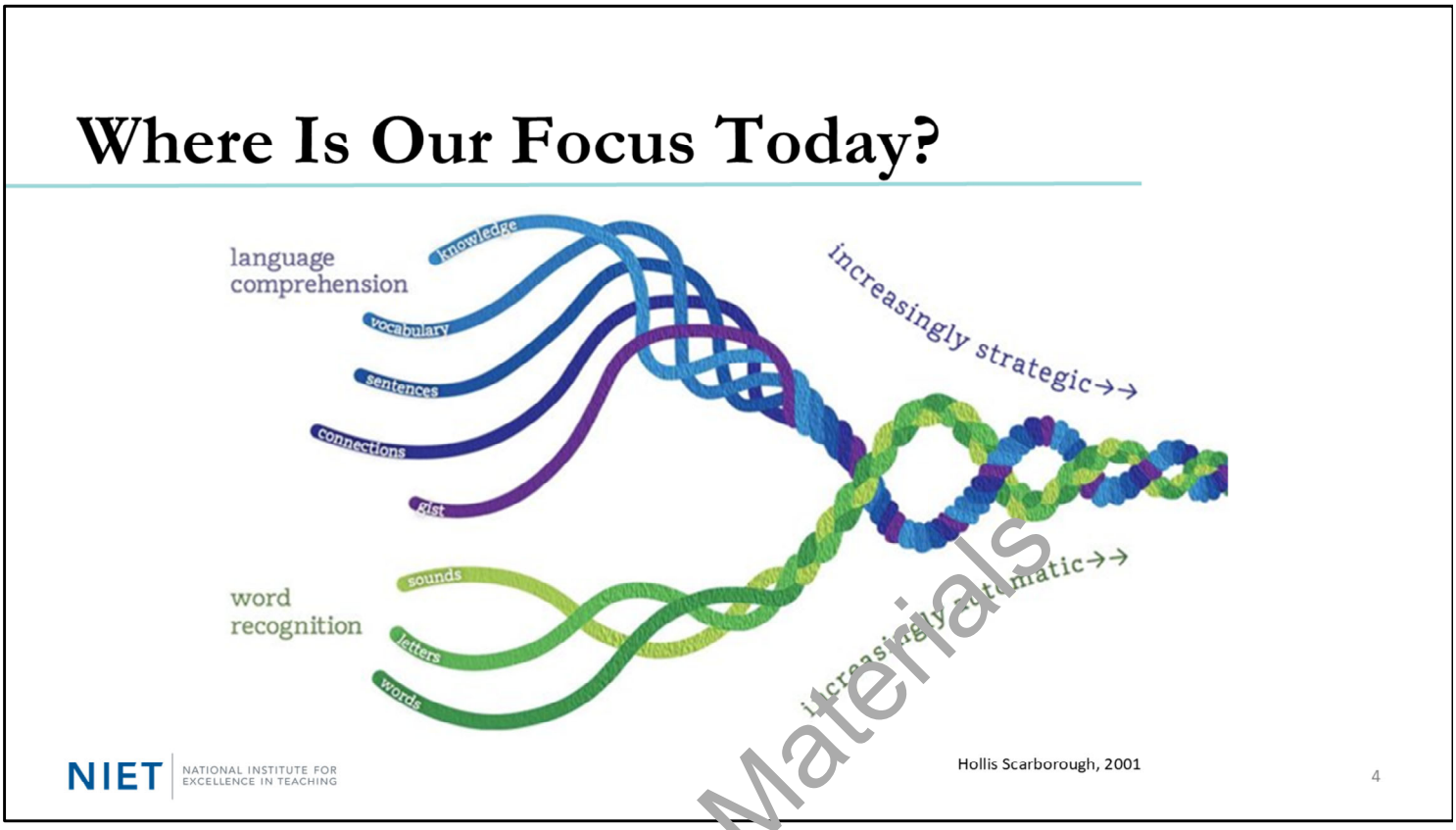
Trainer: In our session today, we will explore the critical role of systematic phonological awareness (PA) instruction in supporting foundational literacy skills, framed within the Science of Reading framework that includes vocabulary, decoding, fluency, and comprehension. We will dive into the instructional routines embedded in the CKLA curriculum that effectively build these essential PA skills, understanding how these routines serve as a bridge to broader literacy development. Finally, we will identify next steps and collaborate on unit preparation to ensure that our phonological awareness instruction is both systematic and seamlessly integrated, empowering all students to become confident and capable readers.

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1 minute

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3 min

Trainer: Scarborough's Reading Rope is a widely recognized model that illustrates how skilled reading develops. The model, created by Hollis Scarborough in 2001, uses a rope metaphor to show how multiple strands of language and cognitive skills are woven together to produce skilled reading.
The rope is divided into two main strands:
•Language Comprehension (upper strand) – which includes background knowledge, vocabulary, language structures, verbal reasoning, and literacy knowledge.
•Word Recognition (lower strand) – which includes phonological awareness, decoding (and spelling), and sight recognition of familiar words.
As these strands become increasingly strategic and automatic over time, they are tightly woven together, leading to skilled reading. This model emphasizes that reading is not a single skill but a complex integration of language comprehension and word recognition processes.
In today's session, we're focusing on the word recognition strand, specifically phonological awareness, because it is the foundation for decoding and fluent reading.

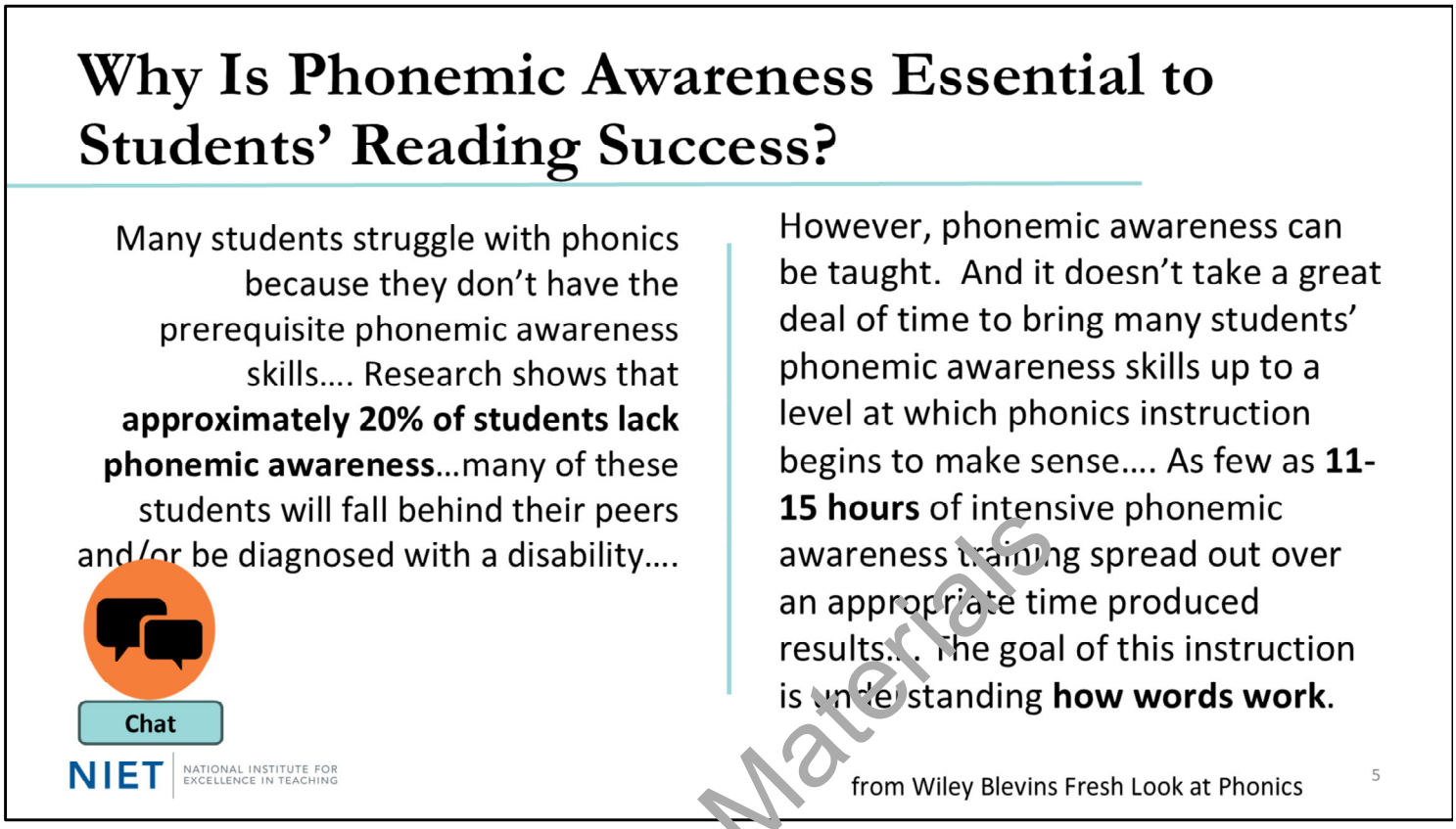
Ask, based on the title of this session and the objectives, which parts of the reading rope are we targeting with our instruction?

- Word recognition – sounds

- Based on the theory of Scarborough's reading rope, what is the significance of starting

with the sounds of our language?

Proprietary Materials



Proprietary Materials

Time: 5 min- Chat Out

Trainer: I am going to give you a few minutes to internalize the following slide. We will then chat out what connections we make to this slide and research from the renowned Wiley Blevins.

[Have participants chat out and trainer recaps some thoughts] This data highlights an urgent need to prioritize phonemic awareness development before diving into phonics, ensuring no student is left behind from the very start. This means that phonemic awareness—the ability to hear and manipulate sounds in words—is not something students either just have or don't have; it's a skill that can be taught and developed. Importantly, it doesn't require a huge time investment to make a big difference. Research shows that with just 11 to 15 hours of focused, well-designed phonemic awareness activities, spread out over several weeks, many students can reach a level where learning phonics becomes meaningful and effective.
The core goal of this instruction is to help students understand the structure of words—how sounds fit together to make words—so they can confidently decode and spell words later on.
In other words, phonemic awareness training is a manageable and powerful way to give students the foundation they need for successful reading development.

Transition: We know that phonemic awareness (PA) is critical to addressing the needs of our diverse learners. PA provides an opportunity to lay the foundation of literacy and make meaningful connections to concurrent and later skills and processes.

Tab IV

Delivery of Services

NIET proposes a comprehensive professional learning delivery model designed to build educator capacity, support sustained implementation of evidence-based instructional strategies, and improve academic outcomes for all students. This model is grounded in the principles of adult learning and designed to authentically engage educators through a coherent sequence of training, coaching, and implementation support aligned with Knox County Schools' priorities: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation.

NIET's approach supports both individual and system-wide growth by embedding collaborative learning cycles, coaching structures, and reflective practices throughout each phase of implementation. NIET's Five Steps of Effective Learning (Figure 1) serves as the core framework guiding our professional learning sessions, providing participants with opportunities to analyze their practice, apply new strategies aligned with high-quality instructional materials (HQIM), and evaluate their impact on student learning. Each session integrates collaborative protocols, actionable planning, and clear success criteria that connect directly to daily instructional practice.

To ensure implementation is sustained and impactful, NIET's delivery model combines strategic planning, leadership development, job-embedded coaching, and survey tools to measure school and district culture. NIET will administer a professional survey to gather feedback from teachers and leaders on the culture of collaboration, the quality of professional learning, and their perceptions of instructional improvement efforts. The feedback will be used to assess educator engagement, inform strategic action planning, and adjust support in real-time. Findings will be reviewed collaboratively with district leadership teams to inform ongoing support and adjustments to the implementation of evidence-based instructional practices.

Professional learning sessions are followed by on-site and virtual support to build school-based structures that reinforce implementation and accelerate student learning. Ongoing classroom walkthroughs, data reviews, and debrief cycles enable school leaders to monitor fidelity and effectiveness, adjust support based on real-time evidence, and strengthen teacher practice through individualized feedback and reflection.

A sample delivery timeline is outlined below to illustrate the sequencing and integration of services throughout the year. Each training and support activity is structured to build upon prior learning and promote deep implementation of evidence-based instructional strategies aligned to district HQIM.

Figure 1



Table 1

Timeline	**Participants**	**Professional Learning Activity**
August	District and School Leaders	Curriculum Focused Strengths-Based Needs Assessment at designated schools
Description	The Curriculum Focused Strengths-Based Needs Assessment process enables NIET to collaborate with partners in identifying the strengths, needs, and priorities of schools in the district, with a focus on instructional excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation. The Curriculum Focused Strengths-Based Needs Assessment will result in the development of strategic action plans aligned with the current state of instruction that incorporate evidence-based instructional strategies within the high-quality instructional materials used by the district.	

Timeline	Participants	Professional Learning Activity
September	District and School Leaders	Training: Learning Walks: Leverage Curriculum to Build Instructional Excellence Support
Description	This training will support district and school leaders in developing the knowledge and skills necessary to evaluate the quality of implementation of high-quality instructional materials. During classroom walkthroughs, leaders come together with intentionality to examine how instructional practices impact student learning, gather evidence to guide their decisions, determine trends across the classroom and system-level phenomena, and discuss their findings to inform the next steps for the team to support student learning more effectively.	
Timeline	**Participants**	**Professional Learning Activity**
Monthly October - May	District and School Leaders	Classroom Walkthroughs and Coaching During Reflective Debriefs, rooted in training on Learning Walks
Description	NIET will support leaders in capturing the state of instruction through participation in classroom walkthroughs and coaching during reflective debriefs. Classroom walkthroughs will focus on HQIM, evidence-based practices, and content-specific strategies. The process will also include analyzing each campus's collective and individual instructional needs.	
Timeline	**Participants**	**Professional Learning Activity**
October	District and School Leaders, Instructional Coaches	Training: Empowering Teachers During a Unit Preparation Process
Description	Task analysis and unit preparation, inclusive of evidence-based practices and content-specific strategies.	
Timeline	**Participants**	**Professional Learning Activity**
Following the October Training	School Leaders and Instructional Coaches	Onsite Support: Focused on Unit Preparation
Description	NIET will support school leaders and instructional coaches in leading unit preparation, focusing on effective use of HQIM, evidence-based practices, and content-specific strategies.	
Timeline	**Participants**	**Professional Learning Activity**
December	District and School Leaders,	Training: Enhancing Impact By

	Instructional Coaches	Supporting Teachers with Intentional Lesson Preparation
Description	Lesson preparation, inclusive of evidence-based practices and content-specific strategies.	
Timeline	**Participants**	**Professional Learning Activity**
Following the December Training	School Leaders and Instructional Coaches	Onsite Support: Focused Lesson Preparation
Description	NIET will support school leaders and instructional coaches in leading lesson preparation, focusing on effective use of HQIM, evidence-based practices, and content-specific strategies.	
Timeline	**Participants**	**Professional Learning Activity**
February	District and School Leaders, Instructional Coaches	Training: Using a Student Work Analysis Process to Strengthen Instructional Outcomes
Description	This training session will support educators in applying a standards-driven student work analysis process to examine student work samples alongside criteria. Participants will use data from their analyses to understand student progress and make intentional instructional decisions to propel student learning.	
Timeline	**Participants**	**Professional Learning Activity**
Following the February Training	School Leaders and Instructional Coaches	Onsite Support: Focused Student Work Analysis
Description	NIET will support school leaders and instructional coaches in leading student work analysis to improve the use of HQIM, evidence-based practices, and content-specific strategies.	
Timeline	**Participants**	**Professional Learning Activity**
Beginning and End of Year	Teachers	Engage in a professionalism survey to assess educator engagement, inform strategic action planning, and adjust support in real-time.

Management Plan and Implementation Plan

NIET will lead this project through a coordinated structure involving three core teams: the East Regional Team of senior specialists, NIET's Professional Learning Team, and national service leaders with Tennessee-specific experience. The East Regional Director will oversee project implementation, ensuring fidelity, alignment, and responsiveness to the priorities of Knox County Schools.

NIET's Professional Learning Team will design all training content, asynchronous learning modules, and aligned implementation tools. These resources will be continually refined based on survey and feedback data collected from participants and district leaders. The East Regional specialists will lead all training delivery, on-site coaching, and learning walks, leveraging their deep knowledge of Tennessee's academic standards and local context. These specialists are experienced in supporting curriculum-based implementation, coaching school teams, and addressing the needs of English Learners, Students with Disabilities, and economically disadvantaged students.

Project planning, timelines, and staff assignments will be managed through NIET's internal project management system, Mission Control, built on Salesforce. This ensures transparency, on-time delivery, and shared progress monitoring across NIET and district leaders. Regular check-ins and strategy reviews with Knox County Schools leadership will be embedded into the implementation cycle to ensure responsiveness and alignment with district goals.

NIET's model for delivering professional learning is grounded in sustainability, focused on strengthening leadership capacity, and responsive to the specific needs of individual schools. Through a combination of high-impact training, embedded coaching, and data-driven reflection, NIET will support Knox County Schools in achieving excellence in instruction and student outcomes across all schools.

Tab V

Experience and References

The National Institute for Excellence in Teaching (NIET) is a 501(c)(3) nonprofit organization based in Scottsdale, Arizona. NIET's mission has always been clear: to build educator effectiveness to give all students the opportunity for success. NIET's vision is that every student in America is taught by an excellent teacher and supported by effective leaders every year – and that has been the foundation of NIET's work for twenty-five years. From the revolutionary TAP System for Teacher and Student Advancement, launched in 1999, to our partnerships that have impacted 350,000 educators and 3.5 million students, NIET has helped our nation's highest-need schools and districts achieve historic results in student achievement. Through its comprehensive approach to educator evaluation, teacher leadership, professional development, and competitive compensation, the TAP System has created dynamic and collaborative learning environments for students and educators. Early TAP System adopters—including Arizona, South Carolina, and Louisiana—were led by state leaders with the foresight and conviction to enact transformative change. Those early successes spurred additional partnerships in diverse schools and districts across the nation.

NIET has supported school and district leadership teams in analyzing underserved students and promoting high levels of achievement for all learners since its inception in 2000. Specifically, the organization has supported districts in implementing high-quality instructional materials for over nine years. In the 2013-14 school year, NIET began supporting our partner districts in Louisiana as they sought to implement math curricula designated by the Louisiana Department of Education as Tier 1 or high-quality. The most recent math curriculum supports include NIET, which has served as an approved provider for 29 school districts through Tennessee's two-year Math Implementation Grant initiative. Through this grant-funded work, NIET expanded support for districts implementing high-quality math instructional materials for PreK–12 students, focusing on supporting districts in using the state's Instructional Practice Guides and Instructional Focus Documents. Over the two-year grant, NIET's support for districts deepened leaders' and educators' understanding of conceptual understanding, procedural skills, and fluency, while connecting learning outcomes to grade-level expectations. Through this work, NIET leveraged the strengths and systems of each district and/or school to enhance leadership capacity for implementing high-level curricula.

In addition to supporting districts with implementing high-quality instructional materials in math, NIET has served as one of two approved providers for the Tennessee Literacy Implementation Network, serving three networks and spanning seventeen school districts. In addition, NIET serves as the sole provider of a two-year contract for the Early Literacy Implementation Network, which expands literacy implementation support for early childhood grades PK-2. The 2024 TN Early Literacy Implementation Network opportunity includes 18 regional convenings, 10 virtual learning sessions, 48 regional learning walks, and 12 self-paced literacy learning modules to support educators across the state. In addition to supporting districts in literacy implementation in Tennessee, NIET also serves as an approved provider in Texas for the Texas Education Agency, providing training and support for Strong Foundations Literacy Planning and Implementation. This project spans twelve districts, delivering over 500 days of support to these partners in literacy implementation. NIET has collaborated with districts in Texas to develop and implement a math instructional framework based on research-based instructional strategies.NIET is also partnering with districts to implement, monitor, and support the implementation of the math HQIM curriculum (Eureka and Carnegie) as part of the grant. NIET works with districts to create a plan for implementing and monitoring the HQIM, a plan for unit and lesson internalization and rehearsals, as well

as the observation and feedback process, and the assessment strategy. NIET is an approved provider of product-specific training and collaborates with partners to conduct learning walks and product observations, ensuring implementation with fidelity and integrity.

The dedicated project personnel will deliver the required services and provide project oversight. NIET's on-the-ground team members will provide direct support. NIET's Tennessee-based East Regional Director will serve as project director, manage the team of specialists, and provide quality assurance of training and support. NIET's Director of Professional Development will support team members and the project director to ensure that content and implementation tools prepare participants to implement evidence-based, curriculum-based professional learning strategies effectively. This high-capacity team has implemented and supported district and school leaders in implementing high-quality instructional materials in multiple states.

A copy of NIET's organizational chart and key resumes are attached.

RFP Requirement	Key Responsibilities	Person Responsible
Project oversight and direction	Manage the project director and provide oversight and guidance to the project team, escalating any issues that arise.	Dr. Davita Lancelin, Vice President of Services
Project oversight and direction	Serve as project director, manage the team of specialists, and provide quality assurance of training and support.	Keely Potter, East Team Director
Content of professional learning sessions and training sessions	Support the quality assurance of training.	Dr. Angela Davis, Director of Professional Learning
Facilitation of training and support opportunities that focus on processes for educator collaboration, processes for measuring impact on student learning, processes for building educator discernment regarding evidence-based instructional strategies within high-quality instructional materials utilized by the district, and processes for leader capacity	Provide district and school-level training and support	East Team Senior Specialists Scott Duncan Kim Herring Christa Stewart

References, Org Chart, and Resumes

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: National Institute for Excellence in Teaching

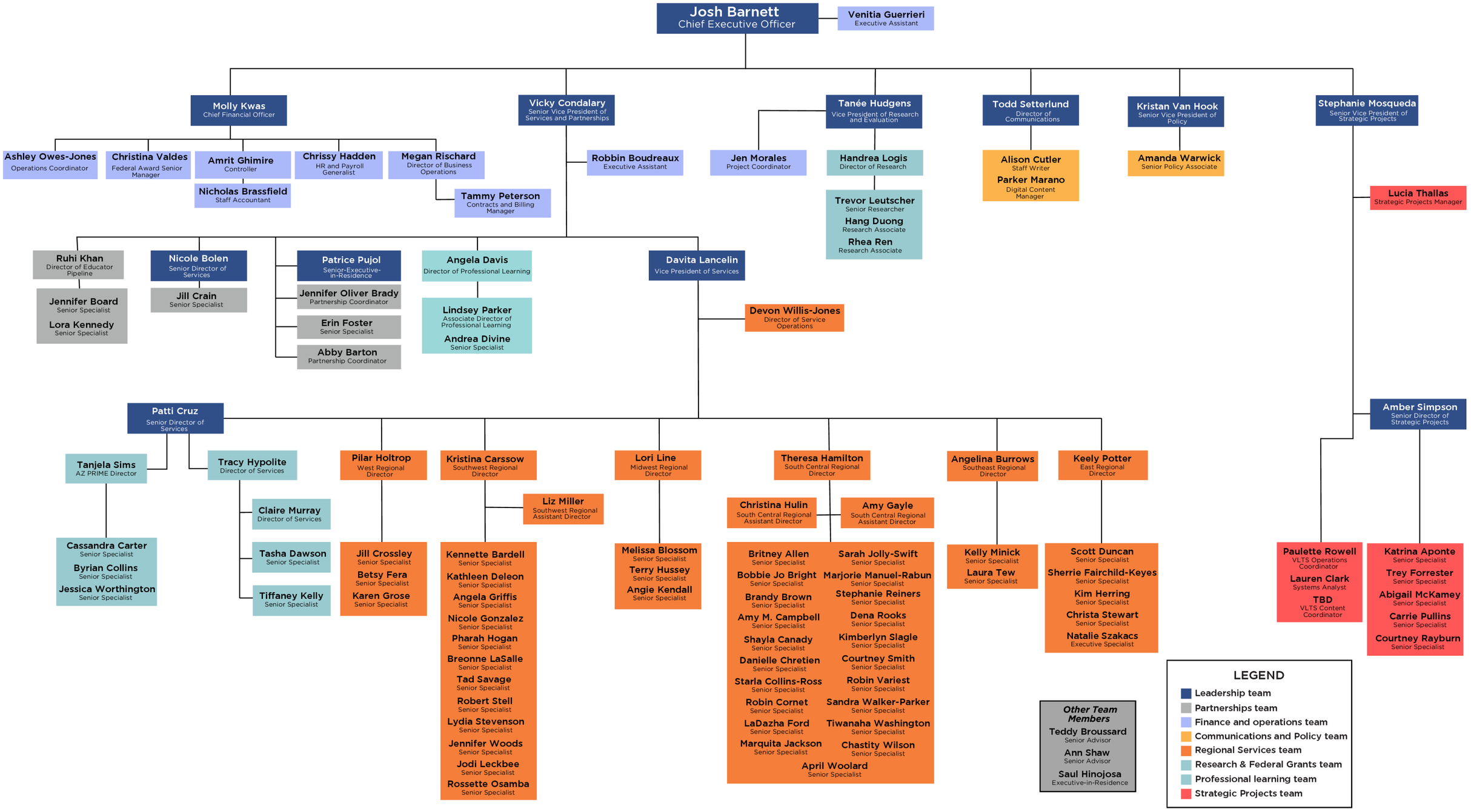
Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: Jefferson Parish Schools
Contact Person: Laura Rousell Phone Number: 504-349-7600
Email Address: laura.roussel@jpschools.org Fax Number:
Nature of Contract: Multiple contracts over 5 years with a focus on literacy and LA Best Practices support
Services Provided: Training, coaching, and support for teachers and instructional leaders
Dollar amount: $ $3,202,500.00 (over life of contract)
Contract start date: School year 20-21 Contract end date: School year 24-25

Name of Firm: Tangipahoa Parish School System
Contact Person: Lisa Fussell Phone Number: 985-748-2508
Email Address: lisa.fussell@tangischools.org Fax Number: 985-748-8587
Nature of Contract: Multiple contracts over 5 years focusing on a multi-level comprehensive approach to instructional support.
Services Provided: District ILT support, executive coaching, school level support for ILT focused on student work analysis.
Dollar amount: $ $1,678,200.00 (over life of contract)
Contract start date: School year 20-21 Contract end date: School year 24-25

Name of Firm: Perry Township Schools
Contact Person: Jane Pollard Phone Number: 317-789-3777
Email Address: jpollard@perryschools.org Fax Number: n/a
Nature of Contract: Multiple contracts over 5 years focusing on literacy support and alignment of district and school ILT and cluster implementation.
Services Provided: Training, coaching, and support for district leaders, school leaders, instructional coaches, and teachers.
Dollar amount: $ $1,082,538.81 (over life of contract)
Contract start date: School year 20-21 Contract end date: School year 24-25

NIET ORGANIZATIONAL CHART | *JANUARY 2025*



Updated: January 2, 2025

NIET NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING

Davita B. Lancelin, Ed.D.

2406 Belle Place Rd.
New Iberia, LA 70563

Contact: 337-349-9504
Email: dlancelin@niet.org

Education

Doctor of Education, Educational Leadership
University of Louisiana at Lafayette
Lafayette, LA
Completion: November 2017

- Dissertation: A Phenomenological Case Study of Teacher Experiences with and Understanding of Instruction Aligned to the CCSS, and their Role in Advancing Equal Educational Opportunities for Students

Master of Education, Educational Leadership
University of Louisiana at Lafayette
Lafayette, LA
Completion: December 2007

Bachelor of Arts, Elementary Education
Southern University A&M College
Baton Rouge, La
Completion: May 8, 1998

Leadership Experience

National Institute for Excellence in Teaching Nashville, TN
Vice President of Services (Present)

- Serve on NIET's Leadership Team
- Support the expansion of NIET partnerships
  - Provide guidance and support to regional directors to implement partnership development/outreach strategic plan
  - Provide guidance and support to directors with planning and oversight of regional networking/conference opportunities
- Build team members capacity to ensure quality services and supports are planned and delivered to maximize partner outcomes
  - Collaborate with Executive Directors of Services to ensure effective delivery of requested service days in assigned projects
  - Create and implement long range plans to professionally develop service team directors and specialist
  - Develop communications protocols to ensure partners receive regular communication around established goals
  - Provide formal and informal feedback to directors including but not limited to the organization's formal performance review process
- Develop, analyze, and maintain accurate time and effort reports
  - Monitor goals for service delivery across the organization

- Identify systems and structures needed to support the planning and communication of assignments with expectations and personnel assigned for delivery
- Maintain the team planning document to identify space for new projects, additional assignments, and new hire needs
- Collaborate with Director of Operations to determine capacity for completing internal and special projects

Executive Director, Service Operations (2021-2022)

- Serve on NIET's Leadership Team
- Provide oversight and management to regional directors
- Ensure delivery of scheduled services to NIET partners
  - Establish and monitor goals for service delivery across regional teams.
  - Lead regional directors to ensure all senior specialists understand scheduling and delivery processes
  - Support directs with the creation of assignments to regional projects
  - Create and review reports for the Executive Leadership team to monitor the progress of service delivery
- Provide organization-wide data and support
  - Maintain organization-wide time and effort document across projects to determine hiring priorities and capacity issues.
  - Advise when new hires are needed for new projects
  - Ensure specialists and directors receive a high quality onboarding experience.

Director of Louisiana and Louisiana BOLD (2020- 2021)

- Oversee Louisiana projects, grants, and program implementation and operations
- Ensure that partnership priorities and/or grant goals are defined, understood, and met
  - Foster a relationship of partnership, support, and collaboration with each district and school partner
  - Communicate regularly with assigned states, districts, schools to direct fidelity of program/service implementation
  - Work with district/school team to identify needs in each of the assigned districts/schools, research and implement educational strategies that will meet the specific needs, and provide on-going evaluation and feedback to enable immediate adjustments as necessary to ensure district/school success
  - Approve travel, expenses, and leave for specialists
  - Deliver support days, as necessary
  - Support partners in their use of NIET's online platforms, including data management systems, as necessary
- Support, coach, and evaluate Senior Specialists
  - Support and monitor specialists in developing and reaching their goals and successfully providing high-quality support to all partners assigned

- Observe, provide feedback to specialists in order to strengthen the quality of support being provided
- Provide regular support to specialists through ongoing check-in meetings and communication
- Serve as a primary resource and support to specialists in order to enhance district and school leader proficiency in implementing school improvement and in building their knowledge of exemplary leadership and instructional practices
- Build the capacity of specialists as they provide in-person and/or virtual support and training to district leaders, school leaders, and teachers
- Provide ongoing feedback to specialists on support plans for partners to ensure high-quality services are well planned for and implemented
- Ensure that the specialists have all the resources and materials necessary to perform their duties
- Provide high-quality performance reviews throughout the year
- Support recruitment and hiring processes and provide onboarding for new specialists to NIET, ensuring understanding and ability to deliver district services effectively

- Partnership Development
  - Deepen current Louisiana partnerships
  - Strategize and meet with NIET leadership to collaborate on partnership opportunities
  - Strategically deliver professional development sessions (as needed)

Louisiana BOLD TIF-5 Grant Project Director (2018-Present)

- Oversee and Administer LA BOLD TIF-5 Grant
  - Create long-range plan to adhere to grant document submission timelines.
  - Provide monthly updates to LA BOLD Project Plan
  - Procure project data from BOLD district partners annually.
  - Monitor and communicate budget expenditures and requests for reimbursement quarterly
  - Facilitate conversations with BOLD district partners around sustainability and expansion (time?)
  - Maintain direct relationship with district/CMO executive leadership teams through monthly check ins to ensure all signature goals are known and being pursued through the grant work as aligned with the grant goals
- Support and Monitor the work of LA BOLD Senior Program Specialists
  - Support LA BOLD team with performance goals through quarterly, mid-year, and end-of-year feedback.
  - Organize and facilitate monthly LA BOLD Team meetings (face-to-face and virtually) and weekly calls to address the needs of districts, plan for support, and update progress towards the goals of the LA BOLD grant.
  - Facilitate the onboarding of new LA BOLD Team members (as hired)

    - Support LA BOLD team members with the monitoring of district partner signature goals and the development of aligned support plans annually.
    - Provide monthly onsite coaching and support for LA BOLD Team members
    - Support LA BOLD team members with the planning and execution of Louisiana priorities through monthly LA BOLD meetings and weekly check in calls (i.e., DB-EMT meetings, principal collaborations, Principal Skills Rubric Roll-out, IHE support, Superintendent Learning Collaborative, and Curriculum implementation PD support, and
        - School Showcases) Support LA BOLD team with performance goals through quarterly, mid-year, and end of year feedback.
- Support LA BOLD partners with the implementation of processes and structures as evidenced by the development and facilitation of training that is geared toward the identified needs of LA BOLD Partners.

Senior Program Specialist (2016-2018)

- Provide training and support to district and school partnerships with:
    - Developing and supporting collaborative structures and environments to support teacher understanding of content and pedagogy
    - Creating tailored support plans for schools, administrators, and teachers
    - Developing shared leadership structures focused on building strong instructional programs within the district and schools
- Provide annual NIET Evaluation Training to district and school partnerships using the NIET Teaching Standards
- Support district and school leaders with developing and maintaining inter-rater reliability
- Support district and school partners with the development and monitoring of goals through reflective practices
- Develop training for National Conferences and Summer Institutes focused on Instructional Excellence, Collaborative Learning, Reflective Cultures, and Collective Leadership
- Assist with LA BOLD project planning
- Support the onboarding of new Senior Program Specialists by:
    - Coaching delivery of trainings to district and school partners.
    - Assisting with the development of support plans for district and school partners
    - Coaching school-level support to Leadership Team Members
- Develop and facilitate District-Based Executive Master Teacher/District Level Support Collaborative Sessions
- Support district and school-level partners with planning for the implementation of newly adopted rigorous curriculum
- Observe and coach District-Based Executive Master Teachers' site-based support.
- Conduct individualized support to district and school-level partners focused on monitoring the impact of implemented structures.
- Support the development and monitoring of LA BOLD project plan.

- Assist with the development of district and school support

Louisiana Department of Education, Educational Program Consultant Baton Rouge, LA
TAP Executive Master Teacher (2011-2016)

- Data Analysis with schools
  - Supported schools with analysis of student data to identify and breakdown student learning goals by school, content area, and grade level
  - Supported schools in developing their academic achievement plan and school assessment plan
  - Monitored goal-setting activities
  - Provided ideas for classroom follow-up and goal attainment from cluster groups and individual growth plans
  - Assessed teacher evaluation results and maintained inter-rater reliability
- Cluster Group Planning, Implementation, and Evaluation
  - Assisted school-based Master Teacher in the development of the long-range cluster plan
  - Oversaw the implementation of cluster meetings and follow-up regarding the STEPS for Effective Learning
  - Provided appropriate follow-up with the Maser Teacher on the assessment of all cluster groups' progress toward goals
  - Modeled cluster and assisted with the analysis of student work to verify the effectiveness of cluster.
- Managed Teacher's Individual Growth Plans (IGP)
  - Assisted and oversaw Master and Mentor Teachers in developing goals and providing instructional interventions with proven results
  - Ensured that the Master and Mentor Teacher skill development is aligned with an appropriate teacher and student needs
- Evaluations/Conferencing
  - Observed and coached cluster meetings
  - Led pre- and post-conferences with Master and Mentor Teachers
  - Conducted classroom observations with Leadership Team Members to ensure inter-rater reliability.
- Professional Development
  - Planned and facilitated trainings for State and National Conferences
  - Facilitated TAP Core Training

Network 4 Coach (2012-2016)

- Served as head coach providing support and coaching to Network Coaches
- Assisted districts as they implement Compass and Common Core
- Assisted districts with implementation of principal goal-setting process
- Developed presentations for district and school-level staff focused on the structure of PARCC and LEAP assessments
- Conducted walk-throughs with district staff and school administrators to ensure inter-rater reliability
- Coached district staff and administrators around creating high quality collaborative meetings and feedback

- Served as a liaison for the state department
- Facilitated state-wide training for teacher leaders

Johnston Street Elementary, New Iberia, LA
TAP Master Teacher (2007-2011)

TAP Leadership Team Participation (TLT)

- Analyzed student data to identify student learning goals
- Developed a universal school improvement plan
- Created a school assessment plan
- Monitored goal setting, classroom follow-up, and goal attainment for cluster groups and Individual Growth Plans (IGPs)
- Assessed teacher observation results

Cluster Group Planning and Implementation

- Developed the long-range cluster plan, weekly cluster group meeting records, and activities with other members of the leadership team
- Lead, co-lead, or attended selected cluster meetings weekly following the STEPS for Effective Learning (training by NIET)
- Provided appropriate follow-up in the classroom and assessed all cluster groups' progress toward goals

Manage Teachers' Individual Growth Plans (IGPs)

- Oversaw groups of teachers in developing goals
- Provided instructional interventions with proven results
- Facilitated teacher proficiency with the new strategies through classroom-based follow-up
- Ensured that the progression of teacher skill development was aligned with changing student learning needs

Observations/Conferencing

- Conducted classroom observations and conferencing for both announced and unannounced observations
- Classroom Follow-Up
    - Provided support following every cluster meeting (e.g., observation/feedback, model teaching, demonstrated lessons and team teaching following every cluster meeting and in individual teacher mentoring situations)

Teaching Experience

Johnston Street Elementary (Iberia Parish School Board) New
Iberia, LA
(2003-2011)

- Grades: 5th and 6th

Thomas Gibbs Elementary (St. Mary Parish School Board)
Jeanerette, LA
(1998-2003)

- Grades: PK and 1st

Professional Memberships

Delta Sigma Theta Sorority, Inc.

- Serve on committees focused on the sororities 5-point thrust:
  - Educational development
  - Economic development
  - International awareness and involvement
  - Physical and health awareness
  - Political awareness and involvement
- Serve as chair/ co-chair on the following committees:
  - Internal Audit Chair
  - Technology Chair
  - Social Action Co-Chair
  - Scholarship
- Organized Deltabration event recognizing excellence in community service

Kappa Delta Pi International Honor Society in Education
Golden Key International Honor Society
Phi Kappa Phi Honor Society

Service Activities

- Catechism teacher at St. Edward's Catholic Church
- Voter Registration Drive Volunteer
- International Day of Awareness Support
  - Conducting campaigns to educate persons about HIV/AIDS, cosponsoring and collaborating with other organizations and institutions to conduct screening and testing and making monetary contributions to agencies and individuals for research and treatment.

References

References furnished upon request

Keely Michelle Potter
National Institute for Excellence in Teaching
Regional Director, East Team
7333 E. Doubletree Ranch Road, Suite 250
Scottsdale, Arizona, 85258
kpotter@niet.org
(931) 397-7001

EDUCATION:

Current	Tennessee State University Doctoral student in Higher Education Administration
2007	Millersville State University, Millersville, PA M.A. in Reading and Language Arts
1993	Middle Tennessee State University, Murfreesboro, TN B.S. in Elementary Education

LICENSURE/ CERTIFICATIONS:

2007, 2017	Cognitive Coach, Center for Cognitive Coaching
2006, 2015	National Board Certified Teacher, Literacy: Reading-Language Arts / Early and Middle Childhood
2006	Reading Specialist (PA), Grades K-12
1999	Professional Teaching License (PA), Grades K-6
1993	Professional Teaching License (TN), Grades 1-8

EDUCATIONAL WORK EXPERIENCE:

July 2021- Current **National Institute for Excellence in Teaching**
Regional Director for the East Regional Team of Senior Specialists

- Direct and manage a team of 8 senior specialists who provide training, coaching, and onsite/virtual support to rural, suburban, and urban partner school districts to increase student growth and achievement outcomes by strengthening the impact of collective leadership, collaborative learning, instructional excellence, and reflective practices

Nov.2019 – July 2021 **National Institute for Excellence in Teaching**
Senior Specialist

- Responsible for providing educational support and training to partner districts to increase student growth and achievement outcomes by strengthening the impact of collective leadership, collaborative learning, instructional excellence, and reflective practices across rural, suburban, and urban districts
- Responsible for development of online and virtual professional learning opportunities for leaders and educators

July 2019- Nov. 2019 **Tennessee Department of Education, Nashville, TN**
Pre-Kindergarten Lead Coach

- Responsible for developing coaching program for VPK
- Responsible for directing the work for a Pre-Kindergarten Coaching Pilot in Tennessee schools and in direct support VPK directors

Nov.2018–July 2019 **Tennessee Department of Education, Nashville, TN**
Director of Portfolio

- Responsible for managing the implementation of the student growth portfolio measures for non-tested grades and subjects as part of the educator evaluation system including developing and implementing project plans, manage against deadlines, tasks, milestones and timelines throughout project cycles.
- Responsible for developing tools, training and resources to support district and school teams.
- Responsible for developing and reviewing feedback results from educator stakeholders and synthesizing data to inform policy and procedural recommendations for the team.

Mar.2016-Nov.2018 **Tennessee Department of Education, Nashville, TN**
Director of Teacher Effectiveness

- Responsible for recommending policy to strengthen educator effectiveness, developing and supporting high-quality professional learning and development opportunities, employing effective communication strategies, maintaining and utilizing data to make

informed decisions, and working closely with other teams in the department to integrate and align initiatives across the department.

- Responsible for developing

2013-2016 **Jackson County School District, Gainesboro, TN**
TAP Master Teacher/Instructional Coach (TAP/NIET Grant)

- Responsible for observing and providing feedback to Pre-Kindergarten through 8th grade teachers through the use of the TEAM rubric.
- Responsible for the planning and delivery of professional development within weekly teacher professional learning communities.
- Responsible for providing on-going instructional coaching to classroom teachers.
- Responsible for field testing to determine the needs of students, prescription for instruction, and analysis of student data.

2010-2013 **Jackson County School District, Gainesboro, TN**
Reading & Language Arts Teacher, Grades 5, 6, 7, and 8

- Responsible for teaching the 5th, 6th, 7th, and 8th Grade Reading and Language Arts curriculum to students in a departmentalized school setting.
- Responsible for facilitating and participating in peer observations in collaboration with Dr. Bill Himmele and Dr.Persida Himmele as on-going research for *Total Literacy Techniques*.
- Responsible for developing and coordinating annual Writer's Night to showcase student writing and speaking.

Feb.2009-Aug.2010 **Manheim Central School District, Manheim, PA**
RTII Director/Reading Specialist, Manheim Central Middle School

- Responsible for the development and implementation of RTII.
- Responsible for guiding teachers through the process of data analysis to match learner need to intervention.
- Responsible for designing parent involvement opportunities for Title I students.
- Responsible for on-going collaboration and communication with district administration to monitor the success/areas of need for the first year implementation of RTII.
- Responsible for providing daily, strategic, small group reading instruction for those students identified as targeted Title I students.
- Responsible for coordinating action research with teachers and students as research for *Total Participation Techniques* (Dr. Bill Himmele and Dr. Persida Himmele, 2011).

2005-2010 **School District of Lancaster, Lancaster, PA**
Literacy Coach, Washington Elementary

- Responsible for providing consistent, on-going professional Learning opportunities for classroom teachers, ESL teachers, and LS teachers.
- Responsible for improving teacher practice in literacy through a variety of means, including the Cognitive Coaching Model, collaborative teaching, modeling, consultation, and analysis of student work.
- Responsible for the distribution, collection and collaborative analysis of on-going formative assessments.
- Responsible for the assessment, analysis, and prescription of instruction for most at-risk students.
- Responsible for mentoring new teachers.

2000-2005 **School District of Lancaster, Lancaster, PA**
4th/5th Grade Teacher, Washington Elementary

- Responsible for teaching the 4th and 5th grade curriculum, looping from 4th to 5th grade in intervals.
- Responsible for leading weekly professional learning communities with my colleagues as a Critical Friends Coach.
- Responsible for developing and facilitating annual writing celebrations.
- Responsible for duties as a new teacher mentor.
- Responsible for duties as a cooperating teacher for Millersville University student teachers.

1998-2000 At home with new daughter.

1996-1998 **Clarksville/Montgomery County School System, Clarksville, TN,**
First Grade Teacher

- Responsible for teaching the first grade curriculum in an all-inclusive setting.
- Responsible for duties as first grade chairman for the entirety of my employment.

1993-1996 **Lebanon City Schools, Lebanon, TN**
Second Grade Teacher

- Responsible for teaching the second grade curriculum.
- Served as an inclusion teacher in the school district's pilot program.

PUBLICATIONS

2014 Co-authored *Total Literacy Techniques: Tools to help students analyze literature and informational text* (ASCD, 2014).

2011 Consulted on *Total Participation Techniques* by Bill and Persida Himmele (ASCD, 2011).

2004 Co-authored a research paper, *Building a Culture of Inquiry in Teacher's Learning Communities,* accepted by the American Educational Research Association and presented at the AERA 2004 conference in San Diego, CA.

EARLY CHILDHOOD PROFESSIONAL EXPERIENCES

2013-2016 **Teacher Evaluator of Early Grades Teachers, Dodson Branch Elementary, Jackson County Schools, TN**

- Observed pre-Kindergarten and early grades teacher through the TEAM observation tool.
- Provided feedback and follow-up instructional coaching experiences to pre-Kindergarten and early grades teachers.

2008 **Reading Consultant, Learning Sciences International, LLC, York, PA**

- Responsible for determining examples of exemplary teaching to be used in a professional learning tool.

2003-2007 **Reading Consultant for Reach Associates, LLC, Lancaster, PA**

- Responsible for providing professional learning experiences to early grades teachers in urban and suburban districts across Pennsylvania
- Responsible for conducting live instructional modeling sessions with students, followed by reflection and debriefing with educators and leaders.

2005 **Faculty Member, 2005 Governor's School for Educator's of Early Literacy at Keystone College and Juniata College, PA, (two week-long institutes)**

- Responsibilities included facilitating district groups daily debriefing sessions that involved newly formed content knowledge from the institute, concluding with a district action plan to be implemented in home districts.

2004-2005 **Governor's School for Educators of Early Literacy at Keystone College and Juniata College, PA, Reading Consultant and Presenter**

- Responsible for developing and facilitating professional development on best practices in literacy, including interactive read alouds, shared reading, small group reading, differentiation, and appropriate developmental practices.
- Responsible for conducting live modeling of instruction with early grade students in fishbowl setting with teachers, followed by reflection and debriefing.

COACHING PROFESSIONAL EXPERIENCES

2017 **Cognitive Coach, recertified through Center for Cognitive Coaching Tennessee Department of Education**

- Responsible for coaching district leaders and educators through cognitive processes while providing professional learning opportunities at the state level.

2013-2016 **TAP Master Teacher (NIET) / Instructional Coach Dodson Branch School, Jackson County, TN**

- Responsible for providing on-going instructional coaching to classroom teachers through a variety of means, such as modeling, co-teaching, and observation.
- Responsible for the planning and delivery of professional development within weekly teacher professional learning communities, informed by ongoing strengths and areas of need in classroom instruction.
- Responsible for facilitating a group of teachers in bi-weekly meetings to look at student work and teacher practice through the use of protocols.

2008-2010 **National Board Certified Teacher Mentor**

- Responsible for conducting virtual coaching sessions with educators seeking National Board Certification in Reading and Language Arts.

2006-2009 **Cognitive Coach certified, Center for Cognitive Coaching School District of Lancaster, PA**

- Responsible for coaching teachers in classroom settings, using strategies and practices gained through being trained as a Cognitive Coach.
- Responsible for collaborating and reflecting with cohort of Cognitive Coaches on a bi-weekly basis, to improve my practices as a Cognitive Coach.

2005-2010 **Literacy Instructional Coach, School District of Lancaster, PA**

- Responsible for improving teacher practice in literacy through a variety of means, including the Cognitive Coaching Model, collaborative teaching, modeling, consultation, and analysis of student work.
- Responsible for short term and long term collaborative planning with teachers and leaders.

2001-2003 **Critical Friends Coach, School District of Lancaster, Washington Elementary**

- Responsible for serving as a Critical Friend's Coach within professional learning communities, which included facilitating protocols around student work to move teacher practice, as trained by National School Reform Faculty.

EXPERIENCES WORKING WITH DISTRICT LEADERS

2006-2010 **Literacy Instructional Coach**

- Responsible for providing instructional practice consultation to building and district level leaders.

2013-2016 **TAP Master Teacher (NIET)**

- Responsible for collaborating with NIET leaders to videotape teaching experiences to be used with leaders at NIET National Conferences.
- Responsible for co-facilitating weekly Leadership Team meetings with administration, with a focus on instructional classroom practices.

2016-present **Director of Teacher Effectiveness/Director of Portfolio, TN Department of Education**

- Responsible for developing and maintaining district level collaborative relationships.
- Responsible for developing and facilitating training for district leaders around evaluation practices.

ADDITIONAL TRAINER/FACILITATOR PROFESSIONAL EXPERIENCES

2015 **TEAM Trainer, Tennessee Department of Education**
Responsible for New Evaluator Training and Recertification Training

2015 **Presenter at 2015 ASCD Conference for Teaching Excellence**
Presentation title: *Using Writer's Notebooks to Empower Students as Thinkers, Writers, and Readers*

2013 **Co-Presenter at 2013 ASCD Conference on Educational Leadership, Las Vegas, Nevada (with Dr. Persida Himmele)** Presentation title: *The importance of school leadership, teacher learner communities, school culture and atmosphere*

2012 **Co-Presented at TN Reading Association, Murfreesboro, TN**
Presented on the benefits of using Writer's Notebooks and Learning Logs

5339 Faulkner Drive
Darrow, La 70725
(504) 430-5612
Angela_davis_2012@yahoo.com

Angela Davis

Professional Knowledge and Skills

Standards-based Instructional Support **Goal Setting Procedures**
Focused Feedback Structures **Meta-Cognitive Coaching for School Leaders**
Processes and Procedures for Collaborative Structures

Education

Doctoral Candidate, Curriculum, Instruction, and Assessment, Walden University, Currently

M. Ed, Curriculum and Instruction, Southern University, Baton Rouge, La, 2017

B.S., Elementary Education, Southern University University, Baton Rouge, LA, 2012

Educational Leadership Experience

2015 Teacher of the State Finalist
2012-2013 Lead Teacher at K-8 school
2015-2017 Facilitator of Eureka Math Implementation at G. W. Carver Primary
2015-2017 Mentor Teacher to 3-5 grades math/science department
2017-2019 Supervisor of Curriculum, Instruction, and Assessment, St. John the Baptist Parish Schools

Work History

National Institute for Excellence in Teaching

Senior Specialist

September 2020- Present

St. John the Baptist School District
Executive Master Teacher / TAP Coordinator
July 2017 – September 2020

Ascension Parish Schools
Mentor Teacher
August 2015 – July 2017

St. John the Baptist Parish Schools
Lead Teacher
August 2012- July 2015

Professional Qualifications

St. John the Baptist School District – Executive Master Teacher/ Tap Coordinator

- Plan out districtwide program of curriculum and instruction for the schools
- Coordinate activities of instructional personnel: Directors and Supervisors

- Lead the district curriculum team in development, implementation, and monitoring of curriculum and instructional services
- Makes recommendations for the budget in areas of curriculum and instructional needs
- Support selection of curriculum and instructional materials
- Lead facilitation of curriculum team meetings
- Evaluate the effectiveness of professional development activities on district and school level
- Facilitate effective instructional and curriculum support for leaders and teachers.

- Develop and facilitate district-wide professional development opportunities on instructional best practices and curriculum needs
- Provide on-going strategic support to TAP Master and Mentor Teachers
- Support all observation/feedback/collaborative structures and protocols
- Support school-level development, implementation, and monitoring of goal setting systems and processes
- Support school-level implementation of Tier 1 Curriculum Resources and Assessments
- Supervise TAP Curriculum Coordinator and Curriculum/Assessment Coordinators
- Serve as lead and point of contact with National Institute for Excellence in Teaching (NIET) Louisiana Bold TIF Grant

Ascension Parish Schools- Mentor Teacher

- Support Louisiana School with implementation of federal, state or district initiatives
    - Support selection and implementation Tier 1 Curriculum Resources, ELA and Math Instructional Shifts, and Assessment Plans
    - Develop School-Wide Goals (Leaders and Teacher Yearly Targets)
    - Support collaborative feedback structures to teachers
    - Principal Leadership (Monitoring School Academic Plans)
    - Leadership Team Structures/ Processes
    - Master/Mentor Teachers Instructional Leadership
    - Collaborative and Feedback Structures
    - Provide ongoing follow-up and/or coaching sessions (District and School Leaders)

St. John the Baptist Schools – Lead Teacher

- Develop and implement school's Academic Achievement Plan –Administrator/Teacher/Student Goals
- Facilitate weekly content related teacher collaboration structures
- Assist with planning and facilitating leadership team meetings
- Provide ongoing feedback /follow-up aligned to teacher evaluations results

- Maintain professional relationships with staff and faculty
- Plan and deliver effective lessons that facilitated active student learning
- Serve as Lead Teacher on district and school level
- Maintain accurate records of students' progress and development
- Participate in school/district professional development and parent meetings
- Provide parental support and guidance regarding students' academic and behavioral issues
- Support partnership agreements between school and home to promote students' overall development
- Coordinate community based involvement projects
- Organize and maintain adequate records of all services provided to school and community
- Maintain school-based parenting center

Scott Duncan

NIET Senior Specialist

423- 361-5839 | sduncan@niet.org | Christiana, TN 37037

PROFESSIONAL SUMMARY

I am a passionate and lifelong learner whose drive, purpose, and mission are to increase the quality and effectiveness of structures and experiences for those I serve. I am an experienced educator, administrator, and certified Cognitive Coach. I strive to be a servant leader who makes a positive difference in the lives of all partners- teachers, leaders, and students.

EXPERIENCE

NIET SENIOR SPECIALIST, Scottsdale, AZ

National Institute for Excellence in Teaching, October 2021-Present

- Provide in-person and virtual professional development, training, coaching, and support to leaders, teacher leaders, and teachers at the high school level to improve educator effectiveness that leads to student growth.
- Work with high schools and secondary-school teams to identify needs and determine strategies to support these needs through tailored training and coaching.
- Serve as a resource and thought partner to enhance leader proficiency across high schools in implementing school improvement practices to strengthen leadership and improve educator effectiveness.

LEAD TEAM COACH (REGIONAL CONSULTANT), Nashville

Tennessee Department of Education, August 2013-July 2019

- Plan and lead professional development activities for teachers, administrators, and support staff
- Supported the development and implementation of the Tennessee Department of Education Pre-K/K and 1st/2nd grade student growth portfolio rubrics and asynchronous training/certification
- Observe teaching methods and examine learning materials to evaluate and standardize curricula and teaching techniques, and to determine areas where improvement is needed

ASSISTANT PRINCIPAL, Manchester

Manchester City Schools, October 2011-July 2013

- Evaluate curricula, teaching methods, and programs to determine their effectiveness, efficiency, and utilization, and to ensure that school activities comply with federal, state, and local regulations
- Oversaw daily operations of the school including scheduling classes, activities; maintaining order in hallways, classrooms; monitoring lunchroom behavior; supervising afterschool activities
- Assisted with the planning, coordination, supervision and evaluation of all instructional activities within the school

CLASSROOM TEACHER, TN

Blount County, Knox County, Cannon County, Manchester City, July 2007-September 2011

- Created lesson plans that incorporated educational standards and differentiated instruction for students with diverse needs
- Collaborated with the grade-level team to implement best practices for the success of all learners within the classroom

- Prepared for and delivered instructional lessons to students

EDUCATION

EDUCATIONAL SPECIALIST (ED.S.) CURRICULUM AND INSTRUCTION, TN

LINCOLN MEMORIAL UNIVERSITY, January 2009

MASTER'S IN EDUCATION (M.ED.) CURRICULUM AND INSTRUCTION, TN

LINCOLN MEMORIAL UNIVERSITY, January 2008

BACHELOR OF SCIENCE (B.S.) EARLY CHILDHOOD

EAST TENNESSEE STATE UNIVERSITY, January 2006

CERTIFICATIONS

- ILL Administrator
- Professional (Teacher)
- Certified Cognitive Coach (Thinking Collaborative)

REFERENCES

References available upon request

Kimberly Herring

345 Robin Hood Drive, Crossville, TN 38555
Phone: 931-248-2501 Work E-Mail: kherring@niet.org Personal E-Mail: kdwherring@gmail.com

Professional Summary

I have spent thirty-six wonderful years in education and will happily continue that pursuit of contributing to an environment where students can find joy and success. Growing up in a rural area and then teaching there for a large part of my career, I know that students can be successful wherever they are as long as they have the support they need. I am now in a position to provide support to school districts and educators, so they can be the lever of change for student success.

M

Experience

NIET, National Institute for Excellence in Teaching **June 2021 – Present**

Senior Specialist – *Virginia Curriculum Implementation Program* – support in adopting and implementing high quality instructional materials; *ATSI/TSI (Additional Targeted Support and Improvement)* – coaching and support around instructional shifts needed to move schools off of the ATSI list and improve student outcomes for targeted demographics as well as all students; *Math Implementation Grant* – coaching and support around the implementation of new math standards, adoption of high quality instructional materials, and the use of a math specific Instructional Practice guide; *TRAIN (Tennessee Rural Acceleration and Innovation Network grant)* - coaching and support of rural districts to design and implement comprehensive plans and professional learning for the continuity and acceleration of learning beyond the challenges of COVID learning loss; *General work with districts* to identify needs and determine strategies that will support their needs and improve educator effectiveness that will lead to student growth. *Grade level work spans kindergarten through high school*

Cumberland County Board of Education **August 2019 – June 2021**

Student Information Systems Administrator /Adjunct Math Faculty/ Math Curriculum/District Testing Coordinator – Primary responsibilities consisted of implementing, managing, training, and maintaining the student information system and its related platforms, as well as supervising testing.

Cumberland County High School **August 1990 – June 2021**

High School Teacher – Subjects taught include sped, regular, honors, and dual enrollment math courses as well as Visual Art (with computer emphasis), AP Computer Science Principles, and Physics.

Cumberland County Board of Education **October 2014 – December 2015**

Interim Student Information Administrator – Primary responsibilities consisted of implementing, managing, training, and maintaining the student information system, Skyward.

Instruction Partners **May 2017 – Present**

Professional Development Facilitator – Primary responsibilities consisted of delivering professional development around the new math standards in the F-IF domain of mathematics in the Algebra strand.

Roane State Community College **August 1994 - Present**

Adjunct Faculty Member – Subjects taught include many levels of college math courses.

Tennessee Department of Education **June 2013 – June 2018**

Core Coach, Content Developer for Professional Development, Math Standards Review Committee, Item Review Committee, Presenter for Item Writer Review Workshops, Presenter for TVAAS Use at the District and Classroom level – Responsibilities vary based on position but primary responsibilities center around math standards and presenting professional development programs to high school teachers.

Education

Tennessee Technological University **August 1987 – May 1994**

BS Degree in Secondary Education with certifications in Math, Art and Computer Programming Certification.

MA Degree in Curriculum and Instruction with 18 hours in Mathematics

Skills

High school math educator to students at every academic level at a traditional high school

Mentor to other teachers

Leader of various district level committees related to both technology and math

Develop presentations for high school math teachers both locally and at the state level

Good communication skills as a presenter and through general discussion with other educators

Attended numerous technology and computing education conferences and professional development programs.

2020 member of the TN Math Standards Review Committee

2019-2020 and 2020-2021 SCORE Alumni Lead

2017 SCORE Fellow

2017 Cumberland County Teacher of the Year

2014 National Center for Women and Information Technology Aspirations Educators Award

2013 Awarded a classroom set of iPads for use in my classroom

Consistently a Level 5 educator in both student growth and performance and evaluations

Christa D. Stewart, Ed.S., Doctoral Candidate

Phone: 865-256-7706 Email: cstewart@niet.org

Certified Cognitive Coach

Certified Administrator in Tennessee Pre-K-12

Certified Teacher K-8

Experience

National Institute for Excellence in Teaching (NIET) Senior Specialist 2021- Current

Knox County Schools, TN Summer Learning Camp Coordinator/Administrator 2021

Knox County Schools, TN Curriculum Specialist/Instructional Coach 2013-2021

Knox County Schools, TN Elementary Teacher- (2nd,3rd,5th grades & highly-qualified to teach middle grades) 1999-2013

Experiences as a Senior Specialist:

- I currently support 16 Projects in Tennessee and Virginia, and this support varies, with 8 districts focusing on K-8 and 8 focusing on a combination of support that includes the high school level
- Support districts with the Virginia Literacy Grant
- Conduct strength-based needs assessments, develop summary reports, support plans, and long-range plans
- Lead and support with walkthroughs, including using state tools such as Tennessee's Instructional Practice Guide and Virginia's Literacy Walkthrough Tool
- Support and model various coaching: executive coaching, strengths-based coaching, student-centered coaching, and leadership coaching
- Supported approximately 30 districts in Tennessee and Virginia as a Senior Specialist this support is greatly varied
- Supported districts with Tennessee's math curriculum implementation grant
- Developed and presented sessions at NIET National Conference
- Supported multiple Districts in Tennessee within the Tennessee Rural Acceleration Innovation Network (TRAIN) Grant

Certifications and Leadership Experiences as a Curriculum Specialist/Instructional Coach:

- Certified TEAM Evaluator

- Certified in Cognitive Coaching
- Planned and Facilitated Professional Development at the Building and District Level
- Planned and led weekly PLC meetings
- Served on the School Leadership Committee, Technology Team, Health/ Safety Crisis Team, Community Partners, and Therapeutic Crisis Intervention Team
- Served as Supervisor of 21st Century Grant Afterschool Program
- Served as Testing Administrator
- Accepted into the Tennessee Department of Education and Institute for Learning State Mathematics Coaching Project Cohort and completed the required year of training
- Assisted with realigning District Math Curriculum to address revised TN State Standards

Certifications and Leadership Experiences as a Teacher:

- Accepted into the University of Tennessee's Urban Specialist Certification Program
- Served as Lead Teacher for fifth grade for multiple years in a TAP School
- Served as mentor on the School Mentoring Team
- Attended TN Core, TN State Common Core Training for Mathematics
- Served as a mentoring teacher to South College Interns
- Accepted into the University of Tennessee's Urban Specialist Certification Program

Tab VI

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: National Institute for Excellence in Teaching

Surveys	$ 3,000.00 per school	Notes:
Assessments	$ 6,000.00 per school	Notes:
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$ 3,000.00 per six-hour day	
Virtual Coaching for Small Groups of five (5) or Individuals	$ 500.00 per hour	
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$ 3,000.00 per six-hour day	
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$ 6,000.00 two (2)-six (6) hour days	
School Visits (Inclusive of all Travel Costs for Consultant)	$ 3,000.00 (per day)* per school	*Recommended 1 per quarter
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$ 1,500.00 per three-hour day	
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$ 3,000.00 two (2)-three (3) hour days	
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	N/A: $ per unit price : $ per unit price : $ per unit price : $ per unit price Notes: Cost of workshop resources and materials are included in the rates listed above.	
Registration Fees (Conference/Workshop)	$ N/A per participant	
Other Expenses:	N/A	

DELIVERY: All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

Tab VII

Other Information

We have worked with districts in Tennessee and nationwide to support their teachers as they implement new curriculum. As a part of this support in Tennessee, we have leveraged the Tennessee Instructional Planning Guide (TN IPG) to ground our feedback and the implementation of instructional practices. Specifically, we have partnered with Knox County, Haywood County, Metro Nashville Public Schools, Cumberland County, Jackson County, Clinton City, and Trousdale County. We have also worked with 15 rural Tennessee districts as a part of the Tennessee Rural Innovation and Acceleration Network (TRAIN) program. Within TRAIN, we have supported the various instructional needs of partners, including implementing high-quality curriculum.

Tab VIII

Exceptions

NIET does not have any exceptions to Knox County Proposal Number 3667.

Tab IX

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3667

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

23. Certificate of Insurance shall show the RFP number and title.

24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: Arthur J. Gallagher Insurance Services LLC Authorizing Signature: _____ Area Vice President

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: NIET Molly Kwas Authorizing Signature: _____ CFO

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Molly Kwas, President or other Principal

Officer of National Institute for Excellence in Teaching, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

Molly K
President or Principal Officer

For: National Institute for Excellence in Teaching
Name of Company

STATE OF TENNESSEE}
COUNTY OF Davidson}

Subscribed and sworn before me by Molly MacKwas,

President or Principal Officer of National Institute for Excellence and Teaching,

On this 21st day of May 2025.

Notary Public

My Commission expires: March 3rd 2026

MARK SPRADLIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: Molly Kwas, Molly Kwas
(sign in blue ink)

Title: CFO Date: 6/2/25

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Molly Kwas
(sign in blue ink)

Title: CFO Date: 6/2/25

Knox County Government

and

PIVOT: School Improvement Leaders

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and PIVOT: School Improvement Leaders, hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government (Request for Proposals #3667) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Vendor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposals #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County. Per Request for Proposals #3667, a minimum of thirty (30) days is required for processing of payment.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting pursuant to Request for Proposals #3667.

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide the Evidence-Based Instruction Strategies Consulting detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Evidence-Based Instruction Strategies Consulting for the County in accordance with Request for Proposals #3667.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3667 and Addendum I
B. Contractor's Response to Request for Proposals #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20___, as reflected in its minutes, and certified by its Chairperson.

_____
BOARD CHAIR – Signature

_____
BOARD CHAIR

Date: _____

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

PIVOT: School Improvement Leaders

by: _____

Name: _____

Title: _____

Date : _____

Contract #: 25516 (e)
Approved as to Legal Form:

_____
Knox County Law Director's Office

7/24/2025
_____
Date

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Evidence-Based Instruction Strategies Consulting** as specified herein. Proposals must be received by **2:00 p.m.** on **June 13, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3667
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to rachel.cabrera@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please file a report online by accessing http://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. **Proposers must submit with their written response an exact electronic version of their proposal in a single PDF file on a flash drive format.**

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper;
1.20.2 Not include pages of unnecessary advertising;
1.20.3 Be made on both sides of each sheet of paper.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **May 27, 2025 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents,

or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this Request for Proposal response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Iran Divestment Act/No Boycott of Israel Affidavit.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex **or** national origin any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its

respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County. In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this document is to set forth and convey to prospective proposers the general requirements for vendors to provide Knox County Schools with Evidence-Based Instruction Strategies Consulting as desired by Knox County. Award will be based on Best Value. Best value means more than low cost. It includes cost, technical service quality, experience, qualifications and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AWARD LENGTH:** The pricing for this Contract must remain firm for thirty-six (36) months. However, due to the funding source Knox County does not allow automatic renewals, this Contract will need to be extended annually to continue services. Knox County will draft the Extension of Contract and send it to the vendor approximately ninety (90) days before expiration. The agreement may be renewed for four (4) one-year periods upon mutual consent, for a possible total of five (5) years. Following the initial thirty-six (36) months, the Contractor may request a change in price.

3.5 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.6 **COMMUNICATION:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.8 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event on or both contacts leave the Knox County account, the

vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.9 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the vendor(s). Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. A sample contract is under Exhibit B for review. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.10 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.10.1 Provide competent supervision;
3.10.2 Provide competent personnel;
3.10.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

3.12 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

As per Section 1.5, Knox County will determine the award structure that is in its best interest.

Methodology	30 Points
Delivery of Service	30 Points
Experience & References	20 Points
Cost	20 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one hundred (100) points, based on the Evaluation Criteria, per submission.

3.13 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the Request for Proposal process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.14 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VIII of the submittal. **Do not strike through or in any other way alter the Request for Proposal. Exceptions listed within other sections of the submittal shall not be reviewed or considered.**

3.15 **GRANT FUNDING:** The products or services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.16 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.17 **IDENTIFICATION:** Employees of the Contractor shall have proper photo identification displayed at all times while on property belonging to Knox County.

3.18 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.20.1 The invoice must show the amount due to the Contractor by Knox County;
3.20.2 The invoice must show a summary of completed work;
3.20.3 Invoices are to be original and uniquely pre-numbered;
3.20.4 Invoices which do not show this information are subject to rejection.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

3.22 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

3.23 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.23.1 Respondent must address all submittal requirements as defined under Section IV.
3.23.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.23.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.24 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.25 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.26 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.27 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposal.

3.28 **ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.29 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of thirty-six (36) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

3.30 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.31 **PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.32 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal format. As the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.33 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this Request for Proposal. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this Request for Proposal or the Contract.

3.34 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection.

3.35 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.36 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.37 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.38 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **May 27, 2025 at 4:30 p.m. local time**.

3.39 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.40 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

4.1 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations. In addition to Knox County Public Schools, funds are utilized to provide our non-public and the charter schools with resources/services.

4.2 **FACILITIES:** All facilities for the training will be provided by Knox County or Knox County's non-public schools.

4.3 **PARTICIPANTS:** Number of participants may vary. Vendors may work with an entire school staff or smaller school teams, and/or district teams, or any combination thereof. A defined number of trainings or participants is not guaranteed. Participants will be staff members serving students that may fall into historically underserved populations.

4.4 **SCOPE OF WORK:** Knox County Schools is seeking vendors to provide professional consultation to our schools and district to implement evidenced-based, content-specific strategies for instruction while building a coherent

academic and cultural model that is grounded in our district's four priorities: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation.

Through a framework that supports adult learning; while embracing student-centered decision-making, educators will be empowered to collaborate in curriculum-embedded professional learning. Educators will build discernment by measuring their impact on student learning through routine student work analysis. The consultant will work with leaders to support the accurate capture of the state of instruction through participation in classroom walkthroughs and coaching during reflective debriefs. The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district. Educators will also focus on developing or sustaining a culture of learning within the school community to support academic competency and increase student proficiency and growth

4.5 **METHODOLOGY:** Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum and/or resources used in past projects that are similar in scope to the proposed training. This information is to be provided in Section V, Tab III of this Proposal.

4.6 **DELIVERY OF SERVICES:** The successful Proposer **must** offer professional development training designed to achieve the objectives outlined in this Request for Proposal and support increased organizational capacity to sustain the application of learning and implementation of tools and strategies over time. The proposed program must be designed to enhance the skills and/or abilities of employees in evidence-based instructional strategies as related to the classroom and school environment to reduce disparities and enhance student academic performance as detailed in this Request for Proposal.

The professional learning delivery model must authentically engage participants based on the principles of adult learning. Participants will be prepared to effectively implement evidenced-based, curriculum-based professional learning strategies and respond based on content-specific feedback to increase student proficiency. Participants will collaboratively engage in structures to include:

- Surveys for measuring culture;
- Processes for educator collaboration;
- Processes for measuring impact on student learning;
- Processes for building educator discernment regarding evidence-based instructional strategies within high-quality instructional materials utilized by the district; and
- Processes for leader capacity building.

Training provided should support sustained implementation and the professional learning should provide evidence-based instructional strategies with a proven impact on student outcomes.

Proposers must provide comprehensive narrative statements that outline the implementation and management plans that it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described.

Implementation may be requested upon execution of a contract.

4.7 **EXPERIENCE & REFERENCES:** Proposers are to detail their organization's previous experience working with school and district leadership teams to analyze underserved students and to promote high levels of achievement for all learners. For all relevant team members, proposers are to submit education credentials, relevant work experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal. This information is to be submitted in Section V, Tab V of the Proposal.

Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. **Do not list Knox County Government or Knox County Schools as a reference.** References shall be submitted on Attachment A of this Request for Proposal.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.
PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Employer Identification Number (EIN)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Subcontractor(s) (if applicable)
- Acknowledgement of the receipt of any Addendum issued

TAB III **METHODOLOGY (30 POINTS)**

Proposers must demonstrate an understanding of Knox County's needs and fully explain overall approach to meet the County's requirements. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.4 and 4.5. Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum used in past projects that are similar in scope to the proposed training.

TAB IV **DELIVERY OF SERVICES (30 POINTS)**

Proposers must provide and implementation plan and comprehensive narrative statements that outline the management plan it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the County's project schedule. Proposers must thoroughly address each of the requirements outlined in the Delivery of Services portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.6.

TAB V **EXPERIENCE AND REFERENCES (20 POINTS)**

Proposers must thoroughly detail its approach to the Experience and References portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.7.

- References (Attachment A)
- Proposers must state the organization's number of years in business and provide a description of the organization to include office location(s).
- Proposers must describe the organization's experience with similar projects.
- Proposers must provide an organizational chart that illustrates the organization of the project team. The organizational chart must illustrate the lines of authority and designate the individual responsible and accountable for the completion of each component and deliverable of the Request for Proposal. Information about each person listed should include their a) title b) resume, including advanced education credentials, relevant work

experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal c) number of years with the organization and d) description of the type of work the individual will perform

TAB VI **PROPOSED COSTS (20 POINTS)**

Costs proposals must include all direct and indirect costs associated with the performance of the service. Proposed costs should be inclusive of all expenses. Proposer may include the methodology used to determine their proposed cost. Pricing must include all expenses, including transportation and ancillary out-of-pocket charges, if applicable. There will be no reimbursement for any such charges. Please state cost in a "per participant" format, noting any applicable volume discounts.

- Cost Sheet (Attachment E)

NOTE: This tab and Attachment E shall only be included in Section V behind Tab VI. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

TAB VII **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB VIII **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this Request for Proposal in your response.

TAB IX **ATTACHMENTS**

- Insurance Checklist (Attachment B)
- Criminal History Check Affidavit (Attachment C)
- Iran Divestment Act (Attachment D)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3667

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. *Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.*

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

23. Certificate of Insurance shall show the RFP number and title.

24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: _____

Surveys	$_____ per school Notes:
Assessments	$_____ per school Notes:
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$_____ per six-hour day
Virtual Coaching for Small Groups of five (5) or Individuals	$_____ per hour
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ per six-hour day
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ two (2)-six (6) hour days
School Visits (Inclusive of all Travel Costs for Consultant)	$_____ per school
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$_____ per three-hour day
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$_____ two (2)-three (3) hour days
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	_____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price Notes:
Registration Fees (Conference/Workshop)	$_____ per participant
Other Expenses:	

<u>DELIVERY:</u> All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

Equal Employment Opportunity

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.

Clean Air Act and Federal Water Pollution Control Act
Contractors and subcontractors will 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 will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension
A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying
The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

b. If any funds other than federally 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

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

Preferences for Products Produced or Manufactured in the U.S.
(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “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.

(2) “Manufactured products” means 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.

EXHIBIT B
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government and Knox County Schools (Request for Proposal #3667) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal's specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends upon the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial three (3) year period. However, due to the funding source, the County is required to renew the Contract on a yearly basis as per Paragraph 1 above. At the end of the first three (3) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request a price increase for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposal #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting and Services pursuant to Request for Proposal #3667.

TBA

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Evidence-Based Instruction Strategies Consulting and Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

SAMPLE

5. Appropriations. In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting and Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting and Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Evidence-Based Instruction Strategies Consulting and Services for the County in accordance with Request for Proposal #3667.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

SAMPLE

A. Request for Proposal #3667
B. Contractor's Response to Request for Proposal #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

Knox County Procurement Division
Addendum I to RFP No. 3667
Evidence-Based Instruction Strategies Consulting

Addendum Date: June 2, 2025

Buyer: Rachel Cabrera

Closing Date: June 13, 2025

The following is for clarification:

Question 1: Section 4.1. In reference to, "For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations." Should proposal responses encompass working with educators prek-12, or could proposal responses attend to working with a subset of grade-levels (i.e. Elementary only)? Will proposals be scored more favorably one way or another?

Answer 1: Proposals can attend to working with subsets of grade-levels. No, proposals will not be scored more favorably one way or the other.

Question 2: Section 5. Proposal Format: This section requests submissions in a three-ring binder and also requests two copies, 1 marked "original" and 1 exact copy. Should both "Original" and "Exact Copy" be in the same three-ring binder, or should each be submitted in their own binder?

Answer 2: They should be submitted in their own binder.

Question 3: Section 4.7 states "Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years." However, Attachment A states "Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years." Can you please clarify, do these references need to be related to work completed in the last five years, or work that is currently underway and has been in service for 5+ years? i.e. Could we submit a reference from the last five years of a similar project that had a 3-year duration?

Answer 3: The work could have been completed in the last five years or currently underway. Yes, your company could submit a reference from the last five years of a similar project that had a 3-year duration.

Question 4: Will all 92 schools necessarily receive consulting services, or is the number of schools to be determined?

Answer 4: Per Section 3.35 Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

Question 5: Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers? Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers?

Answer 5: We have 92 schools in KCS. Participants will primarily include executive principals and school-level leadership teams but may include supporting educators. Participant numbers will vary based on the size of the school and the focus of the work.

Question 6: Does the district have instructional coaches, and if so, do you envision the consultants supporting them via a train-

the-trainer model?

Answer 6: KCS has an instructional coach in each elementary school. Some of our middle schools and high schools have instructional coaches. Train-the-trainer model is an option for support.

Question 7: Section 4.4 states, "The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district." Do you have any additional information about the kind of strategic action plans you are looking for here?

Answer 7: Strategic plans should align with the district plan and school plan, but deeply analyze how best to achieve positive outcomes for students based on an understanding of the current state of instruction utilizing district IPGs. The plan should embrace the use of the district-provided HQIM (ELA, MATH, SCIENCE). Strategies outlined in the plan must align not only with research but with evidenced-based practices.

Question 8: How will schools and participants be selected?

Answer 8: School leaders will have autonomy to elect services and design support.

Question 9: Is there a vendor currently providing this scope of work?

Answer 9: Yes, Knox County currently has Contracts with Catapult Learning, LLC, Corwin Press and National Institute for Excellence in Teaching for Evidence-Based Instruction Strategies Consulting.

Question 10: Is a hybrid approach that includes onsite and virtual training acceptable?

Answer 10: Yes

Question 11: Does the district currently leverage an LMS for professional development?

Answer 11: Yes, Canvas.

Question 12: What is the budget for this scope of work?

Answer 12: The budget varies based on school budget and district budget.

Question 13: Tab VI Proposed Costs requests a "per participant" price but Attachment E Cost Sheet specifies a number of participants per service. Please clarify what should be reflected in Attachment E.

Answer 13: Please complete the Attachment E Cost Sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from the cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

End of Addendum I

Note: Addendum must be acknowledged in Section V behind Tab II of the proposal.

Rachel Cabrera

Rachel Cabrera
Senior Buyer, Knox County Procurement

PIVOT
SCHOOL IMPROVEMENT LEADERS

Proposal Number 3667: Evidence Based Instruction Strategies Consulting

Original Proposal

PIVOT: School Improvement Leaders

Proposal Closing Date: June 13, 2025

PIVOT
SCHOOL IMPROVEMENT LEADERS

Tab I : Cover Letter

PIVOT
SCHOOL IMPROVEMENT LEADERS

May 30, 2025

Rachel Cabrera, Senior Buyer
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, TN 37917

Re: Proposal Submission for RFP #3667 – Evidence-Based Instruction Strategies Consulting

Dear Ms. Cabrera,

On behalf of PIVOT, I am pleased to submit our proposal in response to RFP #3667 for Evidence-Based Instruction Strategies Consulting. We are enthusiastic about the opportunity to partner with Knox County Schools to enhance instructional outcomes through evidence-based, curriculum-embedded professional learning strategies that align with your district's four priorities.

Our team brings deep expertise in instructional leadership, curriculum based professional learning, adult learning, and leadership capacity building. We are confident that our approach will support educators in building instructional discernment, analyzing student work, and fostering academic growth for all learners.

Thank you for considering our proposal. We are excited about the potential to collaborate with Knox County Schools and contribute meaningfully to your vision.

Sincerely,

Amy Galloway, Ed.D.
Executive Director, Co-Founder
Amy.galloway@pivotleaders.org
615-476-2641

PIVOT
SCHOOL IMPROVEMENT LEADERS

Tab II : Company Profile

PIVOT
SCHOOL IMPROVEMENT LEADERS

Company Profile

Supplier Official Name: PIVOT: School Improvement Leaders

Address: 922 Main Street, Ste C Box 311- Nashville, TN 37206

Phone: 615-852-8828

Employer Identification Number: 92-0769769

Knox County Vendor Number: 85193

Knox County Business Tax License for Organization (if applicable): N/A

Knox County Business Tax License(s) for Subcontractor(s) (if applicable): N/A

Contacts:

Matt Gambatese, Head of Partnerships; matt.gambatese@pivotleaders.org

Amy Galloway, Executive Director; amy.galloway@pivotleaders.org

PIVOT: School Improvement Leaders acknowledges that it has received all Addendums to the RFP.

PIVOT
SCHOOL IMPROVEMENT LEADERS

Tab III: Methodology

PIVOT
SCHOOL IMPROVEMENT LEADERS

Methodology

Overview

At PIVOT School Improvement Leaders, we ground our methodology in adult learning theory, student-centered practices, cognitive science, and research on effective professional learning. Our proposed consulting services for Knox County Schools are designed to advance instructional coherence, elevate teacher practice, building leadership capacity, and improve systems, resulting in stronger student outcomes across all contexts—urban, rural, and suburban.

PIVOT will support district leadership to advance their four priorities: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation through the following approach:

1. Work with district leadership to determine the need or areas of focus.
2. Define the vision for success and milestones that represent progress.
3. Map the district leader, school leader, and teacher capacity building necessary to achieve the vision for success.
4. Execute the district leader, school leader, and teacher capacity building.
5. Measure progress along the way.

This five-step approach can be applied to instructional strategy and teacher capacity building, leadership capacity building, or general district wide strategy on any area of focus. The approach will always be grounded in research based adult learning principles.

Instructional Strategy and Teacher Capacity Building

Our model integrates evidence-based instructional strategies aligned with high-quality instructional materials (HQIM). Evidence based strategies include facilitating rigorous academic discourse, promoting productive struggle, differentiated scaffolding to increase grade-level access, responsive practices based on student needs, and strategic use of formative assessment and feedback loops. Our work draws from the following key sources:

- Peter Brown, Henry Roediger III, and Mark McDaniel's Make it Stick
- Héctor Ruiz Martín, How Do We Learn? A Scientific Approach to Learning and Teaching
- John Hattie's Visible Learning
- Meredith and David Liben's Know Better, Do Better, and Know Better, Do Better: Comprehension: Fueling the Reading Brain With Knowledge, Vocabulary, and Rich Language
- Peter Liljedahl's Building Thinking Classrooms in Mathematics, Grades K-12: 14 Teaching Practices for Enhancing Learning

Leadership Capacity Building

We will build leadership capacity by providing job-embedded coaching, cohort-based learning, and performance-aligned development that equips school and district leaders to drive instructional improvement and lead effective teams. Our work is grounded in the following sources:

- Darling-Hammond, L., Wechsler, M. E., Levin, S., Leung-Gagné, M., & Tozer, S. (2022). Developing effective principals: What kind of learning matters?
- Darling-Hammond, L., LaPointe, M., Meyerson, D., Orr. M. T., & Cohen, C. (2007). Preparing School Leaders for a Changing World: Lessons from Exemplary Leadership Development Programs.
- Aguilar, Elena. *The Art of Coaching*

General District Wide Strategy

We work side by side with district leaders to co-design and implement high-impact strategies that strengthen instructional, operational, and people systems, build leadership and teacher capacity, and drive success for all students, drawing from the following sources:

- Isobel Stevenson's The Strategy Playbook for Educational Leaders
- Bryk, Gomez, Grunow, and LeMahieu's Learning to Improve: How America's Schools Can Get Better at Getting Better
- Peter Senge's The Fifth Discipline, The Art and Practice of the Learning Organization

Adult Learning Theory

We ground all support in adult learning theory—emphasizing agency, relevance, reflection, collaboration, and practice—to ensure that professional learning leads to meaningful, sustained changes in practice. Our work is based in the following sources:

- Aspen Institute, *Developing a Professional Learning System for Adults in Service of Student Learners*,
- Darling-Hammond, L., Hyler, M. E., Gardner, M. *Effective Teacher Professional Development*.
- Gagne, R. *The Conditions of Learning*
- Guskey, Thomas R. *Evaluating Professional Development*
- Knowles, M.S. *The modern practice of adult education: From pedagogy to andragogy.*
- O'Connor, Bridget, Bronner, Michael and Chester Delaney. Training for Organizations
- Sullivan, R.L., Wircenski, J.L., Arnold, S.S., & Sarkees, M.D. *A Practical Manual for the Design, Delivery, and Evaluation of Training*
- Vella, Jane. *Training Through Dialogue*: *Promoting Effective Learning and Change with Adults*

General Approach to Our Work

PIVOT anchors development experiences in three evidence-based practices that make for effective capacity building experiences and result in changed behavior: coaching, learner community, and applied learning experiences. PIVOT's typical support involves all three components, customized to partner needs.

Coaching

We know effective coaching has the capacity to accelerate growth through habits of reflecting, planning, and executing. A coach serves the role of external eyes and ears, holding up a mirror and increasing capacity for self-awareness. PIVOT's coaching relationships are built on trust between coach and coachee and adapt to the unique needs of specific leaders and the demands of their environments. PIVOT's coaching is always focused on developing a coachee's mindsets and behaviors to achieve the coachee's goals. In this model, the coach focuses intentionally and specifically on the person experiencing the challenge, not only on the problem they are presenting.

PIVOT's goal is to grow people quickly. This means coaches take every opportunity to narrate what they see, view every situation as data, are not drawing conclusions, but are constantly trying to push a person a step forward. We use an adaptive coaching model where we vacillate between directive and facilitative coaching conversations based on the leader, their capacity for reflection and ownership, and the goals they are working to achieve. Concretely, this means that sometimes our coaching will look like traditional instructional coaching that involves classroom rounds, calibrating feedback, real time coaching, and conversation role plays; sometimes it will look like shared co-working time where a leader needs support designing a system or planning for rollout; sometimes it will look like consulting where a coach brings a solution or resource and supports the leader to implement; and many other things in between.

Learner Community

Learner community happens through leaders or teachers learning in partnership with each other in a collaborative classroom setting that is grounded in applied learning experiences, specifically: practice scenarios and consultancies. This group time allows for significant knowledge development; that is, participants are learning new things. Additionally, it allows participants to see other leaders and teachers doing the same work, wrestling with the same challenges. It is the only time a leader gets to see someone else think through the same decisions they are working through. They get to hear another peoples' analysis, rationale, and see their action planning. The topics of this focused learning time are determined thought a collaborative input process with stakeholders or through a school-based needs assessment.

Applied Learning Experiences

During both our one-on-one coaching sessions, and our group learning events, we rely heavily on applied learning experiences. This means that any topic leaders or teachers are working on growing in, they are doing practice that is directly applied to their schools, their data sets, their students, their teachers, their

materials, etc. This type of immediate application builds the leader's and teacher's capacity to execute independently in their schools even when they do not have the support of a coach.

As described above, all learning experiences are designed with adult learning principles at the center:

- Coherence and Relevance: Content is embedded in the instructional materials KCS already uses, ensuring transfer to classrooms.
- Application-Oriented: Each session includes modeling, practice, and action planning.
- Collaborative Learning Structures: Protocols such as consultancy, student work analysis, and learning walks are embedded.

Sample Materials

See attached (Tab VII – Additional Materials) for the following materials

Leader Learning Roadmap	This is a master list to be used as a starting place, in combination with district frameworks and tools, when designing learning experiences specifically for school-based leaders.
School based needs assessment	This is a tool that can help diagnose a school's needs and prioritize areas of focus for improvement.
School Improvement Plan	This is a tool that can be used to plan improvement and the required capacity building to make those improvements.
Leader Learning Plan	This is a tool used to design one-on-one coaching and development experiences based on leaders' specific areas of growth in relation to their school and district goals.
Team Culture Strategic Planning	This is a session that was planned and executed for 100+ leaders across the state of Tennessee. Materials include • Facilitator guide: this is the script for the person leading the session • Deck: the slide deck participant see during the session • Participant materials: the packet of materials participants learn from.
Leading for Literacy: Examining the Leader's Role in Literacy Success	This is a session that was planned and executed for 50+ leaders in West Tennessee. Materials include: • Facilitator guide: this is the script for the person leading the session • Deck: the slide deck participant see during the session • Participant materials: the packet of materials participants learn from. • Self-assessment Rubric: a tool participants used to reflect on their current state of academic enabling conditions at their schools.

PIVOT
SCHOOL IMPROVEMENT LEADERS

Tab IV: Delivery of Services

PIVOT
SCHOOL IMPROVEMENT LEADERS

Delivery of Services

PIVOT's approach to delivering services for Knox County Schools is grounded in adult learning theory, cognitive science, and research-backed professional learning practices. Our implementation and management plans are designed to deliver sustained improvements in teacher practice, leader capacity, and student outcomes—starting immediately upon contract execution and continuing through long-term implementation support.

Implementation Plan

We will use our proven five-step methodology to structure this engagement:

1. Identify Needs and Areas of Focus: In partnership with district and/or school leaders, we engage in a launch meeting or use a school-based needs assessment, if appropriate, and school/ district data to identify specific instructional priorities and opportunities.
2. Define the Vision and Milestones: Co-develop a shared vision for success with clear, measurable milestones.
3. Map Capacity-Building Pathways: Align teacher, leader, and system-level capacity building to support the defined vision.
4. Execute Capacity-Building Activities: Deliver multi-tiered professional learning and coaching tailored to classroom, school, and district contexts.
5. Monitor and Measure Progress: Use surveys, implementation metrics, student learning data, and reflection tools to track growth and adapt as needed.

This structure applies to all areas of focus—whether instructional strategy, leadership development, or district-wide improvement—and ensures coherence across all levels of the system.

Phase	Activities	Deliverables
Diagnostic & Planning	Identify Needs and Areas of Focus: • Data review (student outcomes, walkthrough notes, surveys) • Leadership launch meeting • Needs assessment, if applicable Define the Vision and Milestones Map Capacity-Building Pathways	• Site-specific action plan • Customized PD calendar

Learning & Application	Execute Capacity Building Activities • Professional development sessions • In-class modeling/coaching • Instructional rounds with IPG • Leader debriefs after walkthroughs • Small group coaching and strategy sessions • One-on-one coaching	• Session agendas & attendance logs • All session materials • Leader learning plans • Walkthrough tools • Observation reflection templates
Sustainability & Capacity Building	Monitor and Measure Progress • Use surveys, implementation metrics, student learning data, and reflection tools • Development of PLC facilitator guides • Leader coaching sessions • Virtual office hours	• Progress monitoring tracker • Progress reports quarterly • Sustainability plan with embedded protocols • Leader facilitation rubric

Professional Learning Model

Our delivery model integrates three key practices that research shows are most effective in driving adult behavior change:

- Coaching: PIVOT coaches use an adaptive model blending facilitative and directive support based on context. Coaching includes real-time instructional feedback, system design support, and leadership consulting.
- Learner Community: Cohort-based learning sessions engage educators and leaders in practice-based problem solving through protocols like consultancies, student work analysis, and peer observation.
- Applied Learning: Every professional learning experience involves immediate application to participants' real work—planning instruction, examining student data, or designing systems aligned to HQIM.

Engagement Formats

Format	Purpose	Participants
Full Staff PD	Build capacity across all teachers/ entire team on a shared vision, shared strategies, and clearly defined plans	Up to 50 participants per session

Small Group Coaching	Deepen teacher or leader skill development	Teacher teams, department chairs, APs, Principals
Leadership Intensives	Strengthen site-based capacity to lead cycles of learning	Principals, APs, Deans, instructional coaches
Virtual Learning	Reinforce content and provide follow-up support	PLC leaders, district content leads
Walkthrough & Debrief Cycles	Leaders practice observing, scripting feedback, debriefing lessons, drafting batch feedback, and having feedback conversations.	Principals, APs, Deans, instructional coaches, district leaders-if relevant
Culture Surveys	Capture baseline and post-support shifts in staff confidence, collaboration, and instructional clarity. Debrief all survey data with leadership teams.	Principals, APs, Deans, instructional coaches, district leaders-if relevant
Impact Protocols	• Instructional Look-For Guides calibrated to KCS priorities • Student Work Protocols grounded in HQIM tasks • Leveraging KCS lesson prep and unit prep protocols to strengthen PLC implementation	PLC leaders, Principals, APs, Deans, instructional coaches, district content leads

All sessions emphasize:

- Evidence-based instructional strategies proven to impact student achievement.
- Instructional discernment to help educators make high-quality decisions within the materials already used by KCS.
- Leadership capacity building through role-specific development aligned with instructional goals and district frameworks.

Alignment to Section 4.6 Requirements

The PIVOT delivery model includes all required components of Section 4.6:

- Authentic adult learning that centers participant voice, reflection, and real-world application.

- Structures for implementation and impact:
    - Surveys for measuring culture and implementation.
    - Collaborative protocols for teacher teams (e.g., PLC facilitation, lesson study).
    - Tools for analyzing student learning outcomes and connecting them to instructional practice.
    - Instructional discernment tools embedded in HQIM-aligned content.

- Coaching and leader development systems to sustain implementation.

Management Plan and Timeline

Implementation will begin upon contract execution. A dedicated project manager will oversee delivery, supported by a team of content experts, coaches, and data analysts. Our team will conduct biweekly check-ins with district or school stakeholders, provide monthly implementation updates, and produce quarterly progress reports. All services will be responsive to KCS's timeline, staffing structures, and instructional calendar.

Communication Highlights:

- Dedicated point-of-contact for scheduling and project oversight
- Shared project tracker with milestones, delivery dates, and session feedback summaries
- Monthly implementation updates
- Quarterly progress reports

All professional development is built for long-term coherence and internal sustainability. Our approach ensures that Knox County educators are not just trained—they are empowered to lead instructional improvement within their buildings.

PIVOT
SCHOOL IMPROVEMENT LEADERS

Tab V: Experience and References

PIVOT
SCHOOL IMPROVEMENT LEADERS

Experience and References

Overview and Experience

PIVOT's Core Programming is focused on equipping and empowering the most effective school leaders who drive results for every learner in our highest need schools.

PIVOT's outcomes include the following:

- Schools doubled the percent of school improvement indicators met
    - Before working with PIVOT = 31% of school improvement indicators met
    - After working with PIVOT = 62% of school improvement indicators met
        - Comparable schools stayed flat
        - School indicators include: ELA achievement, ELA growth, Math achievement, Math growth, chronic absenteeism, graduation rate, and ready grad rate
- Principals working with PIVOT have improved their teacher retention by an average of 17.3% and improved teacher satisfaction by an average of 22%.
- 7 KCS schools are included in the impact numbers above

PIVOT employs partner surveys as part of its ongoing program quality management systems. Survey results indicate the following:

- 100% of leaders agree or strongly agree on the following indicators:
    - PIVOT programming helps me be more effective in my role.
    - PIVOT programming helps me have a greater impact on teacher satisfaction.
    - PIVOT programming helps me have a greater impact on student learning.
    - I feel like I am growing as a leader.
    - PIVOT is a program I'd recommend to other leaders.
- 100% of partners (districts/CMO level team who oversee principals) agree or strongly agree on the following indicators:
    - PIVOT is a program I'd recommend to other districts looking to support their principals.
    - PIVOT is having a positive impact on our principal development.
    - The team from PIVOT does what they say they will do.
    - I enjoy working with the team from PIVOT.

Our team of full-time coaches hold:

- Multiple advanced degrees
- Several years of district and charter experience
- Multiple leader licenses
- Various coaching certifications

PIVOT was founded, and is led by, people who have expertise in principal development and school improvement. Their backgrounds include:

- Six years of state agency work overseeing and running leadership development including improving existing programs, bringing the rural principal network and principal supervisor network inhouse because of the team's content expertise, when those programs were previously contracted out, launching new programs for teacher leaders and aspiring assistant principals, and diverse leaders development.
- Running the turnaround principal cohort during which time 20% of participating schools, all of whom had a CSI designation (Comprehensive Support and Improvement), exited the list.

While PIVOT: School improvement leaders was officially established as an organization in 2022, our team has a combined 19 years of school leadership experience, 13 years working with school and district leaders, and 59 years total teaching and leading in high need schools. Some outcomes from our time as principals and school administrators include:

- Moved school from priority status in 2015 to reward status in 2019.
- 400% increase in achievement across ELA and Math TCAP from 2015 to 2019.
- Moved math achievement from 2% proficient in 2015 to 36% proficient in 2019 (above the state average at the time).
- Over a five-year period
    - Increased % of students scoring "on track" or "mastered" on TN Ready from an average of 5% across math and ELA to an average of 26%.
    - Decreased % of students scoring "below" on TN Ready from an average of 72% across math and ELA to an average 36%.
- Decreased chronic absenteeism by 11% and mobility by 50% over a five-year period, while increasing student enrollment by over 100 students over a five-year period.
- Led exceptional staff retention, culture, and development over a five-year period including:
    - Average net promoter of 60.
    - 100% of the initial leadership team was still in role in year five.
    - 70% of the teaching team from year 1 was still in role in year five.
    - As of 22-23 school year, 60% of initial teachers held roles as Deans, Assistant Principals, or Principals in schools.
- Drove double digit math gains at a CSI designated high school from 2011-2014 including:
    - Algebra I improved from 6% proficient to 21% proficient
    - Algebra II improved from 4% to 35%
    - Additionally, math growth increased from a level 1 to a level 5
- During a three-year period from 2017-2020, a CSI designated middle school saw tremendous growth, ultimately resulting in the school moving out of the bottom 5%.
    - School-wide TVAAS increased from a level 1 to 3, Science TVAAS increased from a level 3 to 5, Math TVAAS increased from a level 1 to 5, and ELA TVAAS increased from a level 1 to 3.

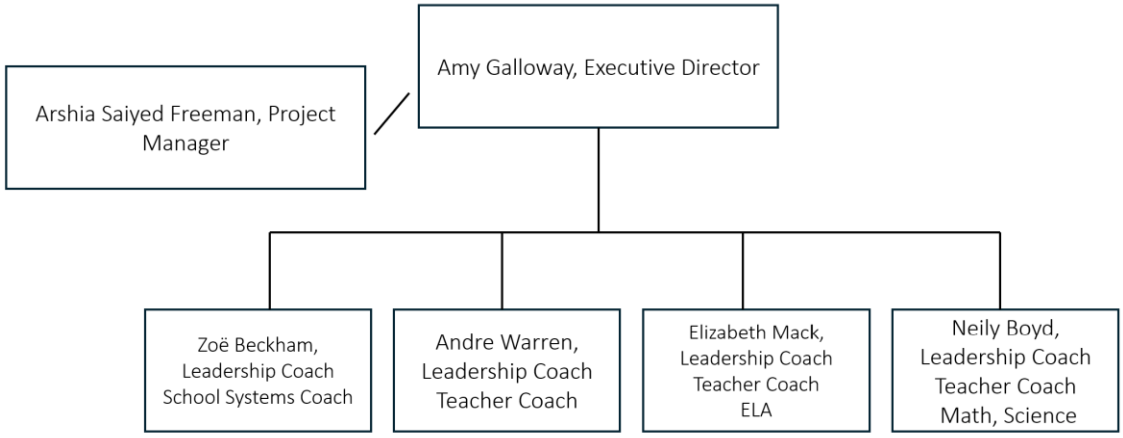
- Additionally, the school exceeded Key Performance Indicators (50%) for NWEA MAP testing: Math (68%) and ELA (70%) while all grades grew at the 99th percentile.
- Lastly, student behavior incidents decreased by 40% and staff retention was 93%.

PIVOT's team is remotely based but has a shared office space for convenings in Nashville, TN.

Organizational Chart

The project team includes an executive director who is ultimately accountable for the work, will own quality control, is the final decision maker on plan design and implementation decisions, and will support the PIVOT project team to ensure execution is a high level. A project manager will ensure all operational components are smooth including project plan, data tracking, completion tracking, report deadlines, and first point of contact for communication. PIVOT will use a leadership coach for principals, and then a person with content expertise in ELA, math, and science as needed based on project details.

Project Team



Resumes of Key Personnel

(Included in the following pages)

AMY GALLOWAY
amy.galloway@pivotleaders.org

Leadership development and principal development expert. Developed senior leaders, principals, assistant principals, and principal supervisors across Tennessee. Results driven educator with 7 years of experience as a principal. Turned around the lowest performing elementary school in Nashville. Strong sense of personal responsibility, exceptional interpersonal and coaching skills, and a deep belief in the power of people and relationships. Instructional leader, people leader, operational leader.

EXPERIENCE

FEBRUARY 2023- PRESENT
CO-FOUNDER, EXECUTIVE DIRECTOR, LEADERSHIP COACH, PIVOT: SCHOOL IMPROVEMENT LEADERS

- Set the vision for our work developing principal skill sets and equipping them to lead the most effective schools possible.
- Scale our organization from 3 people generating $700,000 in revenue to 30+ people generating 7.5 million in revenue over the next five years.
- Oversee all core functions including talent, program, finance, partnerships, and operations.
- Serve as a Leadership Coach, responsible for leader learning goals, and school impact goals for all principals on my caseload.
- Own program development including scope and sequences, writing content, and learning facilitation.

JUNE 2020- FEBRUARY 2023
SENIOR DIRECTOR, PROFESSIONAL LEARNING AND LEADERSHIP DEVELOPMENT, TENNESSEE DEPARTMENT OF EDUCATION

- Oversaw the professional learning team including design, roll out, and implementation of our new adult learning framework across all teams at the department (400+ people).
- Ran the Rural Principal Network, including professional development and coaching for 45 principals per year across 26 rural districts, with the following results:
    - 100% of participants strongly agreed that “Programming was led by individuals who possess or have access to appropriate knowledge or expertise.”
    - 100% of participants rated the overall professional learning experience as outstanding or above average.
- Ran the Tennessee Academy for School Leadership, professional development for principals, assistant principals, and instructional supervisors across the state (525 combined enrollment in the three programs), with the following results:
    - 97% Agree or strongly agree that “I gained knowledge or strategies that directly impacted my leadership in positive ways.”
- Ran the Turnaround Principal Cohort, including professional development and coaching for 30 principals per year who led priority/ turnaround schools across 7 counties, with the following results:

    - 100% Agree or strongly agree that "My professional learning and coaching experience had a significant impact on teacher development.
    - 96% Agree or strongly agree that "My professional learning and coaching experience had a significant impact on student growth and achievement.
- Ran the Principal Supervisor Network, including professional development and coaching for 25 principal supervisors at district offices who were growing their skillset in coaching principals.
- Oversaw the creation of a free additional endorsement program in the areas of special education and ESL for any licensed teacher to add this endorsement.
- Oversaw the creation of a micro-credential program that included programing for teacher leaders.
- Wrote content for online professional development modules for Best for All Central, the online learning tool:
    - Current topics include trauma informed instruction and teacher leadership.
    - Accessed by over 5,000 educators.

NOVEMBER 2014 – MAY 2020

PRINCIPAL, KIPP NASHVILLE, KIPP KIRKPATRICK ELEMENTARY SCHOOL

- Turned around Kirkpatrick Enhanced Option School, a Priority School, to KIPP Kirkpatrick Elementary School, a Reward School, in 4 years.
    - Kirkpatrick was ranked at the 0.5th percentile in the state based on the 3-year success rate data from 2013, 2014, 2015 results, the lowest performing school in Davidson County and 8th lowest performing school in the state.
- Successfully managed challenging community dynamics during the conversion process.
- Increased enrollment by over 100 students.
- Decreased student mobility from 40% to 20%.
- Increased % of students scoring "on track" or "mastered" on TN Ready from an average of 5% (across 3rd-4th grades' math and ELA tests) to an average of 26%.
- Decreased % of students scoring "below" on TN Ready from an average of 72% (across 3rd-4th grades' math and ELA tests) to an average 36%.
- Five years of net promoter scores of 60+.
- 70% of my schools' founding team was still at KIPP Kirkpatrick 5 years later including 100% of my founding leadership team.
- 91% of families agree or strongly agree that they'd recommend KIPP Kirkpatrick to other families, 98% of families agree or strongly agree that they are proud that their child attends KIPP Kirkpatrick.
- Managed a team of 42+ people through strong coaching, team culture, valuing relationships, and emphasizing growth.
- Directly managed assistant principals, deans, and teachers with 10-13 direct reports at various points in time.
- Managed an operating budget of over four million dollars.

FEBRUARY 2007 – NOVEMBER 2014

KIPP PHILADELPHIA SCHOOLS

- KIPP Philadelphia Elementary Academy (Kindergarten- 4th grade)
    - Principal, June 2013- October 2014
- KIPP Philadelphia Schools/KIPP Foundation
    - Fisher Fellow, June 2012- June 2013 (3% selection rate, yearlong leadership development program to found a school)

- KIPP Philadelphia Elementary Academy (Kindergarten-1st grade), June 2010- June 2012
    - Assistant Principal
    - Special Education and Intervention Coordinator
    - Special Education Teacher
    - 1st grade teacher
- KIPP Philadelphia Charter School (5th-8th grades), February 2007- June 2010
    - Special Education Teacher
    - Special Education Coordinator
    - Saturday School Coordinator

JUNE 2006- AUGUST 2009

TEACH FOR AMERICA

- Corps Member Advisor, May 2009- August 2009
- Learning Team Leader, September 2008- June 2009
- Corps member, June 2006- June 2009
    - New York City, Department of Education, M.S. 241, Special Education Teacher, 6th grade, emotional support
    - KIPP Philadelphia Charter School, Special Education Teacher
    - Nominated for the Sue Lehmann Award for Excellence in Teaching

EDUCATION

MAY 2025

Expected completion.
Education Doctorate, Education Leadership and Policy, Vanderbilt University.

MAY 2009

Masters of Education, Secondary Education, K-12 special education concentration, Chestnut Hill College

JUNE 2006

Bachelor of Arts, Communication Arts and Sciences, Pennsylvania State University

KEY KNOWLEDGE AND SKILLS

- Strengths based coaching
- Proficient in Myers Briggs, Enneagram, True Colors, Strengths Finder, DiSC, 360
- Whitmore's coaching framework
- Building team culture
- Facilitating community circles
- Facilitating conversations about race and white privilege
- Data based coaching
- Direct and open communication
- Elementary literacy- science of reading/ knowledge building literacy
- Orton Gillingham trained
- LETRS trained
- Conceptual math
- Backwards planning
- Assessment creation
- Responsive Classroom trained
- Trauma informed schools and systems
- Certified counselor and advocate for survivors of domestic violence and sexual assault

Arshia Saiyed Freeman

(502) 299-3902 | arshiasaiyedfreeman@gmail.com

EXPERIENCE

Tennessee SCORE Nashville, TN
Senior Director of Impact and Strategic Initiatives, March 2024- November 2024
Senior Director of Impact, March 2022- March 2024

- Designed and managed organization-wide annual strategic planning, goal-setting, and progress tracking
- Wrote and managed publication of monthly and annual donor and board-facing impact communications including organization's annual impact report and impact webpages
- Raised over $25 million from national and Tennessee-based philanthropic foundations through executing high-quality pitches, concept memos, letters of intent, applications, and grant budgets
- Led a team to win a national Response For Proposal (RFP) related to education and healthcare innovation that resulted in a $15.3 million investment in a rural nursing education program
- Improved organization-wide development systems through identifying efficiencies, leading grant team processes, creating systems for grant tracking and managing all stages of the grant cycle
- Designed and managed grantmaking processes for a multimillion dollar grant portfolio including diligence, selection, monitoring, and reporting; served as program officer for 30+ nonprofit organizations
- Designed and managed new grantmaking strategy and systems for multiple new grant initiatives that supported teacher talent pipelines, innovation in education, and education to work initiatives
- Managed a grants and impact team including direct supervision of a program officer and strategic initiatives manager and project-specific supervision over grant compliance, finance, and project management professionals

Nashville Classical Charter School Nashville, TN
Director of Talent & Development, July 2018-present
Director of Growth, Strategy, and Talent, May 2016- June 2018

- Created and managed talent processes including recruitment strategy, candidate materials, hiring manager materials, applicant tracking, and interview rubrics for instructional and non-instructional roles
- Achieved 85% teacher retention and 100% leader retention for three consecutive school years as staff size doubled by codifying human resource systems and implementing new workplace policies to increase satisfaction
- Met 100% of enrollment targets including class size, student diversity, and waitlist size for three enrollment seasons by designing student enrollment strategy to grow school from Kindergarten-3rd grade to Kindergarten-6th grade including marketing materials, outreach strategy, application tracking, and parent communications.
- Led a team of five school operations professionals rated in top quartile nationally for school operations on The New Teacher Project Insight Survey across six survey administrations
- Tripled individual giving in two years, increased school volunteers by 500%, and secured over $2.5 million in grants, corporate giving, and individual giving by designing and leading development initiatives
- Planned and facilitated professional development for staff related to school's mission & culture, diversity & equity, achievement data, and goal-setting
- Served as liaison for external partners including families, vendors, local school district, TN Department of Education, and education partner organizations including Teach for America and Building Excellent Schools

Whites Creek High School Nashville, TN
English 1 Teacher, August 2010-May 2013
Freshman Academy Team Leader, August 2012-May 2013

- Increased the school's English 1 End of Course Exam (TCAP) pass rate from 19% to 59% by creating and implementing an English 1 curriculum for over 500 9th graders
- Served as team leader for Freshman Academy which included holding planning meetings, planning professional development, and mediating conflict amongst team of five teachers, a school counselor, and assistant principal
- Rated in the 90th percentile in Tennessee TVAAS Teacher Effectiveness for three consecutive years

Arshia Saiyed Freeman

(502) 299-3902 | arshiasaiyedfreeman@gmail.com

EDUCATION

University of Kentucky College of Law Lexington, KY
J.D., May 2016

Lipscomb University College of Education Nashville, TN
Tennessee Teaching Certification, English Grades 7-12, May 2011

Centre College Danville, KY
B.A., Government and History, May 2010

REFERENCES

Available upon request

Andre Warren, Ed.D.

Andre.Warren@pivotleaders.org • 615-429-2113

Objective

To share the knowledge and expertise gained through my education and experience as a school and state leader. I am passionate about building strong relationships and creating a positive community for all students to receive a high-quality educational experience in a safe, welcoming, and positive environment. My skills in data analysis, school turnaround strategies, curriculum development, leader development, teacher mentoring, and team building are pivotal practices that contributed to success throughout my career.

Education

2019 Doctor of Education; Leadership and Professional Practice:
Trevecca Nazarene University, Nashville, TN
Dissertation: Implementation of Math Tasks on Student Achievement

2015 Administrative Licensure Certification. ILL-B Certification:
Cumberland University, Lebanon, TN

2008 Masters of Science; Curriculum and Instruction:
Tennessee State University, Nashville, TN

2005 Bachelors of Arts & Science; Mathematics:
Tennessee State University, Nashville, TN

Experience

2024-present Leadership Coach • **PIVOT: School Improvement Leaders**
Coach, develop, and explicitly grow school-based leaders such that leaders achieve their development goals and drive school-based improvements that are aligned to standard improvement indicators.

- Write and progress monitor leader learning plans.
- Report progress on leader and school growth quarterly.
- Support content development, writing, and execution for small and whole group learning sessions.
- Ensure all leaders assigned to coach get 100% of their committed sessions and that the in person/virtual split aligns with program expectations and contract requirements.

2021-2024 Director of Leadership Development • **Tennessee Department of Education**
Develop, manage, support, and facilitate professional development programs for over 100 principals, 300 assistant principals, and 50 principal supervisors across the state of TN. Focusing on building and sustaining an effective leader at all phases of a leader's career by setting high standards for effective leadership based on

research and best practice, supporting leaders to reach those standards, and empowering districts to build a network of exceptional instructional leaders who get results.

- Define strategies for continuous improvement in professional development and training programs.
- Incorporated feedback, suggestions, and recommendations to enhance the effectiveness and value delivered to leaders.
- Design, maintain, and evaluate an annual professional development program initiative and budget for training opportunities for leaders across the state.
- Reduce attrition and have a positive impact on student outcomes in the state.
- Provide high quality professional learning experiences for new leaders to practice executing coaching support and skills.
- Supporting the focus to instructional leadership and continuous improvement for leaders as part of their daily core tasks.
- Support knowledge building around high-quality instructional materials.

2020-2021 Interim Principal • **Haynes Middle School**

- Serving as an instructional leader, supporting 43 teachers, approximately 485 students, along with a host of support staff and administrative personnel.
- Supervised staff, developed plans for staff and students returning for Covid-19, collected data for informing decisions, and created and maintained a positive environment for all stakeholders.
- Worked closely with teachers on curriculum design and implementation of instructional strategies.
- Facilitated the development, implementation, and monitoring of data driven school improvement plans.

2017-2020 Transition Academy Principal • **Madison Middle School**

Led and supported the mission and vision of the school with a specific focus on the Transition Academy, consisting of 23 teachers, nearly 270 students in the 5th and 8th grades, along with counselors, support staff, and administrative personnel. The scope of work consisted of providing effective research based instructional strategies for teachers and students, creating a system for assessing and evaluating instruction, providing high-quality feedback, and monitoring daily operations and systems of school.

- School-wide TVAAS increased from a level 1 to 5.
- Led Science, Math, MTSS, AVID, and Athletic departments.
    - Science TVAAS increased from a level 3 to 5 (2017-2018)
    - Math TVAAS increased from a level 1 to 3 (2017-2018) and from a level 3 to 5 (2018-2019)
    - ELA TVAAS increased from a level 1 to 3 (2018-2019)
    - Exceeded Metro Nashville Public Schools Key Performance Indicators for MAP testing: Math (68%) and ELA (70%), all grades grew at the 99th percentile (2018-2019)
    - Exceeded Metro Nashville Public Schools Key Performance Indicators for MAP testing: Math: 3 grades grew at the 99th percentile (2017-2018)
- Managed Student Funds Operation accounts for Athletics to ensure adequate funds are generated and sustainable for each program.
- Decreased student behavior incidents by 40% (2018-2019) and by 35% (2017-2018) by intentionally targeting students for restorative sessions.
- Designed a school wide PLT structure to meet the needs of all student subgroups while serving as MTSS Academic Lead.

2016-2017 Numeracy Coach • **McKissack Middle School**

Monitored school improvement plan for math and providing professional development to faculty and staff. Provided high-quality feedback to teachers through walkthroughs, planning sessions, and data.

- Increased instructional capacity of teachers through targeted professional development for strong implementation of weekly math tasks, which resulted in Math TVAAS growing from a level 1 to 3
- Created and executed a school-wide Continuous Improvement Model along with assessments to maintain an instructional focus and collect data for the
- school year. This resulted in all teachers intentionally aligning their instruction to the TN State Standards
- Maximize the use of technology to provide timely feedback and support to all teachers.

2014-2016 Mathematics Instructor • **East Nashville Magnet H.S.**

- Strengthened instructional capacity of teachers through targeted professional development for strong implementation on content pedagogy, data room, and data talks, which resulted in Math TVAAS growing from a level 1 to 5.
- Led East Nashville Magnet to gains and achievement in the District for Algebra I (36% increase) and Algebra II (44% increase) (2014-2015).

2005-2014 Mathematics Chair and Instructor • **Maplewood H.S./John Overton H.S.**

Strengthened instructional capacity of math teachers through targeted professional development, co-teaching models, content pedagogy, and data focused instructional practices.

- Led Maplewood school-wide TVAAS in Numeracy, which increased from a Level 1 to Level 5.
- Led Maplewood from single digit to double digit gains in the District for Algebra I (21%) and Algebra II (35%) (2012-2013 and 2013-2014).
- Served as Math Department Chair (2012-2014) – Accountable for developing common assessments, creating a scope and sequence, and facilitating weekly common planning meetings and modeling best practices.

Skills and Trainings

- Myers-Briggs (MBTI) certified/trained
- California Psychological Inventory (CPI) certified/trained
- Advancement Via Individual Determination (AVID)
- Restorative Practices trained
- TI Technologies (Texas Instruments)
- Project Based Learning (PBL)
- Backwards Planning
- Strength Finders
    - Adaptability
    - Analytical
    - Arranger
    - Consistency
    - Deliberative

Recognitions

2014-2017 TSSAA Track State Runner-Up Coach's Award
2015-2016 MNPS Cross Country Coach of the Year

2015-2016	ECET2TN Alumni
2013-2014	Blue Ribbon Teacher Nominee
2013-2014	Teacher of the Year
2012-2013	Enrichment Leader- Mayor's Scholars Academy
2012-2014	Outstanding Educator Honoree-Maplewood
2012-2016	Level 5 Educator

ZOE.BECKHAM@GMAIL.COM • 985-705-3626 • NASHVILLE,TN

ZOË BECKHAM

SUMMARY

Personable, strong critical and strategic thinker with a track record of exceptional success in change management, problem solving, building systems, and managing/influencing people and teams to yield strong, often remarkable outcomes. Experiences and skills as an educator, leader, coach, and operator aptly transfer to managing complex projects, partnerships, and organizations.

EXPERIENCE

CO-FOUNDER, PARTNERSHIPS, *PIVOT: School Improvement Leaders* *2023-present*

- Refine and evaluate the vision for PIVOT's work developing principal skill sets and equipping them to lead the most effective schools possible
- Serve as a Leadership Coach, responsible for leader learning goals, and school impact goals for all principals on caseload.
- Design and facilitate adult learning sessions across PIVOT's six strands of learning, soliciting and incorporating feedback from participants
- Own partnership development including long-term cycles planning, copy writing marketing materials, engage with potential partners and ensure maximized partner experience

DIRECTOR, LEADERSHIP & PROFESSIONAL LEARNING, *Tennessee Department of Education* *2020-2023*

- Ran two cohorts of specialized principal development (turnaround and rural principals) and implemented the Commissioner's Adult Learning Framework initiative.
- Turnaround Principal Cohort, including professional development and coaching for 30 principals per year who led priority/ turnaround schools across 7 counties.
    - Optimized scope and sequence based on current research and needs analyses of K-12 leaders, designed and facilitated monthly learning and networking sessions
    - Principal-reported quality, relevance, and impact grew from 78% in 19-20 to 95% in 20-21, sustained at 96% in 21-22
        - 100% Agree or strongly agree that "My professional learning and coaching experience had a significant impact on teacher development.
        - 96% Agree or strongly agree that "My professional learning and coaching experience had a significant impact on student growth and achievement.
- Rural Principal Network, including professional development and coaching for 45 principals per year across 26 rural districts, with the following results:
    - 100% of participants strongly agreed that "Programming was led by individuals who possess or have access to appropriate knowledge or expertise."
    - 100% of participants rated the learning experience as outstanding or above average.
- Adult Learning Framework
    - Led department-wide change management project; progress monitoring implementation of new framework for standardizing high-quality adult learning experiences, both internally and externally; adoption rates met/exceeded targets
    - Design, review, approve, and facilitate 100s of leadership and instructional skill development adult learning experiences for educational leaders across the state of Tennessee

ZOE.BECKHAM@GMAIL.COM • 985-705-3626 • NASHVILLE,TN

HUMAN RESOURCES, BUSINESS PARTNER, *Amazon* *2020-2021*

- Identified opportunities for system growth, implementing roll outs and change management as workforce more than tripled due to COVID-19 demand
  - Led re-design for new hire onboarding systems, which lead to increased retention and a 60% decrease in common onboarding defects negatively impacting new team member experience
  - Coached managers and HR team members on protocols and best practices for HR investigations, conflict management, and performance management
- Maximized team efficiency through metrics-driven system improvement and change management across teams and regional sites
  - Led culture correction between two main teams through data collection, analysis, and presentation, strategic group and 1:1 leader development, conflict resolution & team building

FOUNDING DIRECTOR OF OPERATIONS, *KIPP Nashville Public Schools* *April 2015 - February 2020*

- Pivotal founding leader in turnaround success of KIPP Kirkpatrick Elementary School; rank of 0.5th percentile of TN schools → 86th percentile in just four years
- Significant Achievement in Turnaround Success Indicators:
  - *Enrollment.* Canvassed, built trust and community within zoned neighborhood to grow from enrollment of 302 K-4th grades to an enrollment of 500+
  - *Mobility.* Identified and supported highest-need families to decreased mobility from 40% before the turnaround to 22% at the end of year three; decreased each subsequent year
  - *Attendance.* Used data and team input to create school-based plan that was later adopted as the regional plan for all 7 KIPP Nashville schools. Reduced chronic absenteeism by 11% in 3 years at single school site; chronic absence cut by 7% in the first year of region-wide implementation.
- Owned all non-academic work streams and outcomes including but not limited to:
  - *Financial Management.* Drafted and managed annual budget of $4-5 million, navigating federal compliance and regulations, actualizing within 5% of yearly projections
  - *Human Assets*. 60% founding team retention in year 5 (typical founding team retention in year 5 is less than 30%) through intentional culture design, relationship development, and strategic growth plans. Staff of 45+ team members.
    - Average school-based net promoter of 60 (across 8 data points and 5 years, 6/8 data points showed score of 58+; an excellent net promoter score is 50)
  - *Systems & Policies Creation.* Used change management strategies to create, implement, and progress monitor all systems for daily logistics, policies for staff members, and safety and crisis management. Multiple systems I created were adopted as network systems for all KIPP Nashville schools, and I worked with multiple schools to train and support implementation
  - *Partnerships & Vendors.* Managed contracts and served as the liaison between the school and 30+ vendors (food service, custodial, maintenance, events, promotional materials, safety, etc.), state and district education offices, city representatives, regional office, etc.

SUMMER LEARNING CAMPUS LEAD MANAGER, *Teach For America* *February 2014 – July 2015*

- Hired, trained, and coached 4 summer learning campus leads for separate summer training sites designed to train 50+ new teachers and educate 600+ students in five weeks
- Leveraged strong, short-term relationships to push targeted skill growth and strengthen work product outcomes in collaboration with multiple stakeholders
- Analyzed progress to goals and growth across sites, determining trends and bright spots to inform next steps with quick turnaround on 24-48 hour cycles

ZOE.BECKHAM@GMAIL.COM • 985-705-3626 • NASHVILLE,TN

MIDDLE SCHOOL TEACHER LEADER, *LEAD Public Schools* *July 2013 – 2015*

- Middle school English Language Arts teacher, instruction specifically tailored to meet behavioral needs of students (more than 70% of students with behavioral IEPs ranging in severity); increased TCAP proficiency by 32%
- Managed the 7th grade instructional team (seven teachers); worked with school leadership team to coordinate grade level team alignment and contribution to whole-school goals and initiatives; mentored and coached team members

ELEMENTARY TEACHER, *Teach For America* *June 2011-May 2013*

- Used data and summative assessments to dictate rigorous content and social development instruction; students achieved an average of 2.5+ years of academic growth in a single year

EDUCATION

LIPSCOMB UNIVERSITY, Nashville, TN *July 2011-December 2012*
Masters of Education in Instructional Practice, English Language Learners Endorsement

UNIVERSITY OF SOUTHERN MISSISSIPPI, Hattiesburg, MS *2006-2010*
Bachelor of Arts, English; American Studies, minor
Honors College Scholar, magna cum laude; published senior thesis

ADDITIONAL

Interests & Hobbies: movie lover/critic, avid reader, board/card game enthusiast, Notary Public
Personality Indicator Types: ENTP (Meyers-Briggs), Green/Orange (True Colors), 8w7/9 (Enneagram), Individualization.Strategic.Achiever.Learner.Restorative (Strengths Finder)
Awards and Honors: Hall of Fame, University of Southern Mississippi; Chi Omega Fraternity, President

NEILY BOYD

Franklin, TN 37069 | neily.t.boyd@gmail.com | (615) 347-8867

AREAS OF EXPERTISE

- Curriculum Design
- HQIM Implementation Strategy
- Data-driven STEM Instruction
- Strategic Planning
- Professional Development Design
- Teacher & Leader Development

PROFESSIONAL EXPERIENCE

Curriculum & Instruction Consultant March 2020 – present

- Independent consultant supporting public and private schools in five states, education-focused foundations, and several curriculum companies, with a speciality in math needs assessments, strategic planning, and ongoing staff training.
    - Provided curriculum implementation support to three KIPP regions serving over 1,000 students, which included professional development and on-site teacher and leader coaching. As a result, a KIPP middle school achieved the second-highest math growth in their large urban school district and 100% of teachers were using the curriculum as their primary instructional tool.
    - Led a needs assessment across two chronically low-performing urban district schools and the ongoing strategic planning with district leadership to create customized professional development, coaching arcs, and feedback tools to increase math instructional quality for over 700 students.
    - 100% of clients come from referrals from previous clients and 88% of clients have retained my services for additional consulting support after the completion of the initial project.
- Founder of Counting With Kids, a math company that supports families and early childhood professionals with building early math skills so children enter elementary school with foundational math skills. Company now supports thousands of families worldwide and shares free content with a social media community of almost 50,000.

KIPP Nashville

Director of STEM June 2017 – March 2020

- Designed and led a math program overhaul across all six of KIPP Nashville's elementary and middle schools aligned to the Standards for Mathematical Practice resulting in schools outperforming both district and state math averages.
    - In the 2018-19 school year, 7th and 8th grade state math test scores ranked fifth and sixth among Nashville middle schools. All grades at KIPP Nashville College Prep ranked among the top 10 of Nashville middle schools.
    - Math state test scores at KIPP Kirkpatrick Elementary increased more than 30 points moving them from a priority school in the bottom 5% in the state to a reward school in the top 5%.
- Led the successful implementation of Amplify Science across KIPP Nashville's six elementary and middle schools.

Prior title: *Director of Math*

7th Grade Math Teacher July 2016 – June 2017

- Pioneered a tasks and discourse teaching model using Eureka and Achievement First Math (now Leap). At the end of the year, 51% of my students ended in the top quartile on the nationally-normed Measures of Academic Progress (NWEA MAP) test compared to KIPP's national average of 23% in the top quartile.

STRIVE Prep Federal | Denver, CO

Data and Intervention Specialist, Math Coach July 2013 – June 2015

- Created a school-wide system for data analysis and data-driven coaching.
- Coached a team of five first- and second-year math teachers through a region-wide curriculum adoption, resulting in highest regional benchmark data in a network of 5 middle schools.

KIPP Academy Nashville

7th Grade Team Leader & Math Teacher June 2011 – June 2013

- Led students to achieving test scores that were 22% higher than the state average and 29% higher than the district average.
- Worked directly with the leadership team to earn the highest growth scores of any Metro Nashville Public Schools middle school in 2012 and 2013.

Teach For America (Metro Nashville Public Schools)

Algebra 1 Teacher June 2009 – May 2011

- Algebra 1 teacher at Stratford High School. Ranked a Level 5 teacher (on a scale of 1 – 5) on the Tennessee Value-Added Assessment System (TVAAS) by helping students make, on average, at least two years of growth during one school year. All student groups outperformed their state growth predictions.

EDUCATION

M.Ed., Lipscomb University, 2011

M.Ed. in Educational Leadership; GPA – 4.0

B.A., Vanderbilt University, 2009, *Magna Cum Laude*

Major in English; Minor in Corporate Strategy; GPA – 3.75; Dean's List, all semesters

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PUBLICATIONS

Boyd, Neily, and Sarah Schaefer. *Developing Roots Pre-K Math.* Mathodology, 2023.

Boyd, Neily. *Math Companion.* Counting With Kids. 2021.

Boyd, Neily. *Building Foundational Number Sense.* Counting With Kids. 2020.

COMMUNITY INVOLVEMENT

Board Member, High Hopes Development Center, an inclusive early childhood school and pediatric therapy clinic in Franklin, TN.

ELIZABETH MACK

CONTACT

706-318-6637

elizabeth.mack@pivotleaders.org

EDUCATION

Vanderbilt University

Master of Education in Learning, Diversity, and Urban Studies

Nashville, Tennessee
May 2020; GPA 3.94

Emory University

Bachelor of Arts in Education Studies and Women, Gender, and Sexuality Studies

Atlanta, Georgia
May 2014; GPA 3.54

SKILLS

- Professional Development and Facilitation
- Data Analysis and Strategic Planning
- Real Time Coaching through Cohesive Coaching Cycle
- Science of Reading
- Culturally Responsive Pedagogy
- Trauma Informed and Social Emotional Learning Practices

CERTIFICATIONS

- Language Essentials for Teachers of Reading and Language (LETRS)
- Elementary Special Education
  Tennessee State University
- Elementary Teaching Certification
  Relay Graduate School of Education
- Urban Leaders Fellow

PROFILE

As a leadership coach, I partner with school leaders to support their professional develop and ultimately, their school communities. My work is grounded in science improvement research as well as the power of relationships. Through regular coaching sessions, tailored learning plans, and innovative professional development content, I work to facilitate adult learning opportunities for school leaders to become more thoughtful and equitable leaders.

WORK EXPERIENCE

Director of Assistant Principal Program

PIVOT School Improvement Leaders 2024 - Present

- Coach, develop, and explicitly grow school-based APs such that they achieve their development goals and drive school-based improvements that are aligned to standard improvement indicators.
- Write and progress monitor leader learning plans.
- Report progress on leader and school growth quarterly.
- Support content development, writing, and execution for small and whole group learning sessions.

Assistant Principal

KIPP Nashville Public Schools 2022 - 2024

- Developed grade level teachers through weekly observations, lesson internalization, feedback cycles, data analysis, and mid-year and end of year evaluations.
- Coordinated school-wide systems for response to intervention and literacy curriculum.
- Developed instructional leaders using a yearly 70/20/10 coaching plan to track progress towards performance and development goals.
- Strategic planned towards region-wide goals and quarterly benchmarks.
- Retain 83% of novice teachers for 2 or more years.
- Led grade level to 88% of students meeting or above EOY reading expectations in 22-23 school year with 54% of students being multi-lingual learners.
- Achieved 80%+ student mastery across all modules in first year of new math curriculum implementation.
- Real-Time Coaching aligned to bite-size action steps for teacher development.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: PIVOT: School Improvement Leaders

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: Knox Education Foundation
Contact Person: Jill Akin Phone Number: 270-293-0818
Email Address: jakin@knoxed.org Fax Number: _____
Nature of Contract: Leadership capacity building for district principals and APs
Services Provided: Instructional and People Leadership Development through Group Learning and Coaching
Dollar amount: $ 520,000 (over life of contract)
Contract start date: May 2023 Contract end date: June 2026

Name of Firm: Haywood County Schools
Contact Person: Casey Jackson Phone Number: (731) 772-9613
Email Address: casey.jackson@hcsk12.net Fax Number: _____
Nature of Contract: PD for Principals and Principal Supervisors
Services Provided: Structured professional development workshops and ongoing cohort and coaching program
Dollar amount: $ 50,000 (over life of contract)
Contract start date: May 2024 Contract end date: June 2026

Name of Firm: Hamilton County Schools
Contact Person: Fannie Moore Phone Number: 423-498-6569 ext. 25034
Email Address: MOORE_F@HCDE.ORG Fax Number: _____
Nature of Contract: Supporting Principal Supervisors and Principals
Services Provided: Leadership capacity building for district supervisors and one of their principals
Dollar amount: $ 20,000 (over life of contract)
Contract start date: March 2025 Contract end date: June 2025

PIVOT
SCHOOL IMPROVEMENT LEADERS

Tab VI : Proposed Costs

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: PIVOT: School Improvement Leaders

Surveys	$_2,500_____ per school	Notes:
Assessments	$_NA_____ per school	Notes:
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$_2,800_____ per six-hour day	
Virtual Coaching for Small Groups of five (5) or Individuals	$_200_____ per hour	
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_5,600_____ per six-hour day	
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_10,500_____ two (2)-six (6) hour days	
School Visits (Inclusive of all Travel Costs for Consultant)	$_2,800_____ per school	
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$_2,800_____ per three-hour day	
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$_5,000_____ two (2)-three (3) hour days	
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	_____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price Notes: NA- all resources are included with fees noted above	
Registration Fees (Conference/Workshop)	$_2,000_____ per participant	
Other Expenses:		

DELIVERY: All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

PIVOT
SCHOOL IMPROVEMENT LEADERS

Tab VII: Other Information

PIVOT
SCHOOL IMPROVEMENT LEADERS

Leader Learning Roadmap- Principal

Purpose

The purpose of this document is to detail the competencies and content knowledge that effective principal use at a high level to lead schools that result in strong student academic and non-academic outcomes. This document serves as the master list of content for the specific role and will be used as the starting place, in connection with relevant district tools and frameworks, when customizing learning experiences for principals.

Definitions

- Competencies: knowledge, skills, and mindsets that leaders need to be effective; competencies span topics of specialized content
- Strands of Learning: topics of specialized content that leaders need to learn
- Sub strand, specific buckets within each strand (domain within the content

Competencies

Competency	Definition	What it Looks Like at a High Level
Self-Management	A leader's capacity to regulate his or her own behavior, thoughts, and emotions in a productive way.	Consistently and accurately anticipates how others perceive actions, comments, & tone; consistently regulates energy & emotions such that actions, comments, volume, & tone are intentional and appropriate; consistently organizes self & effectively manages personal time such that 90%+ of time is spent intentionally and effectively
Critical Thinking	A leader's capacity to effectively process and analyze information.	Can effectively gather, analyze, and process complex information; anticipate challenges; monitor own bias, see and evaluate potential options; does this consistently across buckets of work; able to articulate complexity among multiple variables
Building & Maintaining Relationships	A leader's capacity to invest in relationships with others.	Consistently develops and maintains strong relationships with and between people, across lines of difference, has trust of 90%+ teammates, adapts style when needed for impact, and can motivate action in others; Believes in others and empowers others to lead work
Strategic Planning	A leader's capacity to set a direction, align resources accordingly, and create short- and long-term plans to drive outcomes.	Aligns plans to larger vision, mission, & goals, methodically plans backwards breaking big/ long term outcomes into concrete small actions; consistently manages time and resources effectively; generates new ideas and approaches
System Design and Execution	A leader's capacity to develop the systems needed to run a school.	Designs interconnected school-based systems that include goals, clear roles and responsibilities, measurement systems and accountability loops; consistently executes systems as designed; Strengthens organizational capacity for performance

Strands of Learning

SAMPLE

Strand of Learning	*Definition*	*Sub strands*	
People Leadership	The work of positively impacting the people around you and the outcomes of your work through a focus on the human aspect of leadership.	Self & Others	Self- Awareness
			Self-Management
			Relationship Building
			Communication
		People Management	Talent Cycle
			Team Culture
Science of Improvement	An approach to problem-solving and improvement that uses a continuous inquiry cycle grounded in quantitative and qualitative data to identify the most effective ways to make changes and improve outcomes.	School Improvement	
		Principles of Improvement	
		Change Management	
Instructional Leadership	The work of improving teaching and learning.	Instructional Leadership Basics	
		Instructional Coaching	
		Intellectual Preparation Systems and Structures	
		Math Content Knowledge	
		Reading/ ELA Content Knowledge	
		Diverse Learners & Serving All Student Groups	
Serving All Students	The work of improving non-academic learning for students and ensuring people of all backgrounds feel welcomed and safe and that they have the support needed to perform to their fullest potential.	Trauma Informed Systems	
		Student Culture Enabling Systems	
		Inclusive Teams and Schools	
School Operations	The work of ensuring a smooth, efficient, and safe school experience for all stakeholders.	Financial Management	
		Schoolwide Systems	
		Family & Community Engagement	

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SCHOOL IMPROVEMENT LEADERS

School Specific Needs Assessment

School Name

Contents

Section 1: Process Overview 2
Section 2: Synthesis of all Information Gathered 4
Section 3: Trends, Strengths, and Challenges 8
Section 4: Root Cause Analysis 9
Section 5: Prioritization of Needs 9
Section 6: Draft Plans 10
Section 7: Data Visualizations 10

Section 1: Process Overview

1. Synthesis of all Information Gathered:

The PIVOT team will understand the following about each school

- The Basics
    - Enrollment
    - Demographics
    - Neighborhood Context
    - Mission and Vision
- Leadership Team
    - Role and Responsibilities
    - Development and Support Systems
    - Evaluation and Accountability Systems
    - Alignment and Collaboration Systems
- Teacher Development
    - Expectation Setting
    - Coaching and Support Systems
    - Meetings and Professional Development Structures
    - Evaluation and Accountability Systems
    - Strategic Staffing
- Academic Performance
    - Student Growth and Achievement
        - Across content areas, grade levels, and student groups
    - Strategic Scheduling
    - Vision for Rigorous Instruction
    - Use of HQIM
    - Use of Data
    - Systems to Support All Learners
    - Communicating Academic Performance to Students and Families
- Student Culture
    - Student Satisfaction and Engagement
    - Student Attendance
    - Student Social Emotional Needs
    - Student Rewards, Opportunities, and Events
    - Student Discipline
- School Wide Operational Systems

- Staff Communication
- Family Communication
- Schoolwide Systems and Routines
  - Attendance
  - Arrival and Dismissal
  - Lunch
  - Assemblies
- Community and Family Engagement
- Extracurriculars

To do this the team will complete the following activities

- Observe a sampling of high performing, low performing, and middle performing teachers
- Observe across content areas and grade levels
- Observe school wide systems and routines
- Interview the principal
- Review key documents
- Review school communications
- Conduct a focus group with the school leadership team
- Conduct teacher focus groups
- Thorough data analysis
- Observe a leadership team meeting, grade team meeting, content team meeting, and whole team meeting
- Conduct student focus groups, from each grade level
- Conduct a family focus group
- Pending available data, conduct student, family, and employee surveys
- Engage in root cause analysis with a diverse group of school representatives

2. Identify trends, strengths, and challenges

3. Prioritization of Needs

Criteria for Prioritization

- Urgency and potential for impact
- Root cause that is able to be addressed in given timeframe
- Alignment with school mission and vision and mission and vision of District
- Alignment with priorities of other schools within District

Ranked Needs

- Priority 1
- Priority 2
- Priority 3

4. Draft Plans
    - School Improvement Plan: to guide the work in the given timeframe, see separate template

Section 2: Synthesis of all Information Gathered

The Basics

Enrollment

Grade	Enrollment
Total enrollment	

Demographics

Descriptor	24-25	Change over last 3 years
% Economically disadvantaged		
% Multilingual learner/ ELL		
% Neurodiverse Learners/ SWD		
% African American/ Black		
% Hispanic/ Latino		

Neighborhood Context

School Mission	
School VIsion	

Leadership Team

Data Analysis

- Leadership team retention
- Leadership team attedance
- Leadership team satisfaction/ enagement

Document Analysis

- Professional development plans
- Meeting agendas
- Meeting notes
- Coaching logs

Who is on the leadership team? How clear are their roles and responsibilities? How much experience do they have at this school, and in general?	
What development and support is in place for leadership team members? Is there any gap between what is supposed to happen and what is actually happening? How effective is leadership team development?	
How are leadership team members evaluated? What outcomes are they accountable for? What does accountability look like?	
How does the leadership team work together? What systems and structures do or don't support their collaboration?	

Teacher Development

Data Analysis

- Teacher retention
- Teacher attendance
- Teacher satisfaction/ engagement

Document Analysis

- Professional development plans
- Meeting agendas

- Meeting notes
- Coaching templates
- Coaching logs
- Evaluation templates

What story does the relevant data from the last three years tell us?	
What expectations have been communicated to teachers? How have they been communicated?	
What development and support is in place for teachers? Is there any gap between what is supposed to happen and what is actually happening? How effective is teacher development?	
What is a teacher's meeting cadence? How are meetings used? How effective is meeting time in developing teachers?	
How are teachers evaluated? What outcomes are they accountable for? What does accountability look like?	
Are staffing decisions within the school strategic?	

Academic Performance

Data Analysis

- Student growth and achievement data across content areas, grade levels, and student groups
    - Aimsweb
    - i-Ready
    - Benchmark
    - TN Ready
- Student grad and ready grad

Document Analysis

- Meeting agendas
- Intellectual preparation templates

- Progress reports/ report cards

What story does the relevant data from the last three years tell us?	
How/ Is the schedule used as a strategic tool to support academic priorities?	
Is there a clear vision for what rigorous instruction looks like? Is everyone aligned? How effectively have people internalized it?	
How/ Is HQIM being implemented?	
How/ Is data being used?	
What systems exist to support all learners? How effectively are those systems implemented?	
How/ Do students and families understand their (student's) current academic standing?	

Student Culture

Data Analysis

- Student attendance
- Student attrition/ retention
- Student Satisfaction
- RTI^2-B
- Discipline incidents
- Suspensions

Document Analysis

- Handbooks
- Discipline logs

What story does the relevant data from the last three years tell us?	
How invested are students in coming to school and working hard to learn?	
Are student social and emotional needs being met?	

How positive is student culture? What opportunities do students have for pride and celebration?	
What story is student discipline data telling us?	

Schoolwide Operational Systems

Data Analysis

- Family/ student satisfaction
- Student attendance
- Student attrition/ retention
- Newsletter consumption data
- Extracurricular participation data

Document Analysis

- Newsletters
- Handbooks
- Relevant one pagers

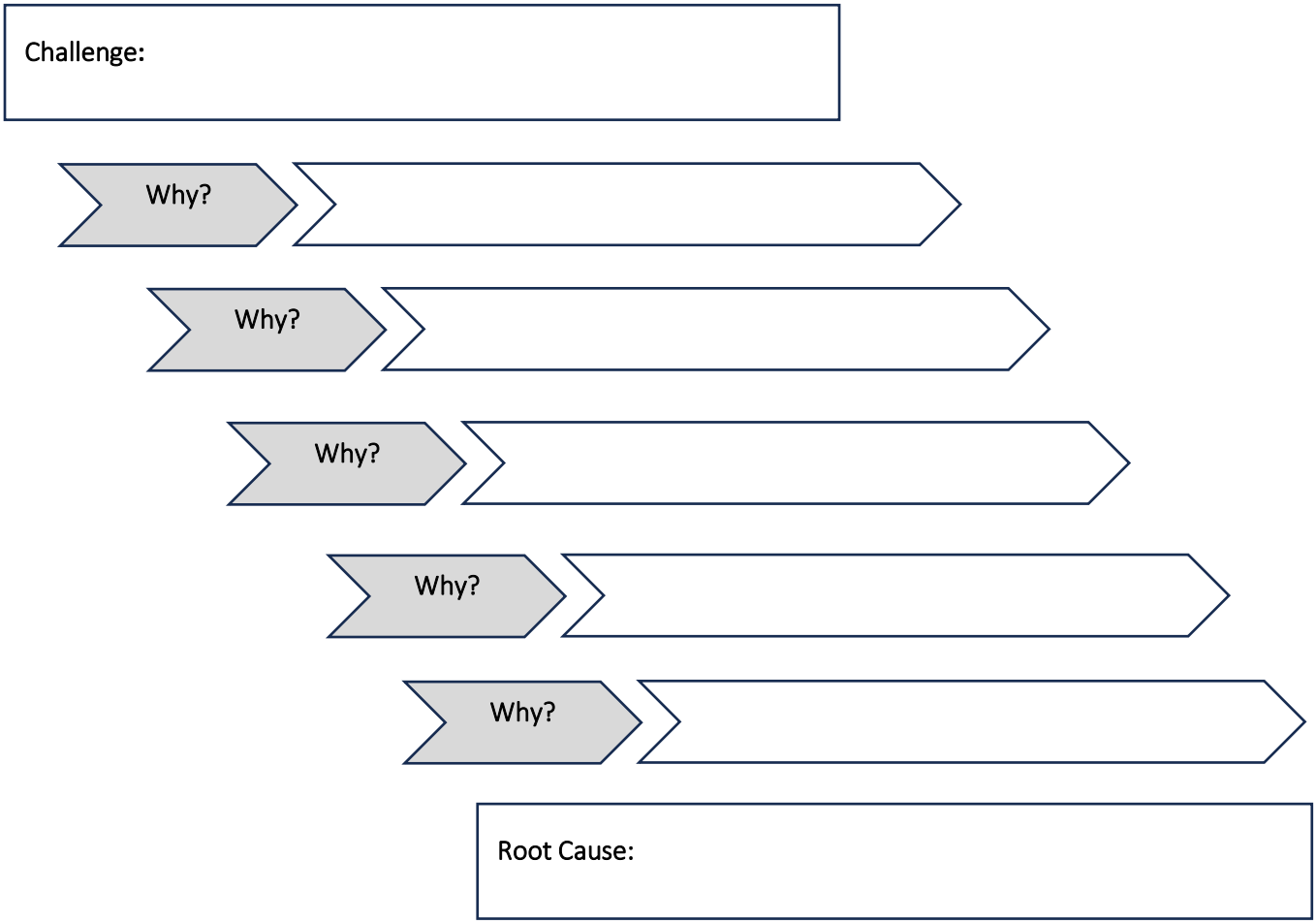
What story does the relevant data from the last three years tell us?	
What communication systems exist? How effective are they?	
How smoothly do schoolwide systems run?	
What is the attendance system? How are students and families with attendance challenges supported?	
What does community and family engagement look like? How effective is it?	
What role do extracurriculars play for students?	

Section 3: Trends, Strengths, and Challenges

Trends	
Strengths	
Challenges	

Section 4: Root Cause Analysis

For the challenges identified in section 3, complete a root cause analysis, using 5 whys.



Section 5: Prioritization of Needs

Criteria for Prioritization

- Urgency and potential for impact
- Root cause that is able to be addressed in given timeframe
- Alignment with school mission and vision and mission and vision of District
- Alignment with priorities of other schools within District

Ranked Needs

Priority 1	

Priority 2	
Priority 3	

Additional Needs that are Being Deprioritized and Rationale

Need 4	
Need 5	
Need 6	

Section 6: Draft Plans

- See school specific School Improvement Plan to guide the work in the given timeframe

Section 7: Data Visualizations

- Insert relevant charts and graphs

School Improvement Plan

Purpose:

This plan is intended to be a guide for improvement work over the given timeframe.

Organization Note:

The actions that come out of this plan will be captured in a tracking template in excel to be managed as a project plan, so progress is visible and easily reported.

School Name

Date

Contents

Part 1: Needs Assessment 2
Part 2: Future State 2
Part 3: Plan to Achieve the Goals 3
Part 4: Stakeholder Engagement and Communication 8

Part 1: Needs Assessment
Link the needs assessment here.

Overall Summary

Needs that were ranked 1-3, rationale, and summary from root cause analysis:

Prioritized Need	Rationale	Root Cause Analysis
Need 1		
Need 2		
Need 3		

Additional needs that were not prioritized, rationale, and summary from root cause analysis:

Deprioritized Need	Rationale	Root Cause Analysis
Need 4		
Need 5		
Need 6		

Part 2: Future State
What needs to be true by date to define this improvement work as successful?

What 3-5 goals would quantify this success?

1.	
2.	
3.	
4.	
5.	

Part 3: Plan to Achieve the Goals

Note: repeat this section for each goal.

Goal 1

Goal	
Milestone 1	
Milestone 2	
Milestone 3	
Alignment to District goals	
Strategy 1	
Strategy 2	
Strategy 3	

Strategy 1:

Note: repeat this section for every strategy aligned to a goal.

Criteria for Success:

Actions	Owners	Timeline	Resources Needed	Evidence of implementation

Capacity Building

	Development Required	Timeline for Development	Intended Impact of Development

Principal will know, believe, be able to do…			
Leadership team level will know, believe, be able to do…			
Teachers will know, believe, be able to do…			
If relevant, District leaders will know, believe, be able to do…			

How will this strategy implementation be measured?

How will progress be tracked?

Strategy 2:

Criteria for Success:

Actions	Owners	Timeline	Resources Needed	Evidence of implementation

Capacity Building

	Development Required	Timeline for Development	Intended Impact of Development
Principal will know, believe, be able to do…			
Leadership team level will know, believe, be able to do…			
Teachers will know, believe, be able to do…			
If relevant, District leaders will know, believe, be able to do…			

How will this strategy implementation be measured?

How will progress be tracked?

Goal 2

Goal	
Milestone 1	

Milestone 2	
Milestone 3	
Alignment to District goals	
Strategy 1	
Strategy 2	
Strategy 3	

Strategy 1:

Criteria for Success:

Actions	Owners	Timeline	Resources Needed	Evidence of implementation

Capacity Building

	Development Required	Timeline for Development	Intended Impact of Development
Principal will know, believe, be able to do…			
Leadership team level will know, believe, be able to do…			

Teachers will know, believe, be able to do…			
If relevant, District leaders will know, believe, be able to do…			

How will this strategy implementation be measured?

How will progress be tracked?

Strategy 2:

Criteria for Success:

Actions	Owners	Timeline	Resources Needed	Evidence of implementation

Capacity Building

	Development Required	Timeline for Development	Intended Impact of Development
Principal will know, believe, be able to do…			
Leadership team level will know, believe, be able to do…			
Teachers will know, believe, be able to do…			
If relevant, District leaders will know, believe, be able to do…			

How will this strategy implementation be measured?

How will progress be tracked?

Part 4: Stakeholder Engagement and Communication

	Staff	Students	Families
How will they provide input in the initial planning phase?			
How will they provide input throughout the improvement plan			

implementation work?			
How will they be updated throughout the improvement plan implementation work?			

SCHOOL IMPROVEMENT LEADERS

Leader Learning Plan

X Leader

Contents

Section 1: School Imprevement Plan Goals, July 2025- June 2026 2

Section 2: Relevent Background on Leader Development 2

Section 3: Leaders' Strengths and Opportunties for Growth 2

Section 4: Coaching Plan 3

Round 1 Plan: 3

Round 2 Plan: 3

Round 3 Plan: 3

Round 4 Plan: 4

PIVOT
SCHOOL IMPROVEMENT LEADERS

Section 1: School Imprevement Plan Goals, July 2025- June 2026

List any goals from the improvement plan that this leader is directly responsible for.

Goal 1	
Goal 2	
Goal 3	

Section 2: Relevent Background on Leader Development

Include anything that has already been established as a part of most recent leader evaluation and/or development plan if one exists.This includes specific details if leader is on a timeline for a certain level of readiness or improvement.

Section 3: Leaders' Strengths and Opportunties for Growth

- *Grounded in the 5 leadership competencies*
- *This should be thought about with the frame of "what level does the environment, and these specific goals, demand." Something could be relatively strong and still a key opporutnity for growth given the demands in the specific school envirment.*
- *Highlight highest priority opportunities for growth based on the school turnaround goals this leader is working on, leadership trajectory, and demands of environment.*

Coaching Round	Strengths	Opportunities for Growth
Round 1- July 2026- September 2025 Date:		
Round 2- October 2025- December 2025		

Date:		
Round 2- January 2026- March 2026 Date:		
Round 2- April 2026- June 2026 Date:		

Section 4: Coaching Plan

Round 1 Plan:

Domain/ Practice	Leader Development Goal	Timeline	Knowledge/ Skills/ Mindsets Needed	Key Experiences/ Applied Learning Needed to Reach Development Goal
			➢	➢
			➢	➢

Round 2 Plan:

Domain/ Practice	Leader Development Goal	Timeline	Knowledge/ Skills/ Mindsets Needed	Key Experiences/ Applied Learning Needed to Reach Development Goal
			➢	➢
			➢	➢

Round 3 Plan:

Domain/ Practice	Leader Development Goal	Timeline	Knowledge/ Skills/ Mindsets Needed	Key Experiences/ Applied Learning Needed to Reach Development Goal
			➢	➢
			➢	➢

Round 4 Plan:

Domain/ Practice	Leader Development Goal	Timeline	Knowledge/ Skills/ Mindsets Needed	Key Experiences/ Applied Learning Needed to Reach Development Goal
			➢	➢
			➢	➢

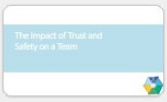
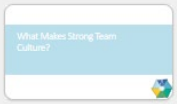
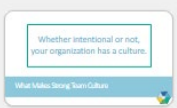
Introduction to Strategic Planning

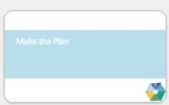
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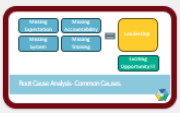
12:45-3:30

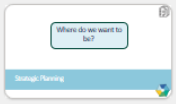
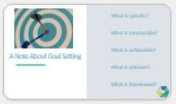
Agenda	Objectives
• The Impact of Trust and Safety on Teams • What Makes Strong Team Culture? • How to Shift Culture • Make the Plan • Closing	• Identify the key attributes of strong team culture • Examine actions we can take to make improvements on team culture - Strategically plan for the team culture we want to create in our schools

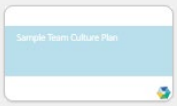
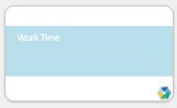
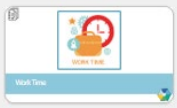
Slide	*Timestamp*	*Notes*
1  2  3  4 	12:45-12:47 2 minutes AG	Intro objectives, agenda, alignment - This is about people leadership and DEI because it is all about ensuring that all of our people, with their identities, strengths, areas for growth, traumas, etc. can bring their whole selves to school and be their best educator possible for our kids Framing note for APs - There will be times in this session where it makes the most sense to operate with a schoolwide lens and then times where it may be most helpful to think specifically about the team you manage and the culture within that team. Either mindset/ lens is ok.

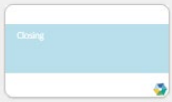
5  6  7  8  9  10  11 	12:47-1:08 21 total minutes EM	We are going to start by watching a video of Simon Sinek. You have space in your handout to take notes. Afterwards we will have a brief discussion. https://youtu.be/P8ojeO9za84 watch 00:00-4:40 and 7:22-9:00 4 minutes on each question - Have you ever known a "Noah" in your own experience? Which version did you know, and what made them that way? - What is the benefit of people feeling comfortable enough to surface their mistakes proactively? - Is this true? - *"If you do not have trusting teams, what you do have is a group of people who show up to work every single day— lying, hiding, and faking.* 2 minutes to make a connection to the big idea that this work is the leaders job. We know that people quit bosses and not jobs. This research makes that especially clear in our work. And here is a quote from Dr. Jason's Grissom's recent work How Principals Affect Students and Schools • read the quote out loud
12  13  	1:08-1:12 4 minutes EM	Now let's talk about what actually makes a culture strong. Have a volunteer read this statement aloud. Here from 3-4 people about what it means to them. Stamp the idea that leaders must be intentional about what culture they want to build. We have to do this work on purpose with a plan.
14 	1:12-1:21 9 minutes EM	Let's dig into a resource that gives some clear guidance on what makes for a strong team culture. Pull our your resource that says Team Culture Criteria for Success and your reflection questions on the handout. Take 5 minutes to read through the document and answer the 3 reflection questions: - What stands out to you?

		- Is there anything you know but often forget? - Is there anything you think is missing? Take 3 minutes to surface interest reflections on the CFS doc
15 	1:21-1:27 6 minutes EM	Now in the spirit of what makes a strong team culture, take 3 minutes and write down five words or phrases that you want to describe your teams' culture this coming year. Have 5 people read their words/ phrases aloud.
16  17  18 	1:27-141 14 minutes EM	Now let's start shifting to the actions we need to drive the types of cultures we want to build. We are going to read an article about shifting culture in a company. Find your article titled Changing Company Culture Requires a Movement Not a Mandate. Feel free to take notes right in the margins. We'll take 8 minutes to read and then discuss. A bit of context: this is that last section and not the full article. Dr. Reddy's is a pharmaceutical company and Prasad is the CEO of that company. They use them for some examples of the actions they are discussing. When 8 minutes are up, ask what people's takeaways were. Facilitate a whole group discussion for 5 minutes. Stamp the five key actions from the article. Note that we are using some more typical education related language to name the actions that we discussed in the article.
19  20 	1:41-1:42 1 minute AG	And the way we ensure we do all of those things is that we make a plan. Each of those 5 key actions for how to change culture could be a driver in your plan. So let's get into the work of actually planning We are going to go through the strategic planning process that we went through earlier this morning. This time, we will anchor on a sample team culture plan and we will talk through a few of the components in more depth. You'll want to follow along on pager 3 of your handout where we have the team culture strategic plan model.

21  22 	1:42-1:43 1 minute AG	Our first section is where are we now. I want to go through a couple key ideas to ensure everyone understands what makes this process effective. The current state should be grounded in data. These are common pieces of data used to understand team culture. It's also helpful if there is a relative measure… our data says X compared to district data which says Y
23 	1:43-1:45 2 minutes AG	Look at the sample plan and read the current state. What do you notice?
24  25 	1:45-1:49 4 minutes AG	Now let's move onto root cause analysis. This is where we are going to determine some of the root causes for our current state. To do this we use the 5 whys approach, which means we ask ourselves why and then repeat that question 5 times to get to the actual root of the issue. Let's do 2 examples together. Walk through the two slides, each box is animated. Emphasize that we are asking why as a follow up to whatever answer we gave. Why were we late for work -> did have time to drop son -> why didn't we have time to drop son -> did not wake up early -> why didn't wake up early, etc.
26  27  28 	1:49-1:57 8 minutes AG	I want to call attention to some very common root causes. (animated) - Missing expectations - Missing systems - Missing accountability - Missing training What do all of these things go back to? Leadership. It's real, it's almost always us at the root cause in some way. AND it should be because that means we have control over the situation. This is exciting, because when the problem is us, we can fix it. A quick little video to remind us of this reality. Watch until 1m25 seconds of the video. Everything is our fault… and it should be. Personal responsibility, ownership over outcomes, ultimately we are responsible for the way our teams and schools function. And again, it's exciting because when it's on us, we can actually do something about it.

		OK. Take a minute to read through the root cause analysis on the sample plan. Note that they arrow is where they are asking "why." What do you notice?
29  30 ★ 	1:57-1:59 2 minutes AG	Let's move on to where do we want to be? As you are working on your vision for team culture, remember the things we talked about yesterday when we were deep in the weeds of school identity. Alignment here will be important. DO you have a district or CMO mission or vision that you want to align with? What about your school mission, vision, and values? This can be a great place to start to ensure alignment. Other things to consider here are leader non-negotiables, are there a few things that just REALLY care about and need to include? And finally, your team input. A note about this. The best to do this type of visioning work is on your own, then with admin/ LT, then with whole team. P's facilitate the sessions such that everyone has input, but you also know what you are driving towards, where you are willing to bend and where you are not.
31 	1:59-2:01 2 minutes AG	Now let's talk about goals. Make sure you are thinking about SMART goal practices as you set goals and benchmarks. Specific- it's clear what you care about. Measurable- you have a way to measure it. Achievable- they are realistic based on your current resources. Relevant- connected to your larger big picture work. Timebound- have a clear point in time when it will be measured.
32 	2:01-2:04 3 minutes AG	OK let's read through the Where do we want to be section of the sample plan. What do you notice?
34 ★ 	2:04-2:08 4 minutes AG	Now let's get into how can we get there. I want to take you through a couple resources you have access to, to help you think about your drivers, those big buckets of work, the actions, the smaller things within each larger bucket, and owners. Animated

		The first resource we looked at is the Team Culture CFS doc. This list things that could be drivers. Same with our 5 key takeaways from the article we read. These are all big buckets of work that would drive improvements in team culture. The final resource is the one pager called A Resource for Building Team Culture. This will give you some idea for actions- smaller things within each larger bucket that would align to improving relationships and trust. Take 2 minutes to review that document now.
35 	2:08-2:14 6 minutes AG	OK let's read through the How do we get there section of the sample plan. What do you notice?
36  37 	2:14-2:21 8 minutes AG	Now we are going to take about 3 minutes to review the sample plan in its entirety. As you are reading think about what strengths you see and what opportunities you see. Note that pages 6 -8 are an example of what a final formatting that you print for the whole team could look like. Have people share out at tables for 3 minutes and then name 3-4 interesting things you heard.
38  39 	2:21-3:21 1 hour AG	OK now it's time for you to dive in and work on your own team culture strategic plan for the next hour. The template is in your handout and we will email out a soft copy so you have it if you want to work on your computers. Work on whatever plan make the most sense given your role and current ownership level. APs and SLs can work together if both here. APs can work on team level plans if working on school level plan does not make sense. Both are valuable. Facilitators have zones/ assigned people to check in on.

40  41  42 	AG	Bring the group together. Name 2-3 success from the work time. Have people reflect on these three questions and here from 5-6 people.

Team Culture Strategic Planning



Summer Prep 2024

Objectives:

- Identify the key attributes of strong team culture
- Examine actions we can take to make improvements on team culture
- Strategically plan for the team culture we want to create in our schools

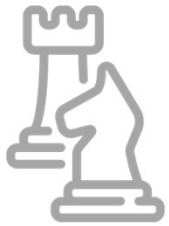


Agenda

- The Impact of Trust and Safety on Teams
- What Makes Strong Team Culture?
- How to Shift Culture
- Make the Plan
- Closing



Alignment



Strategic Planning



People Leadership
Diversity, Equity, & Inclusion

The Impact of Trust and Safety on a Team




THE HIDDEN COST OF LOW
TRUST
IN TEAMS

Foundation of Culture: Trust

Discussion Question 1:

Have you ever known a “Noah” in your own experience? Which version did you know, and what made them that way?

Foundation of Culture: Trust

Discussion Question 2:

What is the benefit of people feeling comfortable enough to surface their mistakes proactively?



Foundation of Culture: Trust

Discussion Question 3:
Is this true?

"If you do not have trusting teams, what you do have is a group of people who show up to work every single day—lying, hiding, and faking."

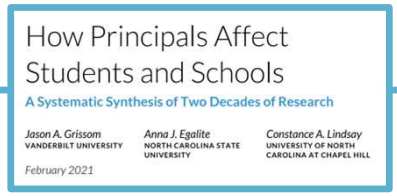




Teachers regularly name principal support as one of the most important factors in their decisions to stay or leave a school (Podolsky et al., 2016)

Principals Impact Retention

Principals' relationships with teachers and their ability to build trust are important for teacher retention (Guin 2004)… it is even more beneficial for decreasing turnover among the strongest teachers. Indeed, high-growth schools are better at retaining high-performing teachers (Loeb, Kalogrides, and Béteille 2012). When schools lose effective teachers, student achievement is negatively affected (Kraft 2015).


How Principals Affect Students and Schools

A Systematic Synthesis of Two Decades of Research

Jason A. Grissom, Vanderbilt University; Anna J. Egalite, North Carolina State University; Constance A. Lindsay, University of North Carolina at Chapel Hill

February 2021

Principals Impact Retention

What Makes Strong Team Culture?



Whether intentional or not, your organization has a culture.

What Makes Strong Team Culture



PIVOT
SCHOOL IMPROVEMENT LEADERS

Team Culture Criteria for Success

1. Leaders believe in their people.
2. Leaders have a vision for team culture that aligns to the mission and vision for their school.
    - Have a vision, ideally co-created with the team.
    - Have concrete ways to define and measure that vision in action including what is looks, sounds, and feels like across various situations.
    - Strategies to measure the vision should include the team's voice.
3. Leaders have a plan and execute against it.
    - Actually do the progress monitoring and use the data to plan and support improvements.
    - Communicate improvements in an inspiring way and follow through on commitments.

What Makes Strong Team Culture



Write down five words or phrases that you want to describe your teams' culture.

What Makes Strong Team Culture



How to Shift Culture?



Changing Company Culture Requires a Movement, Not a Mandate

by Bryan Walker and Sarah A. Soule

June 20, 2017



Changing Company Culture Requires a Movement, Not a Mandate

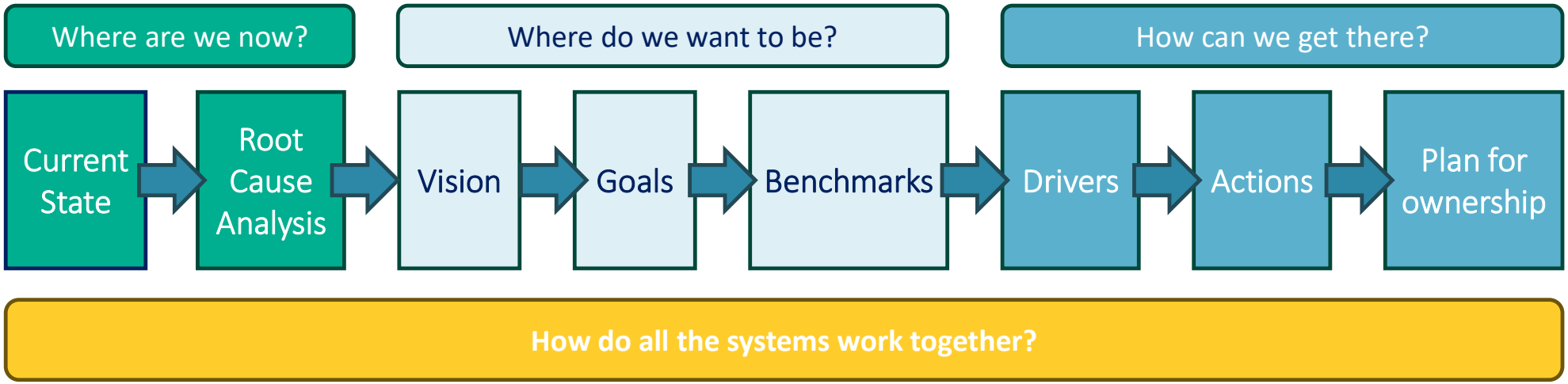
by Bryan Walker and Sarah A. Soule

June 20, 2017



Key Takeaways

1. Framing/ stories
2. Find and name wins/ celebrate the progress
3. Power of networks/ coalitions
4. Pilots (safe havens)
5. Symbols/ artifacts

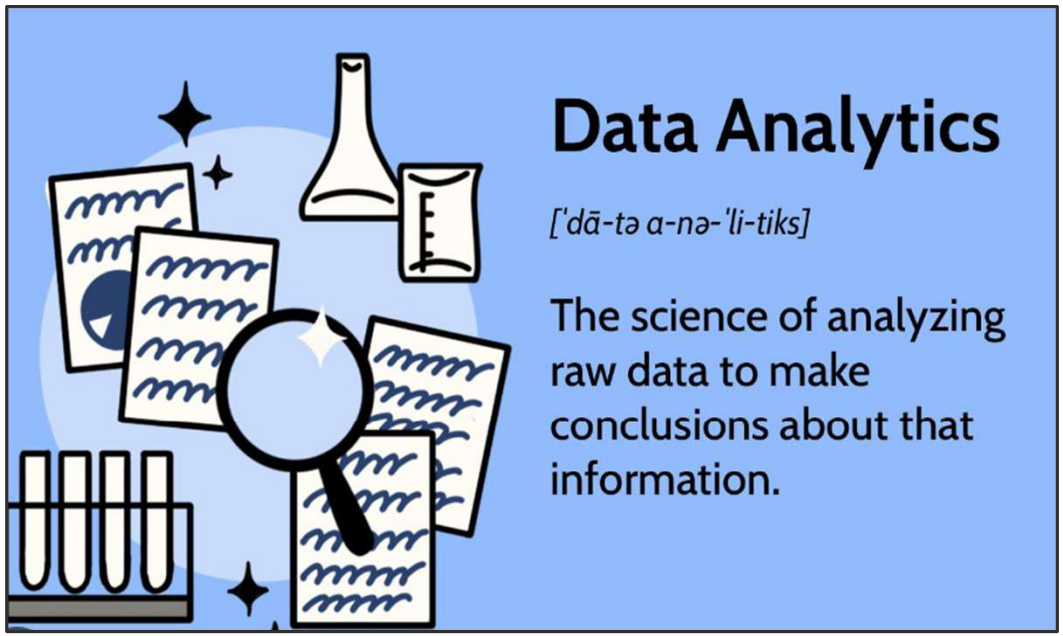


Strategic Planning

Make the Plan

Where are we now?

Strategic Planning



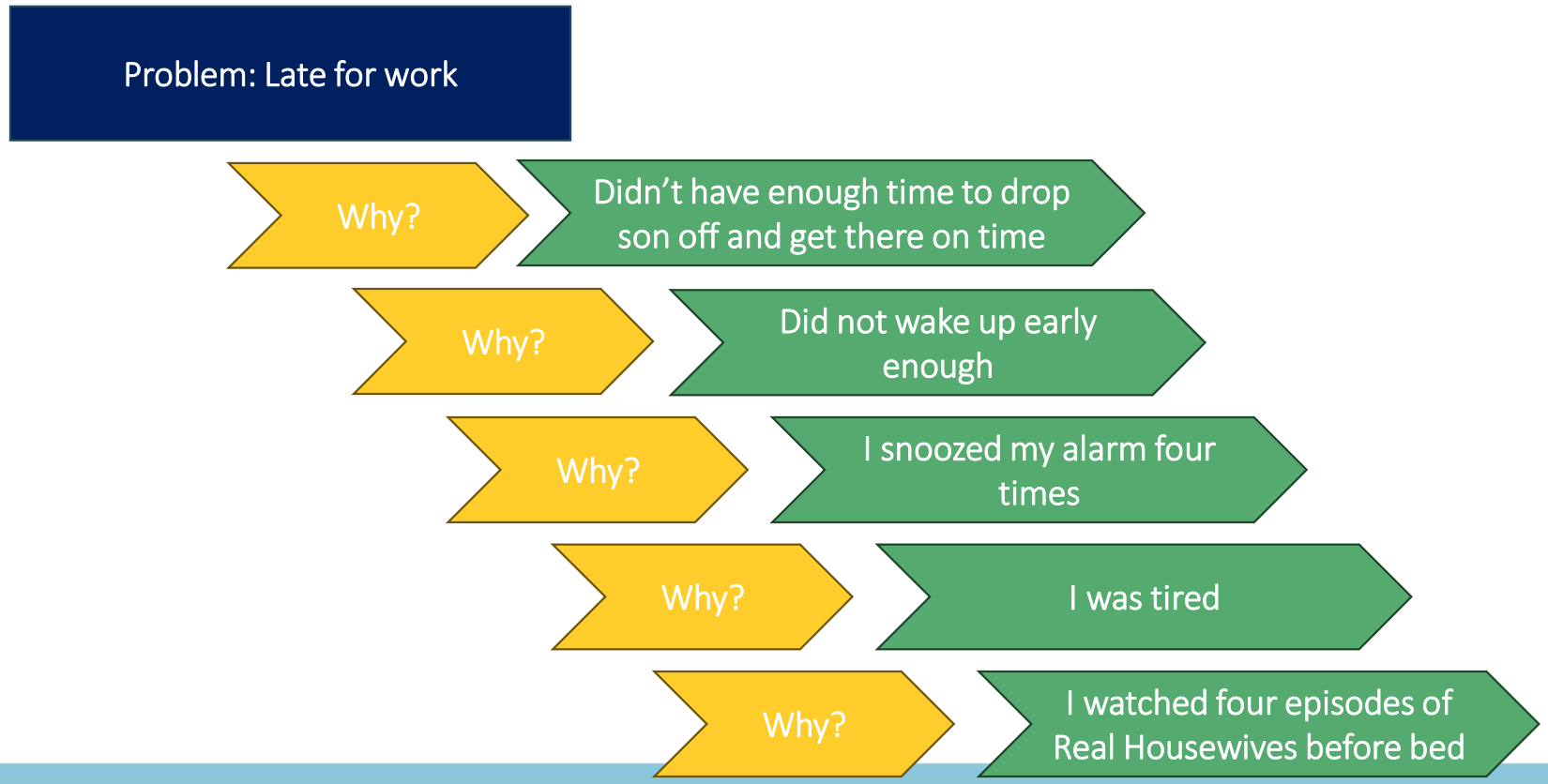
- Teacher Retention
- Internal Surveys
- TN Educator Survey
- One on ones
- Insight Survey
- Teacher attendance data
- Other qualitative data

Current State

Where are we now?

Current State	Teacher retention is 72%, lower than the state average of 92%. On the insight survey, peer culture and observation feedback are the two lowest domains, lower than the district average and lower than the national average. Anecdotal evidence from teachers suggests that there is low trust among teams or between teachers and leadership team.

Current State



Root Cause Analysis- 5 Whys

Root Cause Analysis- 5 Whys

Problem: Family Newsletter didn't go out on time

Why? → Updates were not in on time

Why? → Secretary was still working on them

Why? → She didn't know the procedures

Why? → She was not trained on it

Why? → Principal doesn't have a system to train her

Root Cause: principal onboarding systems for secretary



Missing Expectation

Missing Accountability

Missing System

Missing Training

=

Leadership

Exciting Opportunity!!!

Root Cause Analysis- Common Causes





Root Cause Analysis

Where are we now?

Root Cause Analysis	RCA #1 Teachers are not getting consistent support from admin -> we do not have a clear structure for which administrators are responsible for supporting which teacher and what exactly that support should look like -> we did not prioritize this last year -> we were very focused on implementing HQIM with fidelity because we knew it was a lever for student learning and missed that consistent teacher support is a huge lever for effective implementation too RCA #2 Teachers are not getting consistent support from each other; they do not show ownership over their teams' impact -> we have not talked about this with them, we haven't defined what it means, or thought about how to make it happen -> we did not view this as a lever for improvement

Strategic Planning

Where do we want to be?

District mission and vision

Leader non-negotiables

School mission, vision, values

Team input

Vision Statement



A Note About Goal Setting

What is specific?

What is measurable?

What is achievable?

What is relevant?

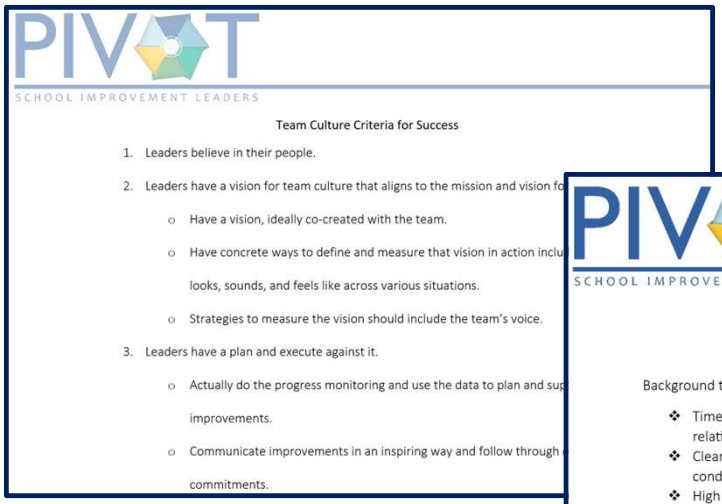
What is timebound?

Where do we want to be?

Vision	We will have a collaborative, committed, optimistic, honest team that feels connected to our work and each other.
Goals	By August of next year, 85% of people invited to return choose to stay. In both fall and spring administration of insight survey, peer culture and observation feedback scores will improve at least half of a point to 4.7 and 5.1 respectively.
Benchmarks	Admin will do an internal team survey after summer PD wraps, at the end of August, end of Q1, end of Q2, end of Q3, end of year. The survey will be anonymous and will include the following items: • I feel connected to my teammates. • I want to collaborate with my teammates. • I am committed to our mission. • I can be honest with my teammates. • I know how we define great teaching at my school. • I am getting weekly feedback on my coaching. • The coaching I am getting is useful.

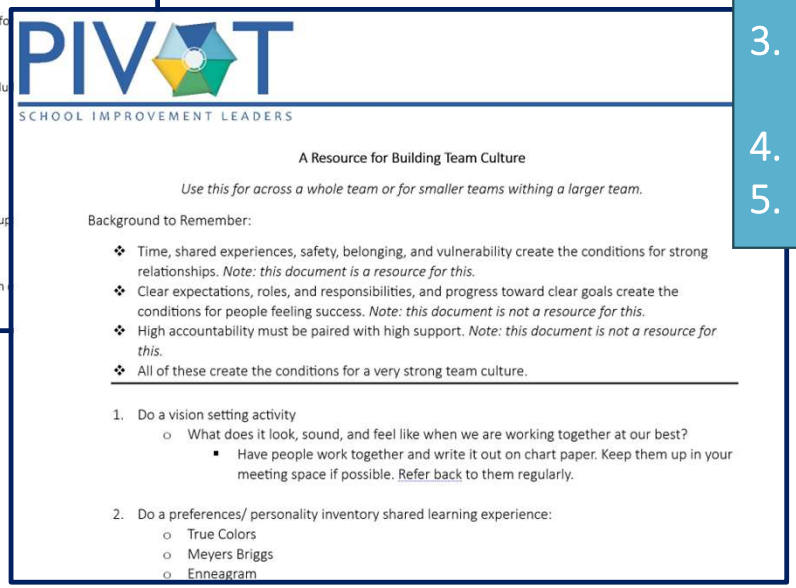
Strategic Planning

How can we get there?


PIVOT
SCHOOL IMPROVEMENT LEADERS

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     commitments.


PIVOT
SCHOOL IMPROVEMENT LEADERS

A Resource for Building Team Culture

Use this for across a whole team or for smaller teams withing a larger team.

Background to Remember:

- Time, shared experiences, safety, belonging, and vulnerability create the conditions for strong relationships. *Note: this document is a resource for this.*
- Clear expectations, roles, and responsibilities, and progress toward clear goals create the conditions for people feeling success. *Note: this document is not a resource for this.*
- High accountability must be paired with high support. *Note: this document is not a resource for this.*
- All of these create the conditions for a very strong team culture.

1. Do a vision setting activity
   - What does it look, sound, and feel like when we are working together at our best?
     - Have people work together and write it out on chart paper. Keep them up in your meeting space if possible. Refer back to them regularly.

2. Do a preferences/ personality inventory shared learning experience:
   - True Colors
   - Meyers Briggs
   - Enneagram

1. Framing/ stories
2. Find and name wins/ celebrate the progress
3. Power of networks/ coalitions
4. Pilots (safe havens)
5. Symbols/ artifacts

Drivers and Actions

How can we get there?



Drivers	Actions	Plan for Ownership
Defining our culture collaboratively and investing everyone in the ownership.	Whole group PD session where we build knowledge around culture, define what we want as a team, draft artifacts to document what we want. Having everyone commit to the agreed upon vision by signing a document that says they commit and explaining why they choose to commit. Posting these in the teacher work room. Team culture vision will be on the top of all agendas for whole staff and grade team meetings. Once a month we will reflect on it and discuss what is going well and what we could do better as a team.	Principal Principal and secretary Grade level leads

Strategic Planning



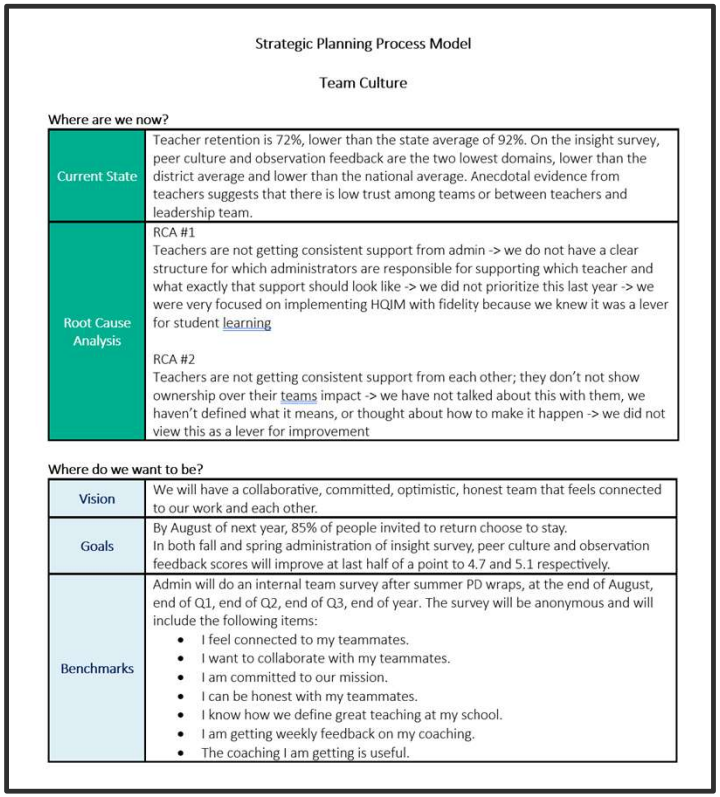
Sample Team Culture Plan



Generally, what do you notice?

What strengths do you see?

What opportunities do you see?



Strategic Planning Process Model

Team Culture

Where are we now?

Current State	Teacher retention is 72%, lower than the state average of 92%. On the insight survey, peer culture and observation feedback are the two lowest domains, lower than the district average and lower than the national average. Anecdotal evidence from teachers suggests that there is low trust among teams or between teachers and leadership team.
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Vision	We will have a collaborative, committed, optimistic, honest team that feels connected to our work and each other.
Goals	By August of next year, 85% of people invited to return choose to stay. In both fall and spring administration of insight survey, peer culture and observation feedback scores will improve at last half of a point to 4.7 and 5.1 respectively.
Benchmarks	Admin will do an internal team survey after summer PD wraps, at the end of August, end of Q1, end of Q2, end of Q3, end of year. The survey will be anonymous and will include the following items: • I feel connected to my teammates. • I want to collaborate with my teammates. • I am committed to our mission. • I can be honest with my teammates. • I know how we define great teaching at my school. • I am getting weekly feedback on my coaching. • The coaching I am getting is useful.

Sample Plan

Work Time





Work Time 2:35-3:20

Closing



What was most challenging for you in this process?

What excites you about this process?

What is your next step in this process?

Closing Share


Thank you!

PIVOT
SCHOOL IMPROVEMENT LEADERS

Team Culture Strategic Planning

6/25/24

12:45-3:30

Agenda	Objectives
• The Impact of Trust and Safety on Teams • What Makes Strong Team Culture? • How to Shift Culture • Make the Plan • Closing	• Identify the key attributes of strong team culture • Examine actions we can take to make improvements on team culture • Strategically plan for the team culture we want to create in our schools

The Impact of Trust and Safety on a Team

Notes from "The Hidden Cost of Low Trust in Teams"

What Makes Strong Team Culture?

Examine *Team Culture Criteria for Success*.

What stands out most to you?	
What do you know but often forget?	
Is there anything you think is missing?	

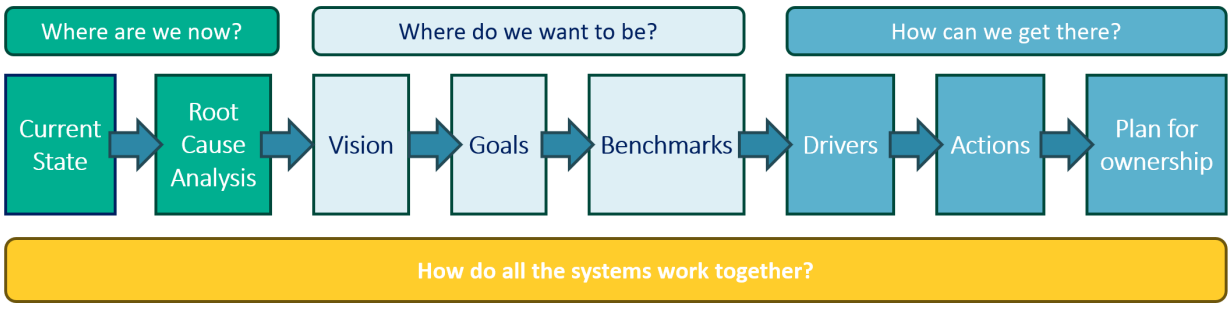
Write down five words or phrases that you want to describe your teams' culture.

How to Shift Culture

Five Key Takeaways

1.	
2.	
3.	
4.	
5.	

Strategic Planning Process



Strategic Planning Process Model

Team Culture

Where are we now?

Current State	Teacher retention is 72%, lower than the state average of 92%. On the insight survey, peer culture and observation feedback are the two lowest domains, lower than the district average and lower than the national average. Anecdotal evidence from teachers suggests that there is low trust among teams or between teachers and leadership team.
Root Cause Analysis	RCA #1 Teachers are not getting consistent support from admin -> we do not have a clear structure for which administrators are responsible for supporting which teacher and what exactly that support should look like -> we did not prioritize this last year -> we were very focused on implementing HQIM with fidelity because we knew it was a lever for student learning and missed that consistent teacher support is a huge lever for effective implementation too RCA #2 Teachers are not getting consistent support from each other; they do not show ownership over their teams' impact -> we have not talked about this with them, we haven't defined what it means, or thought about how to make it happen -> we did not view this as a lever for improvement

Where do we want to be?

Vision	We will have a collaborative, committed, optimistic, honest team that feels connected to our work and each other.
Goals	By August of next year, 85% of people invited to return choose to stay. In both fall and spring administration of insight survey, peer culture and observation feedback scores will improve at least half of a point to 4.7 and 5.1 respectively.
Benchmarks	Admin will do an internal team survey after summer PD wraps, at the end of August, end of Q1, end of Q2, end of Q3, end of year. The survey will be anonymous and will include the following items: • I feel connected to my teammates. • I want to collaborate with my teammates. • I am committed to our mission. • I can be honest with my teammates. • I know how we define great teaching at my school. • I am getting weekly feedback on my coaching. • The coaching I am getting is useful.

How can we get there?

Drivers	Actions	Plan for Ownership
Defining our culture collaboratively and investing everyone in the ownership.	Whole group PD session where we build knowledge around culture, define what we want as a team, draft artifacts to document what we want. Having everyone commit to the agreed upon vision by signing a document that says they commit and explaining why they choose to commit. Posting these in the teacher work room. Team culture vision will be on the top of all agendas for whole staff and grade team meetings. Once a month we will reflect on it and discuss what is going well and what we could do better as a team.	Principal Principal and secretary Grade level leads
Shared whole team experiences that intentionally build culture.	Whole group PD session where everyone shares their "why" or their story to root ourselves in our shared purpose for our work. Three group activities throughout the year that build team in a fun way off campus. Gratitude or shoutout circles during staff meetings. Top ten list during every whole staff meeting where principal names the 10 most amazing things that have happened in the school since last meeting and uses it to publicly celebrate teachers.	Principal Assistant principal Principal Principal
Shared sub team (grade, content, etc.) experiences that intentionally build culture.	Team builder during weekly grade team meeting. Team culture vision will be on the top of all agendas for whole staff and grade team meetings. Once a month we will reflect on it and discuss what is going well and what we could do better as a team. Grade teams celebrate each other's birthdays and life events.	Grade team leads, note that admin who oversees each grade level needs to attend twice per month to ensure they are viewed as connected to team and to monitor that culture work is happening.
Clear paths to communication and connection	Clear communicated expectations (both to admin and to teachers) about frequence of check ins with administration- every	Principal and admin team- principal must

with administration.	teacher will get two one on ones/ month with designated administrator. Clear expectations for morning and afternoon check in routines between administration and teachers- talking with everyone and opening the door for more in depth conversation is needed. Principal does a one on one check in with every staff member once in the fall and once in the spring.	monitor consistent execution. Principal
Clear expectations for admin team with observation and feedback and accountability for follow through.	Clear vision for excellent teaching is communicated during summer PD. Team spends time understanding vision, internalizing and buying into vision. Every teacher knows who their "coach" is and on what frequency that will get coaching. Every administrator knows who is on their coaching caseload and knows the frequency that they must coach. Coaching commitments are only rarely canceled (happen 90% of the time). Coaches are building skillset toward effective coaching. Principal is coaching them on this. Celebrate excellent teacher and the journey of growing in our practice through weekly staff email celebration shares and short clips of teachers doing great things.	Principal Principal owns the structure, admin team executes the plan Principal Principal

Strategic Plan, Final, Model

Note: this is the version to share with the whole team

Team Culture

Vision Statement

We will have a collaborative, committed, optimistic, honest team that feels connected to our work and each other.

Our Goals

1. By August of next year, 85% of people invited to return chose to stay.
2. In both fall and spring administration of insight survey, peer culture and observation feedback scores will improve at last half of a point to 4.7 and 5.1 respectively.

Benchmarks

We will know where we stand in relation to these goals through a regular internal team survey that is short but will provide real time information that we can use to make adjustments to our plan along the way.

Admin will do an internal team survey after summer PD wraps, at the end of August, end of Q1, end of Q2, end of Q3, end of year. The survey will be anonymous and will include the following items:

- I feel connected to my teammates.
- I want to collaborate with my teammates.
- I am committed to our mission.
- I can be honest with my teammates.
- I know how we define great teaching at my school.
- I am getting weekly feedback on my coaching.
- The coaching I am getting is useful.

Action Plan

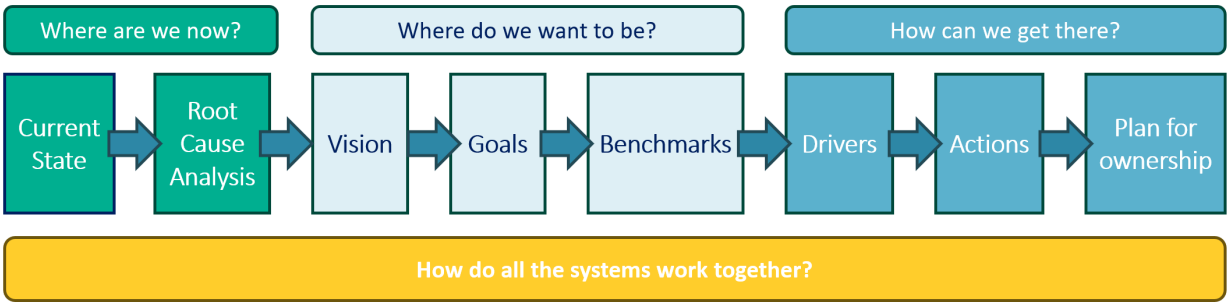
We will achieve these outcomes through the following work:

Drivers	Actions	Plan for Ownership
Defining our culture collaboratively and investing everyone in the ownership.	Whole group PD session where we build knowledge around culture, define what we want as a team, draft artifacts to document what we want. Having everyone commit to the agreed upon vision by signing a document that says they commit and explaining why they choose to commit. Posting these in the teacher work room.	Principal Principal and secretary

	Team culture vision will be on the top of all agendas for whole staff and grade team meetings. Once a month we will reflect on it and discuss what is going well and what we could do better as a team.	Grade level leads
Shared whole team experiences that intentionally build culture.	Whole group PD session where everyone shares their "why" or their story to root ourselves in our shared purpose for our work. Three group activities throughout the year that build team in a fun way off campus. Gratitude or shoutout circles during staff meetings. Top ten list during every whole staff meeting where principal names the 10 most amazing things that have happened in the school since last meeting and uses it to publicly celebrate teachers.	Principal Assistant principal Principal Principal
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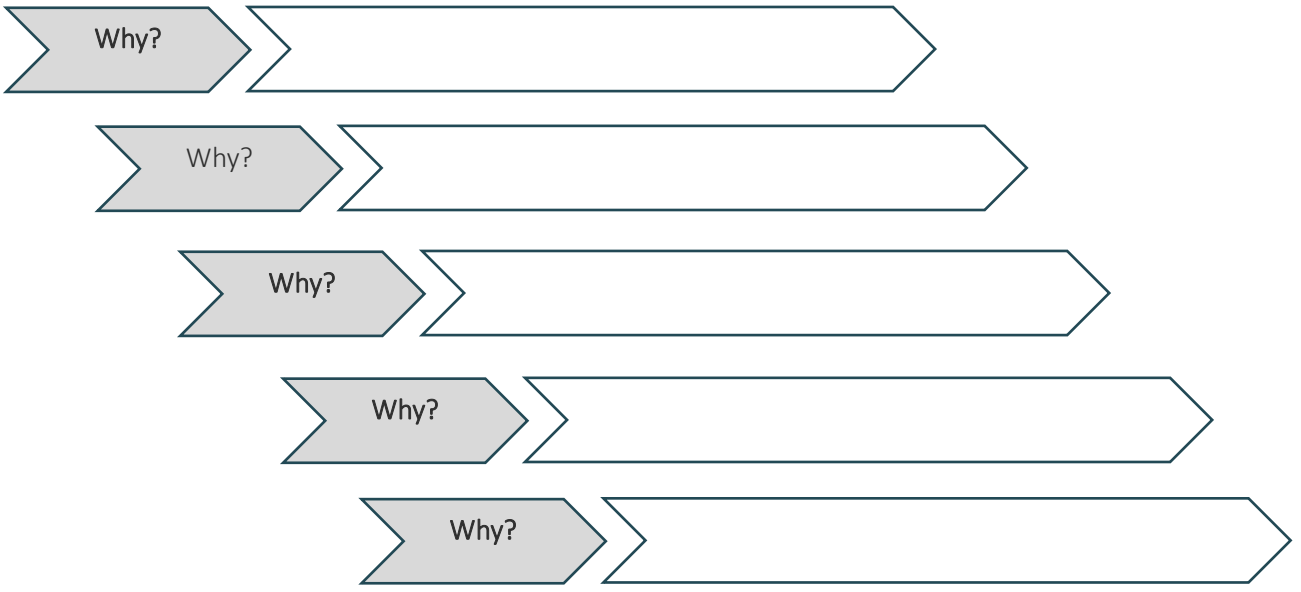
Strategic Planning Process



Planning Template

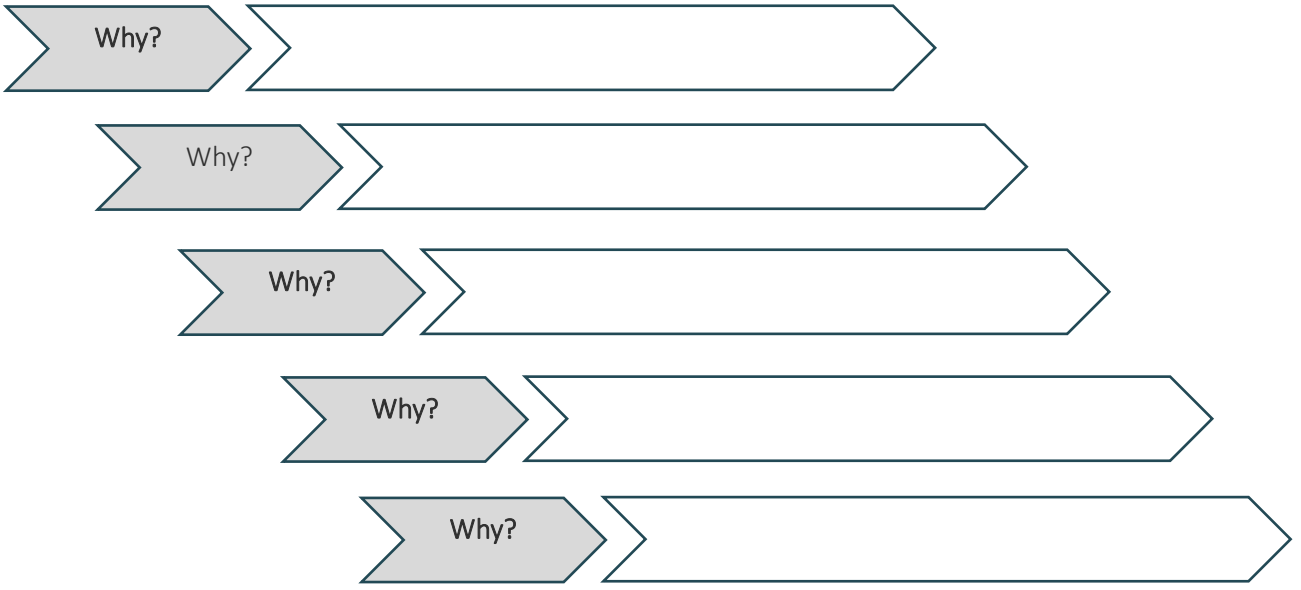
Where are we now?

Current State	
Root Cause Analysis	



Root Cause:

Root Cause Analysis	



Root Cause:

Where do we want to be?

Vision	
Goals	
Benchmarks	

How can we get there?

Drivers	Actions	Plan for Ownership

Team Culture Criteria for Success

1. Leaders believe in their people.
2. Leaders have a vision for team culture that aligns to the mission and vision for their school.
    - Have a vision, ideally co-created with the team.
    - Have concrete ways to define and measure that vision in action including what is looks, sounds, and feels like across various situations.
    - Strategies to measure the vision should include the team's voice.
3. Leaders have a plan and execute against it.
    - Actually do the progress monitoring and use the data to plan and support improvements.
    - Communicate improvements in an inspiring way and follow through on commitments.
    - Dedicate time to actively building and maintain relationships with, between, and among the team.
4. Every person on the team has clear
    - Roles and responsibilities
    - Expectations for how
    - Clear goals
    - A way to see their successes
5. Everyone has a peer who is "their person" and everyone has a leader who is their "person." Generally, there are strong relationships across the team.
6. High accountability for outcomes paired with high support to grow.



A Resource for Building Team Culture

Use this for across a whole team or for smaller teams withing a larger team.

Background to Remember:

- Time, shared experiences, safety, belonging, and vulnerability create the conditions for strong relationships. *Note: this document is a resource for this.*
- Clear expectations, roles, and responsibilities, and progress toward clear goals create the conditions for people feeling success. *Note: this document is not a resource for this.*
- High accountability must be paired with high support. *Note: this document is not a resource for this.*
- All of these create the conditions for a very strong team culture.

---

1. Do a vision setting activity
    - What does it look, sound, and feel like when we are working together at our best?
        - Have people work together and write it out on chart paper. Keep them up in your meeting space if possible. Refer back to them regularly.

2. Do a preferences/ personality inventory shared learning experience:
    - True Colors
    - Meyers Briggs
    - Enneagram
    - Strengths finder
    - Etc.

3. Co-create norms
    - Anchor on them at the beginning of each meeting
    - Give shout outs grounded in them at the end of each meeting

4. Save 10 minutes in regular meetings to do a share
    - Have team members rotate who has to generate the share question. They can be fun/ surface level or deeper personal topics.

5. Save 10 minutes in regular meetings to do gratitude
    - Whip around the circle and everyone shares what they are grateful for today (personal or professional)
    - Whip around the circle and have everyone share a gratitude directed towards someone else in the room

6. Make time for some “mandatory fun”
    - Do a bonding activity outside of school

        - Escape room
        - Hiking
        - Scavenger hunt
        - Dinner together

7. Play games
    - Make fun games out of the normal work
        - How many pieces of positive feedback can we give the team today?
            - Hit a goal and celebrate… get to 100 pieces of positive feedback and get everyone coffee
        - Need to get referrals down: set a target and chase it together, tracking in meetings and celebrating along the way. Make a big celebration when you achieve it.
    - Play actual games that build team like catchphrase, taboo, heads up, just one, etc.

8. Make an award that gets passed from teammate to teammate
    - Leader gives it to someone for doing an exceptional job with a leadership team norm or expectation, then that person passes it to someone else and so on. The award changes hands each week.



Changing Company Culture Requires a Movement, Not a Mandate

by Bryan Walker and Sarah A. Soule

June 20, 2017

Summary. Culture is like the wind. It is invisible, yet its effect can be seen and felt. When it is blowing in your direction it makes for smooth sailing. When it is blowing against you, everything is more difficult. For organizations seeking to become more adaptive and innovative, culture change is often the most challenging part of the transformation. But culture change can't be achieved through top-down mandate. It lives in the collective hearts and habits of people and their shared perception of "how things are done around here." Culture change needs to happen through a movement, not a mandate. To create a movement in your organization, start by framing the issue in terms that stir emotion and incite action; then mobilize more supporters by demonstrating quick wins. Broadcast these wins to an even wider audience by leveraging employees' social networks, and using symbolism and pockets of innovation to keep momentum going. It's important to start with actions, not new mission statements or company structures, because culture change only happens when people *take action*. Show people the change you want to see. **close**

What Does a Movement Look Like?

To draw parallels between the journey of Dr. Reddy's and a movement, we need to better understand movements.

We often think of movements as starting with a call to action. But movement research suggests that they actually start with emotion — a diffuse dissatisfaction with the status quo and a broad sense that the current institutions and power structures of the society will not address the problem. This brewing discontent turns into a movement when a voice arises that provides a positive vision and a path forward that's within the power of the crowd.

What's more, social movements typically start small. They begin with a group of passionate enthusiasts who deliver a few modest wins. While these wins are small, they're powerful in demonstrating efficacy to nonparticipants, and they help the movement gain steam. The movement really gathers force and scale once this group successfully co-opts existing networks and influencers. Eventually, in successful movements, leaders leverage their momentum and influence to institutionalize the change in the formal power structures and rules of society.

Practices for Leading a Cultural Movement

Leaders should not be too quick or simplistic in their translation of social movement dynamics into change management plans. That said, leaders can learn a lot from the practices of skillful movement makers.



Frame the issue. Successful leaders of movements are often masters of framing situations in terms that stir emotion and incite action. Framing can also apply social pressure to conform. For example, "Secondhand smoking kills. So shame on you for smoking around others."

In terms of organizational culture change, simply explaining the need for change won't cut it. Creating a sense of urgency is helpful, but can be short-lived. To harness people's full, lasting commitment, they must feel a deep desire, and even responsibility, to change. A leader can do this by framing change within the organization's purpose — the "why we exist" question. A good organizational purpose calls for the pursuit of greatness in service of others. It asks employees to be driven by more than personal gain. It gives meaning to work, conjures individual emotion, and incites collective action. Prasad framed Dr. Reddy's transformation as the pursuit of "good health can't wait."

Demonstrate quick wins. Movement makers are very good at recognizing the power of celebrating small wins. Research has shown that demonstrating efficacy is one way that movements bring in people who are sympathetic but not yet mobilized to join.

When it comes to organizational culture change, leaders too often fall into the trap of declaring the culture shifts they hope to see. Instead, they need to spotlight *examples of actions* they hope to see more of within the culture. Sometimes, these examples already exist within the culture, but at a limited scale. Other times, they need to be created. When Prasad and his leadership team launched projects across key divisions, those projects served to demonstrate the efficacy of a nimble, innovative, and customer-centered way of working and of how pursuit of purpose could deliver outcomes the business cared about. Once these projects were far enough along, the Dr. Reddy's leadership used them to help communicate their purpose and culture change ambitions.

Harness networks. Effective movement makers are extremely good at building coalitions, bridging disparate groups to form a larger and more diverse network that shares a common purpose. And effective movement makers know how to activate existing networks for their purposes. This was the case with the leaders of the 1960s civil rights movement, who recruited members through the strong community ties formed in churches. But recruiting new members to a cause is not the only way that movement makers leverage social networks. They also use social networks to spread ideas and broadcast their wins.

Leadership at Dr. Reddy's did not hide in a back room and come up with their purpose. Over the course of several months, people from across the organization were engaged in the process. The approach was built on the belief that people are more apt to support what they have a stake in creating. And during the organization-wide launch event, Prasad invited all employees to make the purpose their own by defining how they personally would help deliver "good health can't wait."

Create safe havens. Movement makers are experts at creating or identifying spaces within which movement members can craft strategy and discuss tactics. Such spaces have included beauty shops in the Southern U.S. during the civil rights movement, Quaker work camps in the 1960s and 1970s, the Seneca Women's Encampment of the 1980s and early 1990s. These are spaces where the rules of engagement and behaviors of activists are different from those of the dominant culture. They're microcosms of what the movement hopes will become the future.



The dominant culture and structure of today's organizations are perfectly designed to produce their current behaviors and outcomes, regardless of whether those outcomes are the ones you want. If your hope is for individuals to act differently, it helps to change their surrounding conditions to be more supportive of the new behaviors, particularly when they are antithetical to the dominant culture. Outposts and labs are often built as new environments that serve as a microcosm for change. Dr. Reddy's established two innovation labs to explore the future of medicine and create a space where it's easier for people to embrace new beliefs and perform new behaviors.

Embrace symbols. Movement makers are experts at constructing and deploying symbols and costumes that simultaneously create a feeling of solidarity and demarcate who they are and what they stand for to the outside world. Symbols and costumes of solidarity help define the boundary between "us" and "them" for movements. These symbols can be as simple as a T-shirt, bumper sticker, or button supporting a general cause, or as elaborate as the giant puppets we often see used in protest events.

Dr. Reddy's linked its change in culture and purpose with a new corporate brand identity. Internally and externally, the act reinforced a message of unity and commitment. The entire company stands together in pursuit of this purpose.

The Challenge to Leadership

Unlike a movement maker, an enterprise leader is often in a position of authority. They can mandate changes to the organization — and at times they should. However, when it comes to culture change, they should do so sparingly. It's easy to overuse one's authority in the hopes of accelerating transformation.

It's also easy for an enterprise leader to shy away from organizational friction. Harmony is generally a preferred state, after all. And the success of an organizational transition is often judged by its seamlessness.

In a movements-based approach to change, a moderate amount of friction is positive. A complete absence of friction probably means that little is actually changing. Look for the places where the movement faces resistance and experiences friction. They often indicate where the dominant organizational design and culture may need to evolve.

And remember that culture change only happens when people *take action*. So start there. While articulating a mission and changing company structures are important, it's often a more successful approach to tackle those sorts of issues after you've been able to show people the change you want to see.



Leading for Literacy: Examining the Leader's Role in Reading Success

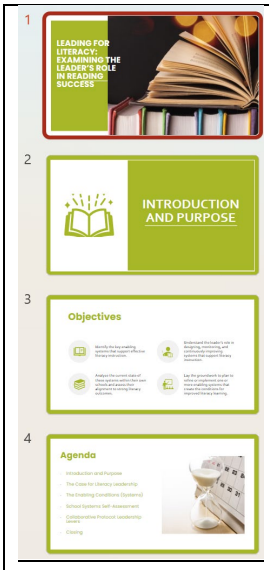
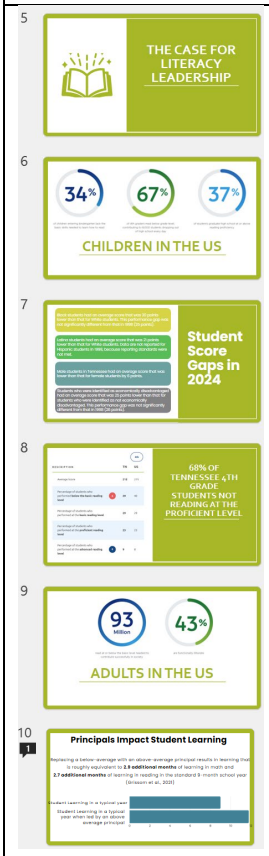
2 hours

Objectives:	**Agenda:**
- Identify the key enabling systems that support effective literacy instruction. - Understand the leader's role in designing, monitoring, and continuously improving systems that support literacy instruction. - Analyze the current state of these systems within their own schools and assess their alignment to strong literacy outcomes. - Lay the groundwork to plan to refine or implement one or more enabling systems that create the conditions for improved literacy learning.	- Introduction and Purpose - The Case for Literacy Leadership - The Enabling Conditions (Systems) - School Systems Self-Assessment - Collaborative Protocol: Leadership Levers - Closing

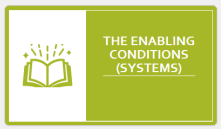
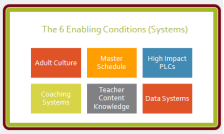
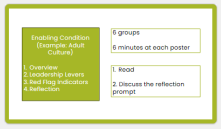
Context:
First content session- intended to lay the foundation for the leader's work in driving strong literacy results.

What will mastery look like?
Being able to identify leadership actions during the group discussion and committing to one thing in closing

Slide	*Timestamp*	*Notes*

	5 minutes	Strong literacy outcomes don't happen by chance—they happen by design. In this session, we will explore the critical role leaders play in creating the conditions for effective literacy instruction. We'll unpack the enabling systems that can make or break schoolwide reading success, including adult culture, master scheduling, high-impact PLCs, coaching structures, the development of teacher knowledge and skills, and data systems. Leaders will walk away with concrete strategies to strengthen these systems and align their leadership moves to accelerate literacy growth for all students. Review objectives and agenda
	30 minutes	The Case for Literacy Leadership Some Framing for this conversation that helps give more context for the data pertaining to student literacy outcomes: - We want to acknowledge that there are systemic structures—such as policies, practices, and historical inequities—that shape the educational experiences of students from marginalized communities - Those systems actively influence how students access opportunity, school funding, neighborhood and family resources, and achieve academic success. By explicitly analyzing these systems, educators can reflect on the work through a justice lens rather than charity, compliance, or a limited perspective of contributing factors.

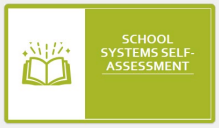
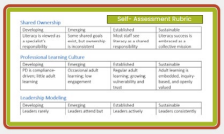
11  		1. Student achievement data tells us there are tons of kids who aren't reading proficiently when they could and should be (go through slides 6-8) 2. This impacts people into adulthood and the options they have for economic mobility (slide 9) 3. There are 4. Principals and school leaders actually impact student learning (slide 10) Who has seen the Right to Read? Let 1-2 people share what it is about. Watch the trailer. - https://www.youtube.com/watch?v=ptUYVHDeHOw The film centers on the literacy crisis facing the U.S., where millions of children — particularly Black and Brown students — are not learning to read at grade level, despite research showing how effective reading instruction can be. The documentary follows key advocates: • Kareem Weaver, a former Oakland teacher and education activist fighting to change reading curricula. • Jasmine Lane, a first-grade teacher working to ensure her students become confident readers. • NAACP chapters and community leaders who are pushing for legislative and instructional change. It shows how parents, teachers, and community leaders are organizing to demand better literacy outcomes and holding school systems accountable.
12  		

		Discuss: *"How does this connect to your leadership role?"* *What impact could having strong systems for literacy in schools have on student outcomes?* Now we are going to jump into an EdWeek article: Principals have Role: https://www.edweek.org/leadership/principals-have-a-lead-role-in-the-science-of-reading-are-they-ready/2024/05 • 5 minutes to skim- likely won't be able to read the whole thing • Prompt: *Share 2 things that stood out to you* Stamp: Leadership matters: the way leaders design or don't for schools to enable literacy instruction to happen effectively absolutely impacts how much students learn. You all have an incredibly important job to do in this work. It is a privilege and a responsibility.
13  14  15 	45 minutes total 5 to set up 6 minutes per poster= 36 minutes total 4 minutes to wrap the activity whole group	The Enabling Conditions Name the 6 enabling conditions we'll dig into These will be 6 posters around the room- 1 for each enabling condition. On each poster is the following: 1. Brief overview (1-2 min read) 2. Leadership Levers: What does this look like when it's working? 3. Red Flag Indicators: What happens when this condition is weak? 4. Reflection: Principals jot down or discuss how this condition is showing up in their school.

		Break the room up into groups of 3-5, 6 groups total, pending the final number. Each group will start at a different poster and rotate between them; each group gets 6 minutes and each poster reads the prompts/ discusses. *(Facilitator note: The next few bullet points are potential participant responses/ things to lift up if not named.)* 1: Adult Culture • Overview: A learning-focused adult culture normalizes vulnerability, promotes professional growth, and encourages shared ownership of literacy outcomes. • Leadership Levers: Models adult learning, participates in or leads sessions, builds trust in feedback systems through consistent use and multidirectional feedback, prioritizes PD time. • Red Flags: Surface-level collaboration, compliance-driven PD, or isolation among teams. • Reflection: *How does our school culture signal that literacy growth is a collective priority?* 2: Master Schedule • Overview: A strategic schedule allocates protected time for Tier 1 instruction, small-group intervention, and teacher collaboration. • Leadership Levers: Blocks for foundational skills, intervention time, two teachers teaching small group instruction

		simultaneously during center rotations, additional support staff teaching small group instruction, PLC time during contract hours. • Red Flags: Literacy time shortened for test prep, scattered intervention coverage or cancellations, lack of collaboration time. • Reflection: *Does our schedule reflect our belief in the power of literacy?* Station 3: High-Impact PLCs • Overview: Effective PLCs regularly analyze student work and data, engage in unit and lesson level intellectual preparation and practice executing lessons, align to reading standards, and collaborate on instructional strategies. • Leadership Levers: Facilitator training, agenda protocols, connection to student data and texts, leadership physical engagement in PLCs. • Red Flags: PLCs that are focused on logistics, lack of shared planning, or disconnected from core instruction. • Reflection: *Do our PLCs directly improve reading instruction and student understanding?* 4: Coaching Systems • Overview: Coaching structures that are clearly defined, aligned to literacy goals, happen consistently, and support teacher development. • Leadership Levers: Co-observations, feedback cycles, coaching logs aligned to reading strategies.

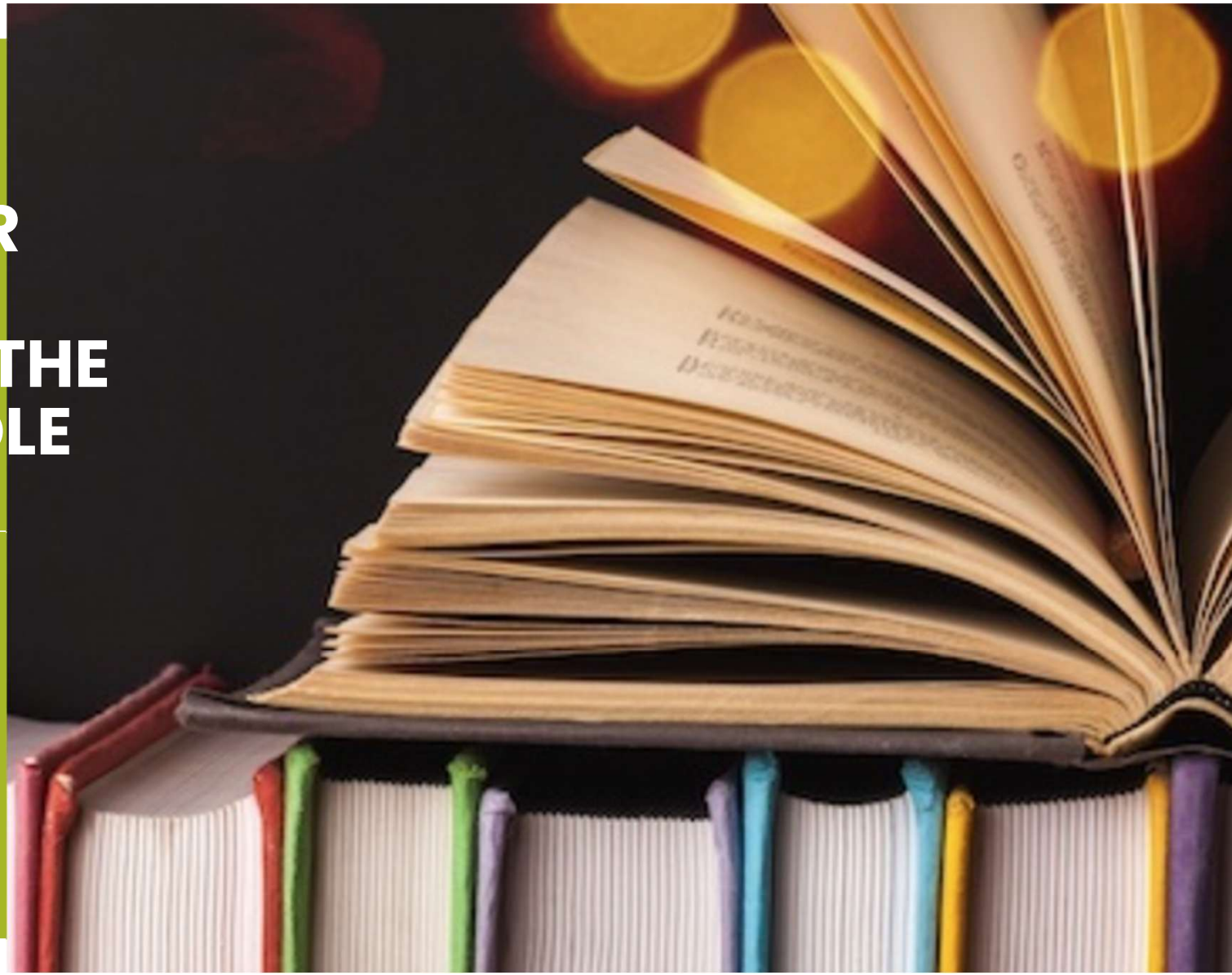
		• Red Flags: Inconsistent feedback, coaching driven by compliance not development. • Reflection: *Do our coaching practices help teachers grow in literacy instruction?* 5: Teacher Content Knowledge • Overview: Teachers need deep knowledge of literacy components (e.g., phonemic awareness, fluency, comprehension). • Leadership Levers: Skill inventories, targeted PD, Science of Reading-aligned resources. • Red Flags: Lack of common language for instruction, one-size-fits-all PD. • Reflection: *Do we have a clear picture of where our teachers are in their literacy knowledge?* 6: Data Systems • Overview: High-functioning schools use data (screeners, diagnostics, progress monitoring) to inform instruction and intervention. They know the purpose for each assessment and are conscious about getting the info needed without over assessing. • Leadership Levers: Data cycles, team analysis protocols, data tied to action, provide clear expectations for school teams about collecting data regularly; and coaching and development about various ways to collect data and make data informed decisions. • Red Flags: Data that isn't timely or acted upon, analysis without instructional planning.

		• Reflection: *How well are we using literacy data to inform decisions at every level?* Who group wrap up: *what learnings did you have from your group's discussions?*
16  17 	18 minutes	School Systems Self-Assessment • Now that we've dug into each of the 6 systems you are going to get some reflection time to work through each of the 6 and score yourself on how effective they are in your current context. • Point people to the School Literacy Systems Rubric (rating each condition from "Developing" to "Sustainable") • 13 minutes of quiet time for leaders to assess and reflect on the current state. • 4 minute Discussion: *"Which one system, if strengthened, would have the biggest impact in your school?"*

18
 
 	
19
 
	17 minutes	Collaborative Protocol: Leadership Levers
		• Protocol:
		  ○ Share current-state reflections in triads
		  ○ Select 1 enabling system to improve
		  ○ Identify **3** specific leadership actions to strengthen that system (e.g., revise master schedule, launch PLC protocol, create PD plan)
		  ○ Peers give feedback using sentence stems (e.g., "One thing I wonder…")

20  	5 minutes	Closing share: *"One leadership move I commit to making for literacy is…".*

LEADING FOR LITERACY: EXAMINING THE LEADER'S ROLE IN READING SUCCESS





INTRODUCTION AND PURPOSE

Objectives



Identify the key enabling systems that support effective literacy instruction.



Understand the leader's role in designing, monitoring, and continuously improving systems that support literacy instruction.



Analyze the current state of these systems within their own schools and assess their alignment to strong literacy outcomes.



Lay the groundwork to plan to refine or implement one or more enabling systems that create the conditions for improved literacy learning.

Agenda

Introduction and Purpose

The Case for Literacy Leadership

The Enabling Conditions (Systems)

School Systems Self-Assessment

Collaborative Protocol: Leadership Levers

Closing





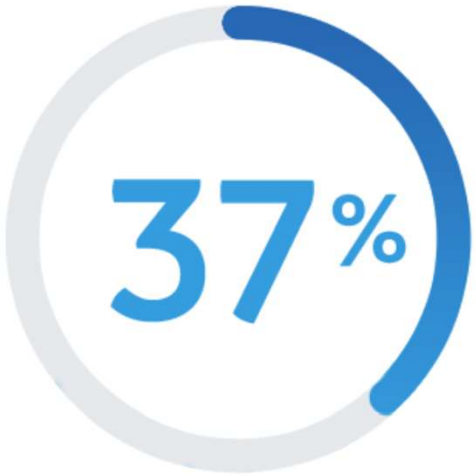
THE CASE FOR LITERACY LEADERSHIP



of children entering kindergarten lack the basic skills needed to learn how to read



of 4th graders read below grade level, contributing to 8,000 students dropping out of high school every day



of students graduate high school at or above reading proficiency

CHILDREN IN THE US

2024 NAEP data; The Nation's Report Card

Black students had an average score that was 20 points lower than that for White students. This performance gap was not significantly different from that in 1998 (25 points).

Latina students had an average score that was 21 points lower than that for White students. Data are not reported for Hispanic students in 1998, because reporting standards were not met.

Male students in Tennessee had an average score that was lower than that for female students by 6 points.

Students who were identified as economically disadvantaged had an average score that was 25 points lower than that for students who were identified as not economically disadvantaged. This performance gap was not significantly different from that in 1998 (26 points).

Student Score Gaps in 2024

2024 NAEP data; The Nation's Report Card

4th

DESCRIPTION	TN	US
Average Score	**215**	215
Percentage of students who performed **below the basic reading level**	**39**	40
Percentage of students who performed at the **basic reading level**	**29**	29
Percentage of students who performed at the **proficient reading level**	**23**	23
Percentage of students who performed at the **advanced reading level**	**9**	8

68% OF TENNESSEE 4TH GRADE STUDENTS NOT READING AT THE PROFICIENT LEVEL

2024 NAEP data; The Nation's Report Card

AG1



read at or below the basic level needed to contribute successfully in society



are functionally illiterate

ADULTS IN THE US

National Assessment of Adult Literacy

Slide 9

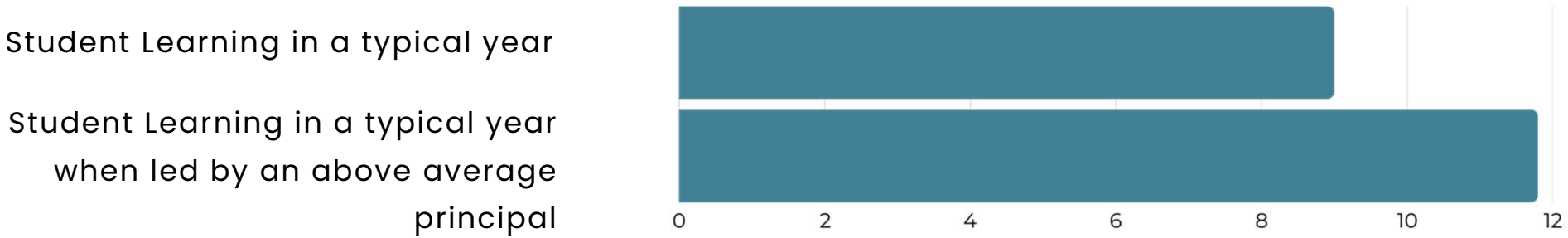
AG1 National Assessment of Adult Literacy (NAAL) conducted by the U.S. Department of Education's National Center for Education Statistics (NCES).This assessment evaluated the English literacy skills of American adults across three domains: prose, document, and quantitative literacy.

Amy Galloway, 2025-05-17T14:39:48.570

AG1

Principals Impact Student Learning

Replacing a below-average with an above-average principal results in learning that is roughly equivalent to **2.9 additional months** of learning in math and **2.7 additional months** of learning in reading in the standard 9-month school year (Grissom et al., 2021)



Slide 10

AG1 Fix design/ coloring on this slide
Amy Galloway, 2025-04-24T12:16:01.655

EM1 0 Can we add the resource here too? This one feels like it exits in our resources already.
Elizabeth Mack, 2025-05-16T17:42:11.690

AG1 1 [@Elizabeth Mack] this is the link to the PDF and Ill add it to the folder
https://wallacefoundation.org/sites/default/files/2023-09/How-Principals-Affect-Students-and-Schools.pdf
Amy Galloway, 2025-05-17T14:21:33.371


The Right
to Read
SXSW
EDU
Film
GRADUATE
LIL FRED

Principals Have a Lead Role in the 'Science of Reading.' Are They Ready?



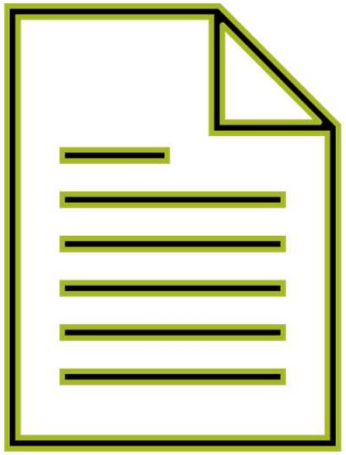
By Olina Banerji — May 24, 2024 9 min read



THE ENABLING CONDITIONS (SYSTEMS)

The 6 Enabling Conditions (Systems)

Adult Culture	Master Schedule	High Impact PLCs
Coaching Systems	Teacher Content Knowledge	Data Systems



Enabling Condition (Example: Adult Culture)

1. Overview
2. Leadership Levers
3. Red Flag Indicators
4. Reflection

6 groups

6 minutes at each poster

1. Read

2. Discuss the reflection prompt



SCHOOL SYSTEMS SELF-ASSESSMENT

Self- Assessment Rubric

Shared Ownership

Developing	Emerging	Established	Sustainable
Literacy is viewed as a specialist's responsibility	Some shared goals exist, but ownership is inconsistent	Most staff see literacy as a shared responsibility	Literacy success is embraced as a collective mission

Professional Learning Culture

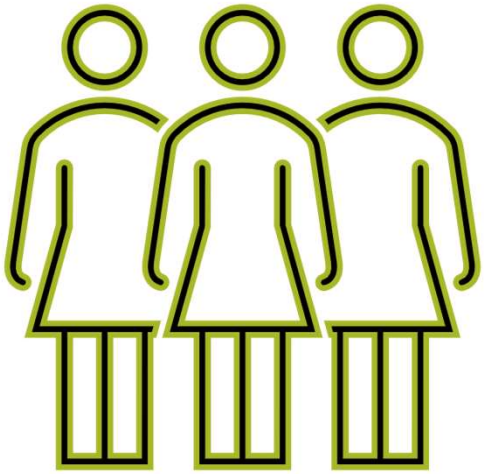
Developing	Emerging	Established	Sustainable
PD is compliance-driven; little adult learning	Occasional adult learning; low engagement	Regular adult learning; growing vulnerability and trust	Adult learning is embedded, inquiry-based, and openly valued

Leadership Modeling

Developing	Emerging	Established	Sustainable
Leaders rarely	Leaders attend but	Leaders actively	Leaders consistently



COLLABORATIVE PROTOCOL: LEADERSHIP LEVERS



- ✓ 15 minutes: 5 per person
- ✓ Groups of 3
- ✓ Each person picks 1 enabling condition to focus on
- ✓ Identify **3** specific leadership actions to strengthen that system (e.g., revise master schedule, launch PLC protocol, create PD plan)
- ✓ Peers give feedback



CLOSING

Leading for Literacy: Examining the Leader's Role in Reading Success

Objectives:	**Agenda:**
- Identify the key enabling systems that support effective literacy instruction. - Understand the leader's role in designing, monitoring, and continuously improving systems that support literacy instruction. - Analyze the current state of these systems within their own schools and assess their alignment to strong literacy outcomes. - Lay the groundwork to plan to refine or implement one or more enabling systems that create the conditions for improved literacy learning.	- Introduction and Purpose - The Case for Literacy Leadership - The Enabling Conditions (Systems) - School Systems Self-Assessment - Collaborative Protocol: Leadership Levers - Closing

The Case for Literacy Leadership

The Research *The Right to Read*

Principals Have A Role

The Enabling Conditions

Collaborative Protocol: Leadership Levers

Current-State	Enable System to Improve
Identify 3 Specific Leaderships that would strengthen the system.	
Peer Feedback	

Closing

"One leadership move I commit to making for literacy is…"

Literacy Enabling Conditions Rubric

1. Adult Culture

Shared Ownership

Developing	Emerging	Established	Sustainable
Literacy is viewed as a specialist's responsibility	Some shared goals exist, but ownership is inconsistent	Most staff see literacy as a shared responsibility	Literacy success is embraced as a collective mission

Professional Learning Culture

Developing	Emerging	Established	Sustainable
PD is compliance-driven; little adult learning	Occasional adult learning; low engagement	Regular adult learning; growing vulnerability and trust	Adult learning is embedded, inquiry-based, and openly valued

Leadership Modeling

Developing	Emerging	Established	Sustainable
Leaders rarely participate in or model learning	Leaders attend but don't actively model learning	Leaders actively participate in PD and feedback systems	Leaders consistently model learning and create systems for multidirectional feedback

2. Master Schedule

Literacy Time Allocation

Developing	Emerging	Established	Sustainable
Core reading instruction time is inconsistent or reduced	Time for Tier 1 literacy is protected; interventions are irregular	Tier 1 and intervention blocks are consistent	Schedule optimizes core + intervention blocks with built-in time for PLCs

Collaboration Time

Developing	Emerging	Established	Sustainable
No common planning time for literacy	Inconsistent or optional planning blocks	Weekly PLC time built into schedule	All teachers have protected collaborative planning and data cycles weekly

Alignment to Need

Developing	Emerging	Established	Sustainable
Schedule reflects operational needs over instructional ones	Schedule attempts to meet instructional goals but has trade-offs	Schedule prioritizes literacy but may have gaps	Every minute is intentional and prioritized for student literacy growth

3. High-Impact PLCs

Focus & Content

Developing	Emerging	Established	Sustainable
PLCs focus on logistics or compliance	Some instructional planning; little depth	Regular data use + alignment to standards	PLCs drive instruction via analysis, prep, and practice

Leadership Support

Developing	Emerging	Established	Sustainable
No protocols; little admin presence	Loose structures; leaders monitor not engage	Facilitators supported; leaders sometimes attend	Leaders develop facilitators and regularly attend, engage, and coach in PLCs

Impact on Instruction

Developing	Emerging	Established	Sustainable
No evidence of PLC impact on literacy	Occasional planning changes; limited impact	Clear links to improved literacy instruction	Instruction is regularly adjusted based on deep PLC collaboration and student data

4. Coaching Systems

Consistency

Developing	Emerging	Established	Sustainable
No defined coaching structure or cadence	Coaching is occasional or leader-dependent	Coaches work with teachers on a cycle with feedback	Coaching is consistent, differentiated, and aligned to literacy goals

Quality of Feedback

Developing	Emerging	Established	Sustainable

Feedback is general, not literacy-specific	Some actionable feedback; limited follow-up	Specific literacy-focused feedback with follow-up	Coaching includes modeling, practice, and tracked growth over time

Literacy Alignment

Developing	Emerging	Established	Sustainable
Coaching is disconnected from literacy priorities	Some alignment; unclear focus areas	Feedback and goals are aligned to literacy improvement	Coaching is intentionally designed around the Science of Reading and observed need

5. Teacher Content Knowledge

Understanding of Literacy Science

Developing	Emerging	Established	Sustainable
Teachers have limited awareness of reading development	Some awareness; not yet consistent in practice	Majority can name and explain core literacy components	Deep, consistent knowledge across staff; can identify student needs

Professional Learning

Developing	Emerging	Established	Sustainable
No targeted PD in literacy knowledge	One-time PD sessions without follow-up	Ongoing PD with some skill tracking	PD is strategic, differentiated, and responsive to content knowledge needs

Knowledge Inventory

Developing	Emerging	Established	Sustainable
No formal understanding of staff knowledge	Leadership has informal sense of gaps	Partial inventory of staff knowledge/skills	Clear inventory used to tailor support and professional learning

6. Data Systems

Assessment Purpose

Developing	Emerging	Established	Sustainable
Assessments are numerous or unclear in purpose	Some alignment to purpose, but overlap or excess	Clear rationale for each assessment	Streamlined, intentional use of assessments tied to specific decisions

Data Use

Developing	Emerging	Established	Sustainable
Data is collected but not analyzed or used	Some data analysis; limited instructional changes	Data used to inform planning and interventions	Frequent, intentional cycles that lead to instructional shifts and follow-through

Team Analysis Structures

Developing	Emerging	Established	Sustainable
No system or protocol for team review	Ad hoc data discussions; few norms	Data meetings occur regularly with some protocols	Data analysis is routine, protocol-driven, and directly impacts literacy instruction

PIVOT
SCHOOL IMPROVEMENT LEADERS

Tab VIII: Exceptions

PIVOT
SCHOOL IMPROVEMENT LEADERS

Exceptions

PIVOT: School Improvement Leaders accepts all terms and conditions outlined in this RFP without exception.

PIVOT
SCHOOL IMPROVEMENT LEADERS

Tab IX: Attachments

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3667

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

23. **Certificate of Insurance shall show the RFP number and title.**

24. **Other insurance required _____.**

Insurance Agent's Statement and certification: **I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.**

Agency Name: The Insurance Group **Authorizing Signature:** _____

Proposer's Statement and Certification: **If awarded the Contract, I will comply with the Contract insurance requirements.**

Proposer's Name: Matt Gambatese **Authorizing Signature:** _____

PIVOSCH-01 JWITT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Dogwood Insurance Group, LLC	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Property and Casualty Insurance Company of Hartford	34690
INSURER B : Hartford Insurance Company of the Southeast	
INSURER C : Gemini Insurance Company	10833
INSURER D : CFC Underwriting	
INSURER E :	
INSURER F :	

INSURED

PIVOT School Improvement Leaders
922 MAIN ST STE C
Nashville, TN 37206-3614

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		20SBABG8MYZ	7/16/2024	7/16/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			20SBABG8MYZ	7/16/2024	7/16/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X		20SBABG8MYZ	7/16/2024	7/16/2025	AGGREGATE	$
	DED X RETENTION $ 10,000						Umbrella Covera	$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		20WECBP0DYC	2/21/2025	2/21/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			VIPL056436	2/27/2025	2/27/2026	Aggregate	5,000,000
D	Cyber Liability			ESN0040262654	2/27/2025	2/27/2026	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP 3667 - Evidence-Based Instruction Strategies Consulting

CERTIFICATE HOLDER

Knox County Procurement Division
1000 N Central St Ste 100
Knoxville, TN 37917

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Matt Gambatese, President or other Principal

Officer of PIVOT: School Improvement Leaders, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: PIVOT: School Improvement Leaders
Name of Company

STATE OF TENNESSEE}
COUNTY OF Davidson}

Subscribed and sworn before me by Matt Gambatese,

President or Principal Officer of PIVOT: School Improvement Leaders,

On this 30th day of May 2025.

Notary Public

My Commission expires: September 8, 2025

ZOE BECKHAM
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: Head of Partnerships Date: 5/27/2025

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: Head of Partnerships Date: 5/27/2025

Knox County Government

and

TNTP Inc.

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and TNTP, Inc., hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government (Request for Proposals #3667) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Vendor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. **Terms of this Contract.** This Contract commences on the 1st day of September 2025 and ends the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. **Payment.** The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposals #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County. Per Request for Proposals #3667, a minimum of thirty (30) days is required for processing of payment.

3. **Invoicing and reporting requirements.** Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting pursuant to Request for Proposals #3667.

4. **Termination.** The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide the Evidence-Based Instruction Strategies Consulting detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. **Appropriations.** In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. **This Contract** shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. **Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. **Contractor** shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. **Delivery.** Contractor shall render the Evidence-Based Instruction Strategies Consulting for the County in accordance with Request for Proposals #3667.

16. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

17. **Limitations of liability.** In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages.

18. Intellectual Property.

Contractor IPR. County acknowledges and agrees that as between County and Contractor, Contractor is and will remain the sole and exclusive worldwide owner of all Contractor IPR. For purposes of this Agreement, " **Contractor IPR**" means all patents, copyrights, trademarks, services marks, designs, logos, trade secrets, publicity, privacy or moral rights, and any other intellectual property or proprietary rights arising at any time under the applicable law of any jurisdiction anywhere in the world that subsists in, without limitation, the following: all technology, frameworks, processes, systems, methodologies, analytical tools, industry data and insights, layouts, TNTP tools, TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms that Contractor owns or to which Contractor has a license; and any improvements, derivatives or modifications to any of the foregoing, Contractor owns all Contractor IPR in existence prior to or developed independently of this Agreement.

Work Product. County acknowledges and agrees that all intellectual property rights in any work created, produced or developed by Contractor, whether alone or jointly with others, in the course of providing the Services under this Agreement ("**Work Product**"), shall immediately upon creation or performance vest in and shall remain the sole and exclusive property of Contractor, and County shall acquire no right, title or interest in and to the same, except for the limited license rights expressly granted under this Agreement.

License to Work Product. Subject to County's payment in full to Contractor for the Services, Contractor grants County the following limited, revocable, non-commercial, non-exclusive, non-transferable, non-sublicensable license, to use the Work Product provided as part of the Scope of Services and any Contractor IPR that is necessarily included in Work Product, solely for County's own internal business operations, trainings, and analysis in connection with the Scope of Services. County agrees not to disclose the Work Product or any Contractor IPR included therein to any third party except as otherwise permitted under this Agreement

19. Use of Data. If required by the Scope of Services, County agrees to provide to Contractor, at no cost to Contractor, and within thirty (30) days of Contractor's written request, all requested student data ("**Student Data**"), teacher and staff related data ("**Staff Data**"), and demographic and school/district information ("**School Data**"). Student Data, Staff Data, and School Data is collectively referred to herein as "**Data**".

The parties agree that Data may be shared between the parties and may only be used by the parties for the purposes identified in this Agreement and in a manner consistent with the terms outlined in this Agreement. The parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

For the purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g , 34 CFR Part 99, a "school official" is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to CFR §99.33(a) governing the use and re-disclosure of personally identifiable information from student records. Client recognizes and agrees that for purposes of FERPA, County will designate Contractor to act in a "school official" role for the purposes outlined in the Scope of Services. Pursuant to this Agreement, Contractor is considered a school official with a legitimate educational interest, providing services that would otherwise be performed by County, and under the control and direction of County with respect to the education records. Contractor shall not disclose any information that would be considered "Personally Identifiable Information" (as such term is defined in FERPA) unless either the disclosure would be permissible under 34 C.F.R. § 99.31 or Contractor has obtained appropriate written consent to the disclosure.

Notwithstanding the above, County shall not provide or make available to TNTP any student's Personally Identifiable Information from education records (for purposes of FERPA) unless: (i) County has obtained, with respect to each student's Personally Identifiable Information provided to Contractor, appropriate written consent to disclose such Personally Identifiable Information to Contractor, and authorization for Contractor to use such Personally Identifiable Information in connection with performing the Services, and (ii) written notice identifying particular Student Data as Personally Identifiable Information.

20. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3667 and Addendum I
B. Contractor's Response to Request for Proposals #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20___, as reflected in its minutes, and certified by its Chairperson.

_____
BOARD CHAIR – Signature

_____
BOARD CHAIR

Date: _____

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

TNTP, Inc.

by: _____

Name: _____

Title: _____

Date : _____

Contract #: 25-516(f)
Approved as to Legal Form:

_____
Knox County Law Director's Office

7/28/2025
_____
Date

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Evidence-Based Instruction Strategies Consulting** as specified herein. Proposals must be received by **2:00 p.m.** on **June 13, 2025.** Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3667
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be emailed to rachel.cabrera@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please file a report online by accessing http://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. **Proposers must submit with their written response an exact electronic version of their proposal in a single PDF file on a flash drive format.**

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper;
1.20.2 Not include pages of unnecessary advertising;
1.20.3 Be made on both sides of each sheet of paper.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **May 27, 2025 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents,

or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this Request for Proposal response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Iran Divestment Act/No Boycott of Israel Affidavit.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex **or** national origin any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its

respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County. In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this document is to set forth and convey to prospective proposers the general requirements for vendors to provide Knox County Schools with Evidence-Based Instruction Strategies Consulting as desired by Knox County. Award will be based on Best Value. Best value means more than low cost. It includes cost, technical service quality, experience, qualifications and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AWARD LENGTH:** The pricing for this Contract must remain firm for thirty-six (36) months. However, due to the funding source Knox County does not allow automatic renewals, this Contract will need to be extended annually to continue services. Knox County will draft the Extension of Contract and send it to the vendor approximately ninety (90) days before expiration. The agreement may be renewed for four (4) one-year periods upon mutual consent, for a possible total of five (5) years. Following the initial thirty-six (36) months, the Contractor may request a change in price.

3.5 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.6 **COMMUNICATION:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.8 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event on or both contacts leave the Knox County account, the

vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.9 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Knox County Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the Board of Education and/or County Commission meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the vendor(s). Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. A sample contract is under Exhibit B for review. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.10 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.10.1 Provide competent supervision;
3.10.2 Provide competent personnel;
3.10.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.11 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

3.12 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

As per Section 1.5, Knox County will determine the award structure that is in its best interest.

Methodology	30 Points
Delivery of Service	30 Points
Experience & References	20 Points
Cost	20 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one hundred (100) points, based on the Evaluation Criteria, per submission.

3.13 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the Request for Proposal process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.14 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VIII of the submittal. **Do not strike through or in any other way alter the Request for Proposal. Exceptions listed within other sections of the submittal shall not be reviewed or considered.**

3.15 **GRANT FUNDING:** The products or services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.16 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.17 **IDENTIFICATION:** Employees of the Contractor shall have proper photo identification displayed at all times while on property belonging to Knox County.

3.18 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.19 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.20 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.20.1 The invoice must show the amount due to the Contractor by Knox County;
3.20.2 The invoice must show a summary of completed work;
3.20.3 Invoices are to be original and uniquely pre-numbered;
3.20.4 Invoices which do not show this information are subject to rejection.

3.21 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

3.22 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

3.23 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.23.1 Respondent must address all submittal requirements as defined under Section IV.
3.23.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.23.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.24 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.25 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.26 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.27 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposal.

3.28 **ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.29 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of thirty-six (36) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

3.30 **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.31 **PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.32 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal format. As the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.33 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this Request for Proposal. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this Request for Proposal or the Contract.

3.34 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection.

3.35 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.36 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.37 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.38 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **May 27, 2025 at 4:30 p.m. local time**.

3.39 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.40 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

4.1 **BACKGROUND:** Knox County Schools (KCS) is a public education agency. It is responsible for the education of children from preschool through high school. There are approximately fifty-nine thousand (59,000) Pre-K through 12th-grade students and approximately seven thousand eight hundred (7,800) employees. For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations. In addition to Knox County Public Schools, funds are utilized to provide our non-public and the charter schools with resources/services.

4.2 **FACILITIES:** All facilities for the training will be provided by Knox County or Knox County's non-public schools.

4.3 **PARTICIPANTS:** Number of participants may vary. Vendors may work with an entire school staff or smaller school teams, and/or district teams, or any combination thereof. A defined number of trainings or participants is not guaranteed. Participants will be staff members serving students that may fall into historically underserved populations.

4.4 **SCOPE OF WORK:** Knox County Schools is seeking vendors to provide professional consultation to our schools and district to implement evidenced-based, content-specific strategies for instruction while building a coherent

academic and cultural model that is grounded in our district's four priorities: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation.

Through a framework that supports adult learning; while embracing student-centered decision-making, educators will be empowered to collaborate in curriculum-embedded professional learning. Educators will build discernment by measuring their impact on student learning through routine student work analysis. The consultant will work with leaders to support the accurate capture of the state of instruction through participation in classroom walkthroughs and coaching during reflective debriefs. The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district. Educators will also focus on developing or sustaining a culture of learning within the school community to support academic competency and increase student proficiency and growth

4.5 **METHODOLOGY:** Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum and/or resources used in past projects that are similar in scope to the proposed training. This information is to be provided in Section V, Tab III of this Proposal.

4.6 **DELIVERY OF SERVICES:** The successful Proposer **must** offer professional development training designed to achieve the objectives outlined in this Request for Proposal and support increased organizational capacity to sustain the application of learning and implementation of tools and strategies over time. The proposed program must be designed to enhance the skills and/or abilities of employees in evidence-based instructional strategies as related to the classroom and school environment to reduce disparities and enhance student academic performance as detailed in this Request for Proposal.

The professional learning delivery model must authentically engage participants based on the principles of adult learning. Participants will be prepared to effectively implement evidenced-based, curriculum-based professional learning strategies and respond based on content-specific feedback to increase student proficiency. Participants will collaboratively engage in structures to include:

- Surveys for measuring culture;
- Processes for educator collaboration;
- Processes for measuring impact on student learning;
- Processes for building educator discernment regarding evidence-based instructional strategies within high-quality instructional materials utilized by the district; and
- Processes for leader capacity building.

Training provided should support sustained implementation and the professional learning should provide evidence-based instructional strategies with a proven impact on student outcomes.

Proposers must provide comprehensive narrative statements that outline the implementation and management plans that it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described.

Implementation may be requested upon execution of a contract.

4.7 **EXPERIENCE & REFERENCES:** Proposers are to detail their organization's previous experience working with school and district leadership teams to analyze underserved students and to promote high levels of achievement for all learners. For all relevant team members, proposers are to submit education credentials, relevant work experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal. This information is to be submitted in Section V, Tab V of the Proposal.

Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. **Do not list Knox County Government or Knox County Schools as a reference.** References shall be submitted on Attachment A of this Request for Proposal.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.
PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**
Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**
- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Employer Identification Number (EIN)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Subcontractor(s) (if applicable)
- Acknowledgement of the receipt of any Addendum issued

TAB III **METHODOLOGY (30 POINTS)**
Proposers must demonstrate an understanding of Knox County's needs and fully explain overall approach to meet the County's requirements. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.4 and 4.5. Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum used in past projects that are similar in scope to the proposed training.

TAB IV **DELIVERY OF SERVICES (30 POINTS)**

Proposers must provide and implementation plan and comprehensive narrative statements that outline the management plan it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the County's project schedule. Proposers must thoroughly address each of the requirements outlined in the Delivery of Services portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.6.

TAB V **EXPERIENCE AND REFERENCES (20 POINTS)**
Proposers must thoroughly detail its approach to the Experience and References portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.7.
- References (Attachment A)
- Proposers must state the organization's number of years in business and provide a description of the organization to include office location(s).
- Proposers must describe the organization's experience with similar projects.
- Proposers must provide an organizational chart that illustrates the organization of the project team. The organizational chart must illustrate the lines of authority and designate the individual responsible and accountable for the completion of each component and deliverable of the Request for Proposal. Information about each person listed should include their a) title b) resume, including advanced education credentials, relevant work

experience, demonstrated outcomes, independent research, and publishing in the subject areas addressed by this Request for Proposal c) number of years with the organization and d) description of the type of work the individual will perform

TAB VI **PROPOSED COSTS (20 POINTS)**

Costs proposals must include all direct and indirect costs associated with the performance of the service. Proposed costs should be inclusive of all expenses. Proposer may include the methodology used to determine their proposed cost. Pricing must include all expenses, including transportation and ancillary out-of-pocket charges, if applicable. There will be no reimbursement for any such charges. Please state cost in a "per participant" format, noting any applicable volume discounts.

- Cost Sheet (Attachment E)

NOTE: This tab and Attachment E shall only be included in Section V behind Tab VI. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

TAB VII **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB VIII **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this Request for Proposal in your response.

TAB IX **ATTACHMENTS**

- Insurance Checklist (Attachment B)
- Criminal History Check Affidavit (Attachment C)
- Iran Divestment Act (Attachment D)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3667

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident) $1,000,000 BODY INJURY (Per–Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE $ 1,000,000
			FIRE LEGAL LIABILITY $ 100,000
			MED EXP (Per person) $ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY $ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE $ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE $ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000
NO		PROFESSIONAL LIABILITY	
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$
NO	17.	DISHONESTY BOND	$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

23. **Certificate of Insurance shall show the RFP number and title.**

24. **Other insurance required _____.**

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company: _____

Surveys	$_____ per school Notes:
Assessments	$_____ per school Notes:
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$_____ per six-hour day
Virtual Coaching for Small Groups of five (5) or Individuals	$_____ per hour
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ per six-hour day
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$_____ two (2)-six (6) hour days
School Visits (Inclusive of all Travel Costs for Consultant)	$_____ per school
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$_____ per three-hour day
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$_____ two (2)-three (3) hour days
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	_____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price _____: $_____ per unit price Notes:
Registration Fees (Conference/Workshop)	$_____ per participant
Other Expenses:	

DELIVERY: All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

Equal Employment Opportunity

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.

Clean Air Act and Federal Water Pollution Control Act
Contractors and subcontractors will 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 will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension
A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying
The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

b. If any funds other than federally 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

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

Preferences for Products Produced or Manufactured in the U.S.
(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) "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.

(2) "Manufactured products" means 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.

EXHIBIT B
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Evidence-Based Instruction Strategies Consulting for Knox County Government and Knox County Schools (Request for Proposal #3667) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposal's specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. **Terms of this Contract.** This Contract commences on the 1st day of September 2025 and ends upon the 31st day of August 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. **Payment.** Contractor warrants that the pricing shall remain firm for the initial three (3) year period. However, due to the funding source, the County is required to renew the Contract on a yearly basis as per Paragraph 1 above. At the end of the first three (3) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request a price increase for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposal for Evidence-Based Instruction Strategies Consulting per the Contractor's response to Request for Proposal #3667; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. **Invoicing and reporting requirements.** Contractor shall invoice the County for Evidence-Based Instruction Strategies Consulting and Services pursuant to Request for Proposal #3667.

TBA

4. **Termination.** The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Evidence-Based Instruction Strategies Consulting and Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. **Appropriations.** In the event no funds are appropriated by the County for the Evidence-Based Instruction Strategies Consulting and Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Evidence-Based Instruction Strategies Consulting and Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. **This Contract** shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

11. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. **Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. **Contractor** shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. **Delivery.** Contractor shall render the Evidence-Based Instruction Strategies Consulting and Services for the County in accordance with Request for Proposal #3667.

16. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. **Limitations of liability.** In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposal #3667
B. Contractor's Response to Request for Proposal #3667

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20___, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to RFP No. 3667
Evidence-Based Instruction Strategies Consulting

Addendum Date: June 2, 2025

Buyer: Rachel Cabrera

Closing Date: June 13, 2025

The following is for clarification:

Question 1: Section 4.1. In reference to, "For purposes related to this Request for Proposal, the district is comprised of ninety-two (92) schools that represent urban, suburban, and rural populations." Should proposal responses encompass working with educators prek-12, or could proposal responses attend to working with a subset of grade-levels (i.e. Elementary only)? Will proposals be scored more favorably one way or another?

Answer 1: Proposals can attend to working with subsets of grade-levels. No, proposals will not be scored more favorably one way or the other.

Question 2: Section 5. Proposal Format: This section requests submissions in a three-ring binder and also requests two copies, 1 marked "original" and 1 exact copy. Should both "Original" and "Exact Copy" be in the same three-ring binder, or should each be submitted in their own binder?

Answer 2: They should be submitted in their own binder.

Question 3: Section 4.7 states "Proposers must provide three (3) references relating to work of a similar scope completed within the last five (5) years." However, Attachment A states "Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years." Can you please clarify, do these references need to be related to work completed in the last five years, or work that is currently underway and has been in service for 5+ years? i.e. Could we submit a reference from the last five years of a similar project that had a 3-year duration?

Answer 3: The work could have been completed in the last five years or currently underway. Yes, your company could submit a reference from the last five years of a similar project that had a 3-year duration.

Question 4: Will all 92 schools necessarily receive consulting services, or is the number of schools to be determined?

Answer 4: Per Section 3.35 Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

Question 5: Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers? Are you able to provide any more guidance on the participants? I see Section 4.3 notes that the number and type of participants may vary, but do you have an idea if it will mainly be district leaders, school leaders, or teachers?

Answer 5: We have 92 schools in KCS. Participants will primarily include executive principals and school-level leadership teams but may include supporting educators. Participant numbers will vary based on the size of the school and the focus of the work.

Question 6: Does the district have instructional coaches, and if so, do you envision the consultants supporting them via a train-

the-trainer model?

Answer 6: KCS has an instructional coach in each elementary school. Some of our middle schools and high schools have instructional coaches. Train-the-trainer model is an option for support.

Question 7: Section 4.4 states, "The consultant will provide support in developing strategic action plans aligned with the current state of instruction that embrace evidenced-based instructional strategies within the high-quality instructional materials utilized by the district." Do you have any additional information about the kind of strategic action plans you are looking for here?

Answer 7: Strategic plans should align with the district plan and school plan, but deeply analyze how best to achieve positive outcomes for students based on an understanding of the current state of instruction utilizing district IPGs. The plan should embrace the use of the district-provided HQIM (ELA, MATH, SCIENCE). Strategies outlined in the plan must align not only with research but with evidenced-based practices.

Question 8: How will schools and participants be selected?

Answer 8: School leaders will have autonomy to elect services and design support.

Question 9: Is there a vendor currently providing this scope of work?

Answer 9: Yes, Knox County currently has Contracts with Catapult Learning, LLC, Corwin Press and National Institute for Excellence in Teaching for Evidence-Based Instruction Strategies Consulting.

Question 10: Is a hybrid approach that includes onsite and virtual training acceptable?

Answer 10: Yes

Question 11: Does the district currently leverage an LMS for professional development?

Answer 11: Yes, Canvas.

Question 12: What is the budget for this scope of work?

Answer 12: The budget varies based on school budget and district budget.

Question 13: Tab VI Proposed Costs requests a "per participant" price but Attachment E Cost Sheet specifies a number of participants per service. Please clarify what should be reflected in Attachment E.

Answer 13: Please complete the Attachment E Cost Sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from the cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

End of Addendum I

Note: Addendum must be acknowledged in Section V behind Tab II of the proposal.

Rachel Cabrera

Rachel Cabrera
Senior Buyer, Knox County Procurement

TNTP

A Proposal to Knox County Procurement Division

June 2025

Evidence Based Instruction Strategies Consulting

Date: June 13, 2025

RFP #: **#3667**

Contact: Stephanie Aguilera-Hawk, TNTP Partner | stephanie.aguilerahawk@tntp.org

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Tab I. Cover Letter

TNTP, Inc. respectfully submits this letter of intent in response to Knox County Procurement Division Request for Proposal **#3667 Evidence Based Instruction Strategies Consulting**. We hope to partner with Knox County on this important initiative and believe that as an organization we have the skills, experience, and mindsets to positively impact the students, families/caregivers, educators, and leaders of this community. We ground our approach to professional development in research-based best practices. Our comprehensive professional development services will be a driver to strengthen instructional practice, support educator growth, foster learning spaces that support all students, authentically engage and partner with families and caregivers, ultimately improving student experience and outcomes. TNTP would be honored to work together with Knox County Procurement Division to realize their transformative approach to education.

TNTP is the leading research, policy, and practice organization dedicated to transforming America's public education system to meet the needs of tomorrow—for students, families, communities, and the nation. Our mission is to create multiple pathways for young people to achieve academic, economic, and social mobility, leading to thriving lives in adulthood. We work alongside educators, system leaders, and communities across 36 states and in more than 6,000 districts nationwide to reach ambitious goals for student success. Our deep experience includes working with school systems and communities serving a high percentage of historically underserved young people. We customize support and intervention strategies to optimize educational outcomes for every student.

TNTP focuses on three key service areas to ensure teachers succeed and students thrive:

- Rigorous Academics: Are students studying challenging, engaging, and relevant content?
- Talented People: Are educators in the right roles with the right skills helping students thrive?
- Supportive Environments: Are policies, systems, and communities supporting great schools for all?

We work at every level of the school system to help our partners achieve their goals for students. Our nationwide reach allows us to design, share, and deliver promising innovations at a scale few other organizations can match. We are deeply aligned to the district's four priorities: excellence in foundational skills, great educators in every school, success for every student, and career empowerment and preparation. We bring a wealth of experience from across the state and nation in designing and implementing professional development services and will align our professional development with Knox County's instructional priorities, state standards, and strategic plan.

TNTP Headquarters	**Primary Point of Contact**	**Authorized Representative**
500 Seventh Avenue, 8th Floor New York, NY 10018 (718) 233-2800 (telephone) (718) 643-9202 (fax) Tax ID Number: 13-3850158	Stephanie Aguilera-Hawk Partner stephanie.aguilerahawk@tntp.org	Crystal Harmon President (718) 233-2800 crystal.harmon@tntp.org

Crystal Harmon, signing below, is authorized to represent TNTP and agrees to provide the services required by Knox County Procurement Division, as described in the proposal below. Please do not hesitate to reach out with any questions.

Signed,

Crystal Harmon
President

Tab II. Company Profile

Company Name, Address Telephone/Fax numbers

- TNTP, 500 7th Avenue, 8th Floor, New York, NY 10018, (718) 233- 2800

Contact name(s) and information

- Stephanie Aguilera-Hawk, TNTP Partner | stephanie.aguilerahawk@tntp.org

Proposer's Vendor Number as assigned by Knox County

- 130932

Employer Identification Number (EIN)

- 13-3850158

Knox County Business Tax License for Organization:

- # 643005

Acknowledgement of the receipt of any Addendum issued

- TNTP, Inc. acknowledges receipt of addendum #1

Tab III. Methodology

Our Understanding

Over the past few years, Knox County Schools (KCS) has realized significant gains in student outcomes by pursuing ambitious, student-centered goals through focused and innovative initiatives. KCS's 2024 affirmed that teachers across KCS have both a strong understanding of effective literacy instruction and a shared vision for helping students achieve ambitious goals. And leadership noted that KCS outpaced the state average in third- and fourth-grade reading proficiency.[1] literacy landscape analysis, for example, revealed a number of strengths in the district's current state of literacy instruction and this year, KCS outpaced the state average in third- and fourth-grade reading proficiency.[2] Building on this momentum, KCS continues to aim higher. As Superintendent Dr. Jon Rysewyk affirmed, the district's "work moving forward will be to consistently improve every year."[3] At the close of this school year, Dr. Rysewyk emphasized a particular focus on middle school achievement and special education, acknowledging both as critical levers for districtwide improvement.[4] State data also points to a need for continued progress the math and English language arts achievements in "state identified groups" including minority students, economically disadvantaged students, and English language learners.[5]

As KCS prepares to launch its 2030 Strategic Plan, it is laying the groundwork for a coherent, future-focused vision for instruction. The district has named five overarching priorities:

1. Excellence in Foundational Skills: Ensuring students are competitive in reading and math proficiency.
2. Great Educators in Every School: Equipping educators with the necessary resources and training.
3. Career Empowerment and Preparation: Preparing students for life after graduation by ensuring they are ready for enrollment, enlistment, or employment by the end of their high school journey.
4. Success for Every Student: Providing classrooms with evidence-based strategies to accelerate learning.
5. Community Engagement: Enhancing communication and engagement with stakeholders to improve the overall student experience.

KCS seeks a strategic partner to help advance its renewed instructional vision—particularly through content-specific strategies that support schools and educators in meeting the needs of all learners. A strong

---

[2] https://www.knoxnews.com/story/news/education/2025/03/07/knox-county-schools-reach-goals-identify-growth-areas-math-reading-proficiency/81365721007/

[3] https://www.knoxnews.com/story/news/education/2025/03/07/knox-county-schools-reach-goals-identify-growth-areas-math-reading-proficiency/81365721007/

[4] https://www.knoxnews.com/videos/news/education/2025/05/30/knox-county-schools-superintendent-jon-rysewyk-looks-for-areas-to-improve-in/83925723007/

[5] https://www.knoxschools.org/cms/lib/TN01917079/Centricity/Domain/13420/AnnualReport_Spreads_Web_FINAL.pdf

https://www.knoxschools.org/cms/lib/TN01917079/Centricity/Domain/13420/AnnualPlan23SpreadsFinalv2.pdf

https://www.knoxnews.com/story/news/education/2025/03/07/knox-county-schools-reach-goals-identify-growth-areas-math-reading-proficiency/81365721007/

partner will not only build on the district's many successes but also accelerate progress in the areas identified as opportunities.

Our Approach

TNTP is uniquely qualified to serve as a partner in implementing instructional strategies for KCS and its schools because of our unparalleled experience and demonstrated capacity to support teacher and school leader training and development. TNTP has a track record of preparing school leaders to foster instructional excellence both through direct, site-based support and by working alongside partners and their districts. We propose a partnership with KCS that leverages its strengths and well-established systems while strategically addressing identified areas for growth to help the district reach its next level of success.

Our work is informed by our cutting-edge research. In TNTP's recent national report, *The Opportunity Myth,* we found that students spend much of their time in school without access to four key resources: grade-appropriate assignments, strong instruction, deep engagement, and teachers who hold high expectations. Students of color, students from low-income families, English language learners, and students with mild to moderate disabilities have even less access to these resources than their peers, leading to fewer opportunities to prepare for college and careers of their choice. Similar findings are echoed in the Public Consulting Group's recent report on special education in KCS.[6] In alignment with KCS's priority of *Success for Every Student*, we ground our work in the principles of *All Means All*, which means tending to students who have been traditionally furthest from opportunities in order to significantly improve outcomes for all learners. School leaders and instructional coaches can play a pivotal role in this shift to build more rigorous and engaging learning experiences for all students by strengthening and aligning existing coaching structures, routines, and classroom observation that elevate the four resources and suggest concrete next steps for teacher practice.

In our latest report, *The Opportunity Makers: How a Diverse Group of Public Schools Helps Students Catch Up—and How Far More Can*, we shine a spotlight on a small group of elementary and middle schools across the nation (just five percent of the nearly 28,000 we studied) that consistently help their students gain more than 1.3 years of learning per academic year. At a time when most students who fall behind stay behind, The Opportunity Makers highlights what's already working in schools across the nation and provides a free, open-source toolkit to help others achieve these same trajectory-changing results.

In line with this research and our best thinking on instructional support, TNTP proposes a series of practice-oriented learning experiences for KCS school leadership teams. We propose to frame all aspects of this work through an "improvement science" lens. Most improvement science literature centers on the idea that rapid testing of changes in practice can guide the development, revision, and fine-tuning of new approaches to ensure changes lead to improvement and progress toward key objectives. This ongoing testing should focus on three questions:

1. What, specifically, is the problem we are trying to solve?

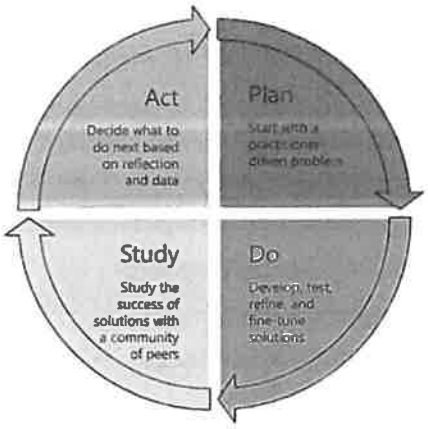
2. What change might we introduce and why?

3. How will we know that change is actually an improvement?

This approach has successfully guided much of TNTP's previous academic work, including work related to professional development for teachers and developing vision and coaching skills for district-level and school-level leaders. We often apply the Plan-Do-Study-Act (PDSA) improvement science framework,

[6] https://www.wbir.com/article/news/education/kcs-special-education-knoxville-report/51-1028a089-be3f-40c3-829d-73bd85324c09

shown below. Using this cycle, each member of a professional learning community works to specify a problem of practice, designs a change or action to address that problem, studies the success of the action, and uses related data to inform next steps. We often call this "one next thing" coaching, as participants remain focused on bite-sized, immediate action steps to improve their practice.



Our Priorities

To execute on the approach outlined above, TNTP can provide curriculum-embedded professional learning across grade levels (PK–12) and content areas. Our proposal below focuses primarily on math, ELA, and science in the K-12 grades as emphasized in Addendum I to this RFP. However, it is safe to assume a similar approach is feasible, upon request, for other subjects. We understand that school leaders will retain autonomy in selecting services and shaping support for their individual school contexts. The components outlined below represent a comprehensive, phased scope and sequence, but they can also be incorporated as a flexible menu of service options tailored to individual school needs.

Our proposed focus for the partnership includes the following four priorities:

- **Priority 1 – Needs Assessment and Landscape Analysis:** Develop a clear understanding of current instructional practice and professional learning by examining classroom instruction, student work, and PD resources.
- **Priority 2 – Vision Setting and Strategy Building:** Support school leaders to develop a comprehensive vision and strategy to improve instructional outcomes for all students.
- **Priority 3 – Ongoing Capacity Building:** Build the capacity of school leaders and their leadership teams to recognize strong instruction and drive improvements in practice.
- **Priority 4 – Progress Monitoring:** Monitor progress toward a shared vision for excellent instruction and adjust course as necessary to achieve the vision.

Priority 1: Needs Assessment and Landscape Analysis
We know high-quality professional learning is critical to meeting the needs of school and district leaders who desire to strengthen and accelerate their ability to serve as effective leaders in service of the equity students deserve. As a starting point of our work with KCS, TNTP will engage a range of stakeholders to understand the needs of leaders and teachers across the school and review key data to understand current state of instruction and ensure our work together is prioritizing the leadership skills and instructional tools that will best allow leaders to increase their impact for teachers and students. We will explore student data trends, successes, challenges, and opportunities to inform professional development using existing data and fill any data gaps with our own research.

Our needs assessment process is based on the methods used in our seminal study, *The Opportunity Myth*, and consists of observations of classroom instruction, collection and review of assignments and samples of student work on those assignments, and interviews and/or focus groups with teachers and school leaders. Collection and analysis of these data are aimed at answering the following questions, to set the stage for district vision-setting and coach/leader capacity building:

- To what extent are adopted HQIM being used with fidelity?
- How often are students provided grade-level content during math, literacy, and science instruction?
- How do teachers and leaders expect students to perform on grade-level standards?
- What is the vision for excellent instruction in math, literacy, and science? How are teachers supported to bring that vision to life through the materials and professional development they receive?

- How do school leaders perceive the level of support they receive to deepen their knowledge of grade-level standards and to support teachers to provide excellent instruction with HQIM?

TNTP can also conduct a culture survey. Having reliable data around a school's instructional culture is a critical step in knowing what issues to address. TNTP will also lead a survey of the existing professional learning efforts and resources currently in use with leaders, assessing the degree to which materials and professional learning offerings are designed to align to district-provided HQIM. Supplemented by the information on curricula and materials already gathered, our culture survey will answer the following questions:

- What are stakeholders' understanding of, and investment in, the school's vision of excellent instruction?
- What is the strength of leadership practices at the school?
- What professional learning is currently offered, and what resources are allocated to it?
- What is currently offered district-wide and at the school level?
- How can TNTP design PD to be most responsive to the school's needs?

Educators complete the survey three times per year, supporting a cycle of continuous improvement and allowing school leaders to get a pulse check on their progress before the end of the school year.

Priority 2: Vision Setting and Strategy Building

With results of the needs assessment and culture survey in mind, TNTP will work with school leaders to develop a comprehensive vision and strategy to improve instructional outcomes for all students, including students in state-identified groups. School leaders should be the champion of excellence in their buildings, holding a high and consistent bar for what rigorous instruction and HQIM implementation looks like. They must be able to assess both the quality of teaching and build systems, processes, and resources to help educators improve. To guide those efforts, it is important that leaders have the space and time to build a shared vision of instructional excellence and HQIM implementation grounded in a shared understanding of the Tennessee Academic Standards and the instructional shifts required for college- and career-ready teaching and learning.

TNTP will work directly with the school leadership to support the articulation of this vision and draft the plan to achieve it. The vision and action plan may be drafted through a virtual or in-person retreat, or a series of strategic planning sessions. In past projects, we have structured this as a two-day retreat but we can adjust the format to align with the needs and goals of the school. During the retreat, we will specifically collaborate to execute the *Plan* stage of the PDSA cycle, including the following work:

- Define a **common vision for excellent literacy, math, and/or science instruction** that reflects the research behind effective instruction, the instructional shifts required by Tennessee's rigorous standards, and the design principles that informed the district's adopted curricula.
- Draft a **comprehensive plan to achieve this vision**, including a plan for leader and teacher development, and a plan to monitor and report on strategy and progress transparently.
- Set ambitious **goals for changes in teacher practice and student learning** and set a plan for reflection on progress and refinement of strategy at key benchmarks.

A sample scope is included below:

Day	Session	Objectives
1	Academic Excellence and the Role of the School Leader in Instructional Coherence	• Define instructional coherence and explain why instructional coherence is critical to accelerating instruction, improving student outcomes, and building a system that centers on the student experience and supports students on a path to economic and social mobility. • Reflect on your community and identify the components or conditions of instructional coherence that are in our locus of control as leaders. • Understand the impacts of incoherent instruction on learning acceleration at the classroom level in literacy, math, and science and particularly for students furthest from opportunity. • Using TNTP's Instructional Coherence Self-Assessment, (included in the Addendum), reflect on the instructional beliefs, policies, and practices that must be learned and unlearned, to achieve accelerated instruction and coherence.
	Establishing a Shared Vision for Rigorous Instruction – Norming	• Create a shared vision for rigorous instruction that creates a coherent experience for students and teachers • Calibrate on rigorous instruction using the observation tool and student work analysis protocol • Analyze classroom practice and identify high leverage feedback • Articulate how teachers and leaders will monitor their impact on student learning through routine student work analysis • Diagnose the current state of teaching and learning against this vision
2	The Observation Feedback Cycle and Effective Feedback	• Describe the observation feedback cycle (OFC) and explain the steps to effective feedback and common pitfalls • Prioritize a high leverage development area and bite-sized feedback for a teacher based on low-inference data from an observation • Articulate how the quality of evidence gathered influences our ability to rate teachers accurately and give them useful feedback
	The Observation Feedback Cycle: Teacher Development Goals	• Articulate the characteristics and purpose of teacher development goals • Practice generating high leverage teacher development goals • Improve your ability to identify the key action steps in classroom observation and give effective feedback that invests teachers and supports their implementation of high quality instructional materials
	The Observation Feedback Cycle: Connecting Action Steps to Goals	• Generate and sequence action steps to move teachers

		toward their agreed upon goals • Articulate bite-sized action steps that will lead teachers to achieve their goals • Practice identifying curriculum-based resources to share during feedback conversations that support teachers in meeting their goals and improving instruction
	Analyzing School Level Data - Setting Measurable School Goals	• Analyze school level data at a range of levels (grade, department) • Implement a coherence self-assessment to gauge the current state of instructional coherence within a system • Define quality criteria for measurable school level goals • Determine priority areas for school improvement and draft goals
	Planning for Coherence to Achieve the Vision for Rigorous Instruction	• Develop strategic action plans that build instructional coherence with evidence-based instructional strategies and high-quality instructional materials that are rooted in the Vision for Rigorous Instruction • Use coherence self-assessment data to incorporate a plan to build and sustain a culture of learning that leads to improved student outcomes • Understand how to engage in cycles of continuous improvement, grounded in data from classroom observations and student work analysis, to drive improvements in student growth and teacher practice

Priority 3: Ongoing School Leadership Capacity Building

To reach the intended depth of instructional change Knox County Schools is seeking and to sustain that change, school leaders will need to continually build their own knowledge about the current state of instruction in their schools in the context of the district's articulated vision for excellence, and they will need to drive improvements in practice and student learning.

Under Priority 3, TNTP will design and implement a professional learning community (PLC) series for school leaders and their leadership teams focused on 1) deepening understanding of the vision for excellent HQIM implementation and 2) supporting improvements in teacher practice. We believe that principals are the leaders of this work in their buildings and strongly recommend that principals engage in the PLCs.

The PLC will provide a framework for school-level implementation of a PDSA cycle in which knowledge building and application in the PLC sessions generate a clear plan that participants then enact in the school. During each PLC session, school leadership teams will spend a day building (and reinforcing) shared understanding of the vision for excellent instruction. In addition, the PLC will provide frequent opportunities to observe instruction. We will ground the work in the need to provide an equitable experience for all students, including English language learners and students with learning and thinking differences.

The PLC will consist of three main components:

1. **Professional learning (knowledge building)**: Our work will support leadership teams to deeply understand the demands of the Tennessee ELA, Math, and Science standards, to understand how those standards are reflected in adopted HQIM, and to consider how to develop teachers to improve the student experience in classrooms.

Through interactive learning sessions, we will:

- Develop an understanding of the shifts called for by the TN ELA, Math, and Science Standards.
- Use the Knox County Schools vision of excellent instruction to deepen leaders' understanding of excellent instruction and illustrate it with examples—including examples from the HQIM in use in Knox County, such as student tasks and videos of instruction.
- Examine how adopted HQIM reflect the demands of the standards and vision of excellent instruction. TNTP will collaborate with school leaders to create a scope and sequence for the PLC series at the start of our partnership. This plan will be a living document, as the content of PLCs will be data-driven based on data collected through learning walks, student work analysis, and feedback from school leaders. The table below illustrates a sample of PLC session key learnings for ELA, Math, and/or Science. All content would be grounded in examples from the instructional materials in use across Knox County Schools.

Learning Cycle	ELA	Math	Science
1	**Key Content:** reading comprehension and the importance of keeping complex texts at the center of instruction *How do we use a text's **central understanding and specific complexity demands** to inform planning that keeps text at the center of instruction? What moves can we make to support all students to access complex text while leaving the cognitive lift to students?*[8]	**Key Content:** The structure of the TN Standards supports all students to learn mathematics at high levels. *How do we disrupt current narratives to ensure the expectation is that **all students can learn mathematics at high levels**? How did cognitive science research guide the development and structure of the of TN Standards: **focus, coherence, and rigor?** How does the design and content of the curriculum support instruction to **reach all learners**? How can **analysis of student work** help us understand student performance and experience and adjust instruction accordingly?*	**Key Content:** The structure of the new TN Standards supports all students to learn science at high levels and develop supportive learning environments where students can develop knowledge and skills needed for post-secondary and career pursuits. *How do the **learning progressions** embedded into the TN Standards support an interconnected understanding of science? How do we use the **coherence** built into our curriculum to take an **acceleration** versus remedial approach to engaging students with **grade-level content**?*
2	**Key Content:** reading and writing as a reciprocal process[9], and the importance of evidence-based discussion and writing	**Key Content:** The coherence of the standards supports increased independence and acceleration of students' mathematical learning.	**Key Content:** the new TN science curriculum integrates engineering and technology to engage students in scientific inquiry and problem solving

	*What do **intentionally sequenced questions** that keep students grounded in the text **look like in practice**? How can we integrate writing and student talk to ensure all students are effectively supported with the work of the lesson? What protocols and routines deepen discourse and support English Language learners and/or students with learning and thinking differences to engage fully?*[10]	*How do we support teaching organized to create an **interconnected understanding** of mathematics and a **meta-cognitive approach** to learning? How do the **learning progressions** embedded into the TN Standards support an interconnected understanding of mathematics? How do we use the **coherence** built into our curriculum to take an **acceleration** versus remedial approach to engaging students with **grade-level content**?*	*How do we support teachers in building students' understanding of **scientific and engineering ideas** through the **practices of inquiry and discourse**? How do we use **research and evidence-based practices** suggested by HQIM to help students make meaning of the world?*
3	**Key Content:** reading comprehension and the role of content knowledge and vocabulary[11] *How do strong **text sets** build content knowledge and vocabulary for students? How do we enhance the learning experiences of students far behind or with language needs? How can **analysis of student work** help us understand student performance and experience and adjust instruction accordingly?*	**Key Content:** The standards for mathematical practice develop the processes and habits of mind necessary for engaging in increasingly complex mathematics. *What are the **connections** between the standards for mathematical practice and the content standards? How do we identify opportunities in the curriculum for students to develop in the standards for mathematical practice? How can we use **instructional reasoning routines** to intentionally **incorporate the mathematical practices** into instruction?*	**Key Content:** Explore scientific phenomena and build science knowledge and skills *How do we build progressively more complex explanations of science and natural phenomena across grade-levels? How do we identify opportunities in the curriculum for students to build exposure to phenomena and solve problems using models?*
4	**Key Content:** developing reading fluency in secondary classrooms *How do we effectively develop **students' ability to read fluently** while also **exposing them to rigorous, grade-appropriate texts?** What strategies can be used in secondary classrooms to*	**Key Content:** The language of mathematics is an integral part of learning mathematics. *How do mathematical understandings and **mathematical language** develop interdependently? How do we use our curriculum materials to incorporate meaningful*	**Key Content:** Effective communication within a scientific context requires students to apply literacy skills in reading, vocabulary, speaking and listening, and writing *How do mathematical skills and **science literacy** develop interdependently? How*

	promote fluent reading in an effective and efficient way?	*discourse into daily instruction? How can* ***Math Language Routines***[12] *(MLRs) support* ***equity-based teaching practices****?*[13]	*do we use our curriculum materials to incorporate meaningful discourse into daily instruction?*

These are sample topics. Actual topics and sequence would be determined in collaboration with district and school leaders and will be aligned to any related district and school systems and structures. In addition, learning around reading foundational skills can be added as needed.

2. **Vision Walks (application)**: Learning sessions for school leaders will be coupled with a chance to apply the learning in the field through a classroom walkthrough protocol. On alternating months, TNTP staff will conduct side-by-side classroom walkthroughs (which can be done either in-person or virtually) with small teams of school leaders. During these walks, school leaders will:
   - Norm on the vision and build shared expectations for excellent instruction
   - Surface trends in instruction and identify the conditions that lead to successful implementation of standards-aligned curricula in classrooms
   - Collect data to inform modifications to the comprehensive plan to improve academic outcomes and implementation of HQIM across the district

Participants will have the opportunity, in small groups, to do a walkthrough looking for evidence of the vision for excellent instruction in ELA, math, and/or science and the particular focus of the learning cycle. This work will build the capacity of district leaders to use the walkthrough model as a strategic progress monitoring tool and provide ongoing normed progress monitoring data to the district. Walkthroughs will be led by TNTP staff and, as capacity is built, district or building leaders can take on more of a leadership role. District leaders are welcomed and encouraged to join TNTP and school leaders for all instructional walkthroughs.

3. **Bringing to Action (reflection and action)**: Through the course of professional learning and vision walks, TNTP will provide school leaders with tools to monitor progress toward the vision of excellent instruction, as well as resources to support schools with implementation of the vision with HQIM. These resources may include, for example, lesson preparation protocols, observation protocols, and student work analysis protocols. In the final portion of each learning cycle, participants will plan how to bring their learning to their buildings and leadership teams.

Following each PLC session, participants will collect data on HQIM implementation. The start of the next session will provide an opportunity to reflect on implementation and refine strategy. In this way, the PLCs will align to the improvement science (PDSA) model outlined above.

Priority 4: Progress Monitoring

Under Priority 4, TNTP will support school leaders to monitor progress toward a shared vision for excellent instruction in ELA, Math, and Science and adjust course as necessary to achieve the vision. The desired changes in student outcomes, as measured by state assessments, will take time and relentless focus. To maintain investment and sustain change, it will be imperative that Knox County and its schools measure progress on leading indicators, like those collected during the needs assessment, including the extent to which lessons reflect the TN Standards and the extent to which teachers are implementing HQIM with integrity. TNTP has found these leading indicators to be useful guideposts as districts work to build capacity throughout the system to implement a strong vision of instruction.

Throughout our classroom walks with leaders, TNTP will collect data using the same tools and metrics used in The Opportunity Myth to gauge the quality of instruction and the alignment of student assignments to TN Standards. This will provide a quantitative window into the student experience. At the

mid- and end-point of the year, we will provide updates to district and school leadership on the data collected and recommended next steps in a formal report to inform ongoing strategy. In addition, these progress monitoring data points provide a useful and practical way for Knox County leaders to determine if their strategic plan is working and to complete the "study" phase of the improvement science (PDSA) framework. Ongoing strategy can be tweaked and refined based on the data to continue the PDSA cycle.

As mentioned in Priority 1, TNTP will also readminister the culture survey at the contract's halfway point, supporting a cycle of continuous improvement and allowing school leaders to get a pulse check on their progress before the end of the school year.

Should the district or school desire to engage in more robust progress monitoring, including teacher and leader perceptions of the adopted materials, quality of implementation, and district and vendor supports, TNTP can conduct twice-yearly teacher and leader focus groups or other stakeholder engagement opportunities like surveys. TNTP is also open to providing additional support to the district in responding to the data gathered through in-person or virtual step-backs, during which we will analyze the data side-by-side with Knox County Schools leaders and set next steps for implementation.

Tab IV. Delivery of Services

Success in implementing the priorities outlined above will require a carefully orchestrated and executed change management strategy that motivates and supports leaders and teachers to reorient their daily work. The tables below illustrate how the project team can deliver on the phases explained above, as well as what structures and deliverables a school will receive during each phase of implementation. The suggested phases and timeline below are designed with a 12-month sequence in mind. Note that the structure of the proposed timeline may vary, depending on the needs of a school and the start date of TNTP's partnership. We will work with district and school leaders to develop a timeline that is most appropriate for the desired scope of work. In addition, we have provided sample strategic priorities and benchmarks for each phase of support. Exact benchmarks will be established in collaboration with district or school leadership.

Sample Timeline and Delivery of Services

Phase I: Starting Strong (Months 1-3)

Essential Question: What is the current state of instruction? What is the school's vision for enhancing teaching and learning?

This phase is focused on assessing current instruction, building a shared vision for literacy, math, and/or science across the school and/or district, and introducing and establishing instructional tools to support the vision.

Example Support Strategies	Sample Strategic Priorities and Benchmarks
Initial Diagnostic/Needs Assessment (Priority 1): • TNTP will conduct an initial needs assessment (including observations, student work analysis, and stakeholder engagement) at the start of the partnership. Our work will include analysis and reporting from which we can identify current trends in the state of materials implementation and student experiences. This will drive initial vision and goal setting and support TNTP in adjusting proposed supports to meet the unique needs of the school. • **Deliverables:** Needs Assessment Report and Culture Survey Results *Vision Setting and Strategy Building (Priority 2)*: • TNTP will lead a vision setting retreat (virtually or in person), to support leaders in understanding the needs assessment data, defining a common vision for excellent instruction using strong materials, and developing a comprehensive strategy and goals for achieving that vision through implementation. • Virtual strategy calls	*Teachers*: • Most teachers deliver units and lessons with fidelity – as written and intended by the curriculum. • Can identify the purpose of each lesson during unit and lesson preparation protocols • Build trust and confidence in the unit and lesson materials • Begin to identify what works and what doesn't for them and their students • Sample Target: 80%+ of classrooms demonstrate strong Core Action 1 results in ELA and in Math • Sample Target: 20%+ of classrooms demonstrate improvement in Core Action 2 in ELA and Math *Schools*: • Establish consistent school-level teacher development structures (PLCs, observation/feedback loops) to support instruction • Instructional team members can independently facilitate preparation protocols.

- **Deliverables:** Content and materials for two-day vision-setting retreat or a series of retreat sessions

Ongoing Capacity Building (Priority 3):

- TNTP will lead the first school leader PLC, with content to be determined and differentiated for ELA, Math, and/or Science based on trends and information from the needs assessment, likely focusing on implementation of preparation protocols specific to selected instructional materials.
- **Deliverables:** Content and materials for first school leader PLC; materials-specific unit and lesson preparation protocols

Phase II: Honing Our Craft (Months 4-6)

Essential Question: How do we hone our craft to implement strong materials with increasing success?

Once teachers have established basic routines in the use of the materials, this phase pushes them toward more successful implementation through deeper planning, feedback, and reflection.

Example Support Strategies

Ongoing Capacity Building (Priority 3):

- School leaders deepen understanding of the preparation protocols to unpack the essential understandings and critical text-dependent questions for teachers to attend to (ELA).
- School leaders will work with new protocols, including student work analysis in order to support teachers to make strong choices in implementation (ELA, Math, and Science).
- School leaders will learn and practice skills for delivering effective feedback and coaching to support teacher growth.
- **Deliverables:** Content, materials, and facilitation for school leader PLC.

Progress Monitoring (Priority 4):

- TNTP will deliver a mid-contract assessment of progress to goals and will work with district leadership to adjust strategy and goals as necessary.
- TNTP will readminister culture survey allowing school leaders to get a pulse check on their progress before the end of the school year.

Sample Strategic Priorities and Benchmarks

Teachers:

- All teachers regularly implement materials with fidelity
- Make modifications to materials that do not decrease rigor of content, but enhance to meet the needs of their students
- Regularly and systematically engage in protocols for unit and lesson preparation; take on increasing independence in lesson preparation
- Mindsets reflect high expectations for what students can accomplish
- Sample Target: 35%+ of classes improve in Core Action 2 in ELA and Math

Schools:

- Instructional coaching time devoted to literacy, math, and science is spent on high-leverage activities aligned to the school's priorities and the role of the instructional team members; teachers receive regular feedback aligned to observation tools and materials
- Teachers can articulate the school's priorities for literacy, math, and science instruction and the role the materials play in the vision
- Can accurately evaluate classrooms using walkthrough tools and can use the core

• **Deliverables:** Progress monitoring report and culture survey results	actions to set priorities for the school and drive improvements in teacher development • Principal can connect instructional coach role and priorities to larger school improvement goals

Phase III: Refining Practice to Reach All Students (Months 7-9)

Essential Question: How do I make strategic adjustments and decisions to improve impact for ALL students?

This phase builds on a foundation of strong instruction and aims to have teachers and leaders make strategic decisions to improve the impact of materials for students.

Example Support Strategies	Sample Strategic Priorities and Benchmarks
Ongoing Capacity Building (Priority 3): • Instructional leadership team members will continue to collaborate on supporting teachers and strategic modifications to materials to reach all learners; the student work analysis protocol will be introduced to support teachers to use student data to make instructional decisions that accelerate rather than remediate content. • Instructional leaders will dig deeper into resources within and outside of the curriculum that support teachers to reach all learners (e.g., refining fluency routines at the secondary level; utilizing the student support resources embedded in ELA, Math, and Science instructional materials; incorporating Math Language Routines, providing "just in time" support so all students learn grade-level content). • Leaders will continue to learn and practice skills for delivering effective feedback and coaching to support teacher growth. • **Deliverables:** Content, materials, and facilitation for school leader PLC. *Progress Monitoring (Priority 4):* • Ongoing data collection during PLCs	Teachers: • Deeply internalize content and routines in each curriculum and understand desired results for learners, how students will demonstrate results, and how lesson experiences build to the desired results • Deliver units and lessons with integrity, maintaining the intent of the curriculum but making strategic adjustments and decisions to improve the impact for students • Sample Target: 60%+ of classrooms have strong Core Action 2 results in ELA and Math Schools: • Provide teachers with curriculum-specific support to deepen and refine teacher unit/lesson preparation with a focus on desired results for learners • Introduce and support the use of new protocols, including task analysis • Provide teachers with regular observation and feedback cycles to support their effective implementation of materials

Phase IV: Sustaining Momentum (Months 10-11)

Essential Question: How do I empower my students to own their learning?

This phase builds on the previous phases and aims to have teachers and leaders reflectively practice such that increasing numbers of students are responsible for the cognitive load in classrooms. It also

provides opportunity for reflection and preparation for the following school year, semester, or quarter, depending on the timing of work.

Example Support Strategies	Sample Strategic Priorities and Benchmarks
Ongoing Capacity Building (Priority 3): • School leaders will continue to dig into the resources and work with other resources provided by TNTP to identify specific strategies to support student ownership of learning and thinking (e.g., total participation techniques, protocols for academic student discourse, additional routines to incorporate the Math and Science Practices). • School leaders will work with new protocols aimed at supporting teachers in development in student ownership, including video analysis. • Instructional leaders will dig deeper into resources within and outside of the curriculum that support teachers to reach all learners (e.g., refining fluency routines at the secondary level; utilizing the student support resources embedded in ELA, Math, and Science instructional materials; incorporating Math Language Routines). • Leaders will continue to learn and practice skills for delivering effective feedback and coaching to support teacher growth. • **Deliverables:** Content, materials, and facilitation for school leader PLC. *Progress Monitoring (Priority 4):* • Ongoing data collection during PLCs	Teachers: • Empower students to own their learning • Establish regular routines and engage in consistent protocols for reflection on student learning • Establish and employ instructional strategies that give all students the chance to do the cognitive work and deeply engage in their learning • Sample Target: 30%+ of classrooms demonstrate strong Core Action 3 results • Sample Target: 60%+ of classrooms demonstrate strong overall ratings for all 3 Core Actions Schools: • Provide teachers with ongoing support to reflect on practice and outcomes in one-on-one coaching and grade level PLCs. Introduce video analysis protocol and support its use as part of the reflective process. • Introduce specific instructional strategies that will provide more students the chance to own the thinking and support teachers to include these in their lesson preparation

Phase V: Supporting Sustainability (Months 12 and beyond)

Essential Question: How do we ensure our systems and structures support sustainability of change over time?

This phase aims to build increased independence with schools in their second year of implementation by providing the opportunity to reflect on and systematize elements of implementation that have worked over time.

Example Support Strategies	Sample Strategic Priorities and Benchmarks
Ongoing Capacity Building (Priority 3): • Instructional team members reflect on successes and challenges and codify systems and structures that led to positive outcomes.	Teachers: • Continue to refine practice to improve outcomes for students, including through collaboration with peers and instructional coaches

- **Deliverables:** Protocols for leaders to craft strategy to sustain/support future progress

Progress Monitoring (Priority 4):

- TNTP will deliver an end-of-contract assessment of progress to goals and will work with district leadership to identify high-leverage actions to support and sustain progress in the future.
- **Deliverables:** Final progress monitoring report

- Continue making strategic choices in preparation and implementation of the materials
- Sample Target: Consistent practice in Core Actions 1 and 2 and overall alignment; consistently improving practice on Core Action 3 (math and ELA)

Schools:

- Establish priorities, routines, and systems to support and sustain the work beyond high-touch support

The timeline above outlines one year of support, but we know from our experience and research that changing instructional practice and student outcomes at scale can take more than one year. Therefore, TNTP is open to providing ongoing support on the priorities listed above. We will draw on our experience working on multi-year academic projects across Tennessee and the country, as well as the rich school-specific data set we will collect, to build on the successes of the first year of support and address ongoing gaps to continually drive improvement.

Goals & Evaluation

In addition to benchmarks outlined above, as well as data collected through needs assessment and progress monitoring, TNTP would continually monitor the success of our professional development efforts. To measure the success of our professional development, TNTP applies Thomas Guskey's (2002) model for program evaluation.14 Guskey outlines five levels for assessing program success, including (1) participants' reactions, (2) participants' learning, (3) organization support and change, (4) participants' use of new knowledge and skills, and (5) student learning outcomes. A positive change in student learning outcomes is the overarching goal toward which other aspects of the program build. In our work with Knox County Schools, TNTP will use program evaluation metrics like those outlined below to measure progress toward our goals. TNTP will partner with Knox County leaders to finalize goals and evaluation metrics to ensure they align with the district's priorities for teacher and student growth.

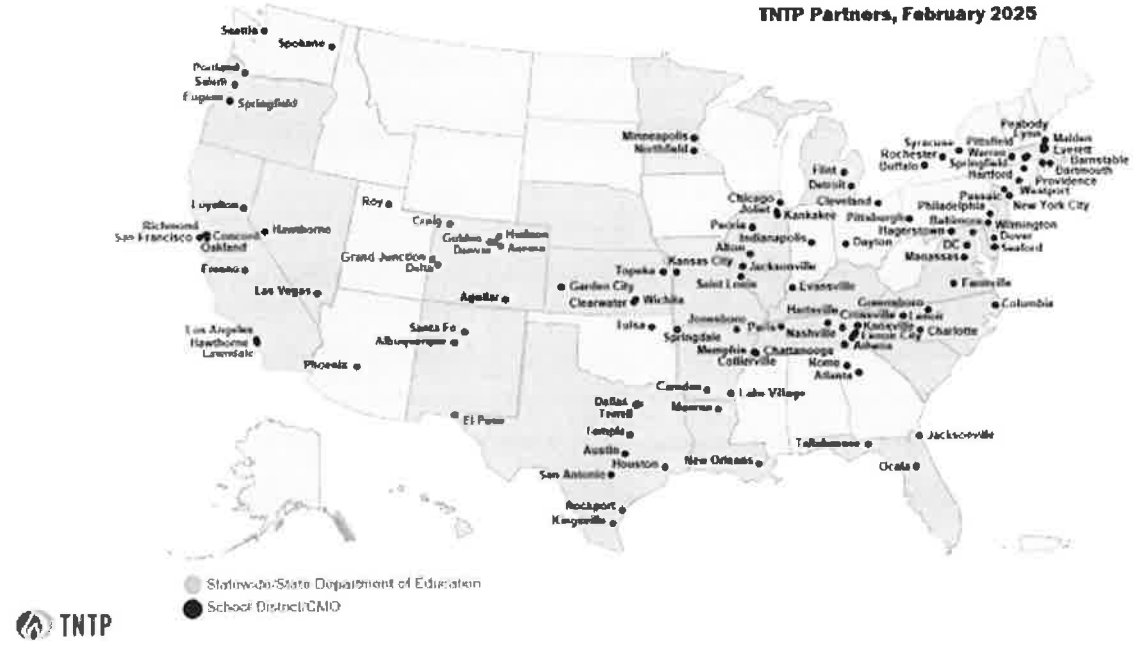
Program Evaluation Level	Example Metrics	Possible Data Sources
Participants' Reactions	• % of participants who agree they are more prepared to deliver or support effective instruction with HQIM • % of participants who enjoy professional development opportunities	• teacher surveys or exit tickets • coach surveys or exit tickets
Participants' Learning	• % of participants who demonstrate increased understanding of key knowledge or skills following professional development	• pre- and post-PD self-assessments • participant models or demonstrations • participant knowledge surveys

Organization Support and Change	• % of participants who perceive district investment in instructional practices	• teacher survey • coach surveys • leader surveys
Participants' Use of New Knowledge and Skills	• % of participants who attempt to implement new skills • quality of application or implementation	• instructional observation data • participant lesson plans
Student Learning Outcomes	• % of students who have opportunities to engage with grade-level, standards-aligned assignments • % of students who are successful on grade-level, standards-aligned assignments	• student work analysis • student assessments • observation of student engagement and discourse

Tab V. Experience and References

For over 25 years, TNTP has provided executive coaching and strategic advising to many of our partners. We bring a wealth of experience across the state and nation, focused on helping systems coalesce around a shared vision of effective instruction and on building knowledge, skills, and support systems to help all teachers deliver on that vision. Below please find examples of our recent projects.

TNTP is currently partnering with 6,000 districts across 36 states, ranging from small rural districts to those that serve the nation's largest student populations.



We have specific experience in literacy nationwide, but especially in TN, having helped many districts with building a vision for instruction with senior instructional leaders. Our organization brings a longstanding commitment to the students of Tennessee.

Our Experience Supporting Districts in Tennessee

Tennessee Department of Education. TNTP partnered at the systems level across the state of Tennessee to coach and support district and school leaders to improve teacher practice and improve outcomes for students. From March 2016 - 2019, TNTP worked closely with Tennessee SCORE (the State Collaborative on Reforming Education) and LIFT (Leading Innovation for Tennessee Education), a group of TN superintendents working together to improve literacy outcomes and create transformational change. TNTP experts partnered with these districts to build knowledge, skill, and investment in evidence-based instruction using high-quality instructional materials. We helped build leaders' capacity to use tools such as Student Achievement Partners' Instructional Practice Guide and the EQuIP student work protocol as well as transformational leadership skills. After three years of implementation support, TN LIFT districts demonstrated sustained improvement in K-5 ELA:

- Classroom instruction: Nearly 60% of lessons observed during SY2019-2020 showed some or full alignment to the Tennessee ELA standards (compared to 6% in the initial reviews).
- Student learning: 62% of students met the demands of grade-level standards on assignments, compared with 5% during initial reviews.

From 2021 - 2023, TNTP trained PK-5 teachers across the state of Tennessee in 1) the research and science behind how students learn to read and 2) the effective implementation of high-quality instructional materials aligned to the science and best practices. TNTP provided teachers an online, asynchronous course based on research and the science of early literacy. Teachers learned key principles including phonemic and phonological awareness, phonics, fluency, vocabulary and comprehension. TNTP then led an in-person, five-day course that focused on analyzing and implementing Tennessee's early literacy curriculum. This training helped illustrate what Science of Reading instruction looks like using high-quality instructional materials (HQIM). Teachers were able to deeply understand their instructional materials and to plan and practice delivery of lessons with the support of colleagues and experts.

TNTP trained 250 cohorts of teachers across the state every week in the summer of 2021, including education preparation providers. TNTP hired and trained over 50 facilitators for this purpose, and over 8,000 participants completed the course. The feedback from teachers on the program as a whole (asynchronous online learning and in-person training) has been overwhelmingly positive. In feedback surveys, the 8,000 plus teachers reported the following:

- 97.3% agreed that "The Early Reading Training has prepared me to better support my students in developing phonics-based reading skills." 63.7% Strongly Agreed
- 96.8% agreed that "I feel equipped to implement the skills I learned in the Early Reading Training in my classroom." 59.9% Strongly Agreed

For more information about our statewide literacy improvement work in the state of Tennessee, see this case study.

TNTP also served as the primary vendor for the Tennessee Department of Education's Early Literacy Network, in which TNTP directly supported 59 of the 92 districts in the network to improve early literacy practices. Through this partnership, TNTP provided customized early literacy assistance tailored to the specific requirements of each district while also offering aid and professional growth opportunities to educators and administrators statewide. Additionally, TNTP developed asynchronous online learning modules for teachers, providing guidance on specific topics related to Foundational Reading Skills instruction. The most recent TN state data revealed that from 2022 to 2023, in ELN districts, there was a 4.2% increase in 3rd -grade students scoring "Met" or "Exceeded Expectations" (formerly "On Track" or "Mastered") in ELA.

Metro Nashville Public Schools. For three years (2017-2020), TNTP partnered with **Metro Nashville** to help the district improve its quality of instruction. TNTP provided in-depth training to district leaders at central leadership meetings, as well as to school leaders and school-based literacy coaches at Curriculum and Instruction meetings. Professional learning focused on deepening understanding of the design of the TN ELA Standards, the instructional shifts, and the core actions for ELA. District leaders learned collaboratively through interactive professional learning sessions as well as vision walkthroughs led by TNTP experts. TNTP has advised MNPS's CAO on literacy strategy and specific modifications to the district's Core Actions Walkthrough Tool to align to district needs as well as the research and design behind Student Achievement Partners' original Instructional Practice Guide. TNTP has supported MNPS in ongoing progress monitoring in ELA classrooms to show progress and provide recommendations for the district to improve instruction and alignment to the TN ELA Standards and shifts. In this work, TNTP visited a range of classrooms and collected data from observations, analyzed student assignments, and conducted interviews or surveys with teachers and leaders. We provided the district with a comprehensive snapshot of literacy instruction, as well as adult knowledge and beliefs around literacy, and supported our findings with tailored recommendations for the district.

In addition, TNTP supported the MNPS Schools of Innovation Office and several of their schools—elementary, middle, and high—in coaching work focused on ELA instruction using an improvement science lens. We operated with the theory of action that if we build the capacity of Innovation Schools' literacy coaches to effectively support teachers in standards-aligned literacy instruction grounded in strong materials, then teachers will plan and execute lessons aligned to the core actions in literacy and student outcomes will improve. We worked directly with school-based literacy coaches as well as the network literacy coaches in a range of settings: one-on-one coaching (in person and virtual), collaborative PLCs, training and professional learning sessions, and guided walkthroughs. Our work was in concert with the Schools of Innovation Office to support literacy leaders in the four components of their role (coach, student work expert, lesson preparation consultant, and literacy vision manager) and in using the Instructional Practice Guide. We partnered directly with principals in walkthroughs to build their vision and help them align systems and structures in their buildings to support implementation of strong materials.

In our work with MNPS, we saw tremendous results in our high-touch schools: stronger materials are in front of students, schools are moving out of turnaround status, and teachers are changing practice to align to state standards and instructional shifts. In particular, teachers and schools in their second year of implementation made great progress, which underscores the intense effort required by leaders and teachers to see impact in this work. For example, in 2017-2018, second-year implementers more than doubled the percent of classrooms where lessons fully reflected the shifts required by the TN Standards and demonstrated consistent overall positive performance between spring and summer.

Our National Experience

In addition to work in Tennessee, TNTP brings extensive experience supporting school districts and systems across the country in the four key areas of this proposal - **Needs Assessment and Landscape Analysis, Vision Setting and Strategy Building, Ongoing Capacity Building, and Progress Monitoring.**

Learning Acceleration Network (LAN): Since 2021 we have partnered with the Massachusetts Department of Elementary and Secondary Education to engage districts from across the Commonwealth in a three-year cohort learning experience focused on vision setting and capacity building to ensure teaching and learning in the pursuit of learning acceleration for all. District instructional leadership teams engage in professional learning and job-embedded support from TNTP to pursue academic strategies that will lead to improved student outcomes. Specifically, we support district instructional leadership teams to:

- Build their vision for excellent instruction in a targeted content area (i.e., instruction that is consistent with evidence-based practices, the Massachusetts Curriculum Frameworks, and responsive to the diverse needs of students in the district).
- Diagnose the current state of teaching and learning against this vision.
- Reflect on their current systems, structures and resources and consider how they contribute to student experiences and outcomes.
- Identify improvement priorities and operationalize a plan to reimagine current systems and structures to drive improvements in the targeted content area.
- Engage in cycles of continuous improvement, grounded in data on student experiences and outcomes, to drive improvements in the targeted content area.

There is evidence that, as a result of participating in the Network, more students in Learning Acceleration Network (LAN) districts are engaging with high-quality content and instruction that meets the demands of Massachusetts' rigorous standards.

Bastrop ISD (Texas). TNTP partnered with Bastrop ISD to strengthen instructional leadership across the district by developing a clear vision and sustainable systems for coaching and support. Over several months, we worked closely with district leaders to build their capacity through targeted professional development, a "train the trainer" model, and hands-on coaching aligned to five high-impact strategies.

Leaders engaged in active observation, provided specific feedback, and practiced instructional moves grounded in student data. We supported the codification of a district-wide Instructional Leadership Vision informed by classroom practice and stakeholder input. This work culminated in a 3-day Instructional Leadership Summit to launch the 2023-24 school year with shared goals and aligned expectations. Ongoing virtual and on-site coaching reinforced the vision through real-time feedback, monthly development sessions, and instructional walks.

As a result, BISD leaders are now equipped to independently lead and sustain high-quality instructional coaching across the district. As a continuation of TNTP's work with Bastrop ISD, TNTP has supported leaders and educators in their implementation of HQIM. Through TEA's Strong Foundations Implementation grant, TNTP has worked directly with LEAs at all stages of the HQIM implementation process to establish implementation best practices; develop teachers, Directors and school leaders; and support LEA leaders to manage change effectively. TNTP partnered with Bastrop ISD to strengthen instructional leadership and ensure high-quality instructional materials (HQIM) were effectively implemented across all grade bands. We facilitated a strategic planning retreat to align priorities for K–12 math and K–5 RLA, incorporating existing initiatives and continuous improvement strategies. District and school leaders received targeted professional learning and advising on HQIM best practices, change management, and progress monitoring. Together, we refined the Bastrop Coaching Model, updated key protocols to include support for multilingual learners, and aligned training content with district goals. Ongoing support included learning walks, customized coaching institutes, and TEA-aligned deliverables to ensure sustainability and readiness for future implementation cycles.

Maricopa County Education Service Agency, Arizona. TNTP led a series of professional learning sessions throughout 2024 with Maricopa County schools in Arizona to provide instructional coherence training and strategic advising aligned to learning acceleration. The goals of the series were to:

- Develop a shared vision for instructional coherence and learning acceleration across stakeholders (district leaders, school leaders, instructional leader, educators, classroom teachers, etc.).
- Identify the elements of this vision that are within the locus of control of each group of stakeholders.
- Build the knowledge and skills necessary for each stakeholder group to be able to support instructional coherence and learning acceleration within their locus of control, leveraging the system's existing resources.

During this AZ partnership, TNTP conducted professional development with district and campus leaders, led fall coherence empathy walks, and then implemented this training and support model in four different districts (Tolleson Elementary, Phoenix Elementary, Liberty Elementary, and Nadaburg Unified) across Maricopa County, tailoring the approach to meet the unique needs of each context. Professional learning session participants consistently rated the session highly, with most awarding top marks (5 out of 5) across dimensions such as presenter effectiveness, opportunities for practice, practical content, and overall session value. Many appreciated the tools and time provided to "walk in the shoes" of students and examine the real-world impact of their decisions.

Passaic Public Schools, New Jersey. Since 2021, TNTP has partnered with Passaic Public Schools in New Jersey to improve the academic experiences of students across Grades K-12. The work began with an audit of assessments, instructional materials, and classroom practices and has evolved to focus on the selection and implementation of newly adopted instructional materials, including Amplify CKLA and Amplify Caminos. Our work in Passaic has also included a significant dual language focus, with a targeted effort support bilingual literacy classroom instruction.

Passaic began implementing the new curriculum in the 2022-2023 school year, and early figures showed immense promise. The percentage of in-class lessons using grade-level content jumped from just 47% in October 2021 to 90% in November 2022, while the percentage of assignments with grade-level content increased from 45% to 79%. The new curriculum strongly impacted the in-class teaching, with the percentage of lessons with strong instruction jumping from 19% in October 2021 to 50% in November 2022. More than 80% of teachers feel that the instructional materials benefit their students, and more than half

feel students are more engaged with the new curriculum than with the old one. In addition, leaders were encouraged by the fact that students mastered grade-level standards as soon as they had the chance. In October 2021, students were meeting grade-level standards in only 30% of their work; by April 2023, that figure had climbed to 74%. Bilingual classrooms demonstrated comparable growth to non-bilingual classrooms, with grade-appropriate assignments increasing from 17% to 50% and lessons with strong instruction increasing from 17% to 50%. For a more detailed information on our partnership with Passaic Public Schools see this case study.

Organization Overview

TNTP is the leading research, policy, and practice organization dedicated to transforming America's public education system to meet the needs of tomorrow—for students, families, communities, and the nation. Our mission is to create multiple pathways for young people to achieve academic, economic, and social mobility, leading to thriving lives in adulthood. An education nonprofit since 1997, TNTP has grown from preparing new teachers to supporting school systems serving over 40 percent of students in the United States. Today, we work side by side with educators, system leaders, and communities across 42 states and in more than 6,000 districts nationwide to reach ambitious goals for student success.

We have deep experience working with school systems and communities serving a high percentage of historically underserved young people, including students experiencing poverty, students of color, multilingual learners, students with disabilities, and students with learning and thinking differences. TNTP's nationwide reach allows us to design, share, and deliver promising innovations at a scale few other organizations can match. As we work alongside communities, we combine insight, courage, and action to conceive scalable solutions that address complex challenges from the classroom to the systems level. Through research and publications, we share what we are learning, promote practical solutions, and engage diverse stakeholders in dialogue and debate about issues of educational equity.

Our groundbreaking original research has inspired changes to policies and practices across the country, beyond the schools where we work directly. *The Opportunity Myth* (2018) was TNTP's most ambitious research project to date and remains a cornerstone of our current work.

Currently, we are orienting our work and research toward a broader vision, asking how young people's experiences can become true engines of economic and social mobility. In the first paper in the Paths of Opportunity (2024) research series, TNTP revealed five interconnected factors that are vital for young people to achieve economic and social mobility:

- **A strong academic foundation** that enables young people to learn on grade level
- **Career-connected learning** to build the skills and experience for evolving careers
- **Opportunities to build social capital** and activate networks to advance goals
- **Personal support in their lives** to navigate toward goals and stay on track
- **Civic and community engagement** to participate fully in society and shape a better future

TNTP's new Research Center of Excellence is studying each factor of mobility and exploring the connections among them. Over the next several years, we will collaborate with our many partners to build a holistic road map for mobility for all young people. We look forward to joining like-minded leaders in ongoing efforts to ensure that all young people have the combination of resources and experiences they need to thrive in the futures they choose.

Programs Overview

Since our founding in 1997, the heart of TNTP's work has been partnerships and coalition-building with the people who serve young people directly every day. Our staff of 650+ works in cities and communities nationwide, allowing us to understand our local partners' daily challenges and nimbly meet their needs with programs and services ranging from targeted projects to multiyear support.

Our vision pushes beyond school walls, catalyzing cross-sector collaboration to create pathways for young people to achieve academic, economic, and social mobility. Our personalized, data-driven approach and the broad range of programs and services we offer has made us a trusted partner at all levels of the PK-12 education system.

Our programs and services include:

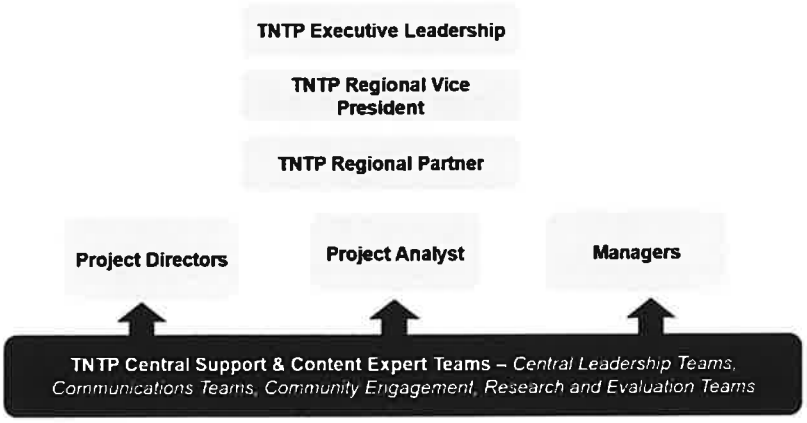
- **Impact Consulting:** Through academic and talent consulting, TNTP creates student-centered solutions in partnership with school system leaders, educators, families, and community stakeholders to ensure every student has access to a high-quality education that will set them on a pathway to prosperity.
- **Leadership Development and Talent Services:** TNTP partners with schools and systems to ensure that every young person learns from diverse, effective educators who bring academic programming to life and set students up for a lifetime of agency and success.
- **Community Engagement and Coalition Building:** TNTP collaborates with partners to shape a common vision for student success. Everyone–including teachers, families, caregivers, and community leaders–has a role in that vision. Leveraging coalition-building activities, TNTP builds partnerships to deliver the educational outcomes students deserve.
- **Research, Policy, and Advocacy:** TNTP leverages research and advocacy to create policy conditions conducive to student success. We use research, data, and fieldwork to understand relevant policies, and advocate for the school experiences and social conditions that make it possible for all students to thrive.

Organizational Structure and Capacity

TNTP is organized into geographic regions and supported by robust central and context expert teams. With over 680 full-time staff members, we bring the capacity and expertise to support Knox County Schools in providing evidence-based, content-specific instructional strategies. Founded in 1997, our 501(3)c non-profit organization is led by an 18-person leadership team representing a range of perspectives and experiences and governed by a Board of Directors.

Project Staffing

Our work with Knox County Schools will combine the activities of a project-based team and remote staff who provide expertise, vetted tools, and resources while working in communications, technology, assessment, research, and evaluation. This efficient staffing model keeps staffing costs low, reduces time to implementation for new strategies and activities, and enables TNTP to deliver consistently excellent services.



TNTP maintains a flexible staffing model that allows us to allocate staff to projects based on their skill set and expertise. This staffing model has proven cost-effective as it allows a deep pool of TNTP specialists to support projects where and when needed to achieve project goals. As a result, we cannot guarantee specific staff members until Knox County Schools and TNTP enter a formal engagement. The staff below are active TNTP employees engaged in facilitating leader and teacher professional development, planning, and coaching, including data collection and analysis, and have deep academic and curriculum implementation expertise. They represent the TNTP staff that could be assigned to work on this project. In addition, each TNTP project leverages the support of a central team of specialists who are among the nation's best thinkers in their respective areas of expertise. Given our deep partnerships within Tennessee, we have developed a team of staff members dedicated to supporting our Tennessee partners. The Director-level staff who will support this work have all previously supported our Tennessee work and have spent considerable time engaging in Tennessee-specific learning and community building. Our Consulting Partners have executive-level experience in statewide strategic planning, leadership development, developing cross-functional partnerships, and creating professional learning opportunities. Please see the anticipated staff roles and sample bios below.

ROLE	PROJECT-SPECIFIC RESPONSIBILITIES
Partner	The Partner is responsible for the overall success of the project and management of the team. They will maintain the business relationships with Knox County Schools.
Director(s)	The Director will bring expertise in instructional leadership and will oversee the strategy for the school and supervise the rest of the team in driving toward outcomes. In addition, the Director will be the lead on project vision, goals, and metrics.
Senior Manager	As a senior leader of the scope of work, the Senior Manager will manage and execute the strategy and is responsible for the team's delivery of results, innovative solutions, and achievement of goals. The Senior manager will deliver curriculum-embedded professional development sessions grounded in adult learning theory, provide ongoing coaching and support through classroom walkthroughs, reflective debriefs, and strategic action planning, and identify other mechanisms to capture key stakeholder feedback to ensure continuous improvement and sustainability. Additionally, the Senior Manager will help gather and analyze pertinent data and develop recommendations focusing on improving student experiences.
Data Analyst	The Analyst will develop the strategy for collection, management, analysis, and representation of data. The analyst will set up or manage existing structures to capture data effectively and efficiently and then lead the analysis and synthesis of the data collected. This includes the analysis of qualitative and quantitative research/data and identification of key trends from these.
National Support & Specialist Team	Access to TNTP's 600+ education experts to respond to unique needs and share best practices from our 25-year evidence base and the field at large.

Team bios and resumes

Stephanie Aguilera-Hawk, Partner. Currently, Stephanie is a Partner at TNTP serving the Southeast & Midwest region. Stephanie has worked with the Texas Education Agency and local school districts to lead and monitor initiatives that support the implementation of HQIM, research-based instructional strategies, and instructional leadership development. Before TNTP, Stephanie served as an assistant principal and taught middle school math at a Blue Ribbon School in San Antonio, Texas. As a first-generation college

graduate and daughter of immigrants, Stephanie eagerly joined Teach for America to work with students from backgrounds similar to her own. She earned her bachelor's degree from the University of Notre Dame and a master's degree from the Teachers College at Columbia University.

Dr. Virginia Avalos, Director. Virginia is a director at TNTP serving as a consultant in the southwest. Virginia served as a special educator for 15 years before joining TNTP. She has worked as a behavior, resource, and inclusion teacher, and campus special education lead. Virginia has central office experience including her roles as a special education instructional specialist in high-incidence disabilities and a special education coordinator supporting and overseeing programming in a district of 32 schools in high-incidence disabilities, low-incidence disabilities, autism, and behavior. Virginia collaborated with campus, central office, and community stakeholders in this role to ensure quality programming. Virginia earned her Bachelor's and Master's degrees from Texas State University and is currently enrolled in the fourth year of her doctoral program at Texas A&M Commerce. Virginia's dissertation area of focus is on school system organizational structures and their impact on student achievement in the area of special education.

Elisha McCardell, Director/Leadership Coach. Elisha McCardell is a Director of Consulting at TNTP with over two decades of experience in leadership development, school turnaround, and strengthening systems in K-12 education. She has played a key role in cultivating strong teams, empowering leaders, and driving academic excellence through strategic, goal-driven systems and aligned visions. Elisha holds a Bachelor of Science in Professional Writing, a Master of Science in Psychology, and is currently completing her dissertation for a Doctorate in Educational Leadership. Her commitment to transformational change has contributed to successful turnaround efforts across numerous districts in Texas.

Andrea Mousa, Senior Manager. As a Senior Manager, Andrea supports clients in academic and instructional leadership initiatives. Since joining TNTP, Andrea has supported a variety of district partners with academic programs aimed at improving instruction in ELA and Math for school based and district level leaders. These projects include serving as an external operator for a turnaround school in Volusia County. Through TNTP partnership with this school, the school grade improved from a D to a C, moving the school out of state turnaround oversite. Before joining TNTP, Andrea served as an Assistant Principal of multiple turnaround schools in Duval County focusing on improving ELA and Math instruction along with providing academic professional development to school-based leaders and coaches. Specifically, Andrea served as a leader of a turnaround elementary school through her leadership, students' proficiency in grades 3-5 improved in ELA proficiency from 28% to 40%. In addition, improving math in grades 3-5 from 40% to 64% learning gains. Ultimately the school grade improved from a F to a C over the course of a year. Andrea is a native of Florida, and began her teaching career in Gainesville, FL.

Rachael Smilowitz, Senior Manager. Rachael Smilowitz is a Senior Manager in the Consulting Division at TNTP, working on various projects focused on leader and teacher development in PreK-12 and Higher Education. She supports planning and facilitating professional development training around math education, curriculum implementation, and content understanding for teachers, coaches, and school leaders. Rachael has also worked on projects in higher education focusing on teacher preparation programs and integrating high-quality curriculum materials. Before coming to TNTP, Rachael worked as a district math curriculum specialist, an assistant principal, and a teacher coach. As a district lead, Rachael worked to support the adoption and implementation of high-quality curriculum materials across 20 middle schools. Rachael has two master's degrees in education, one in middle school math and another in educational administration. She is certified in South Carolina for Elementary, Middle School Math, and Elementary/Middle Administration. She is currently a doctoral candidate at Clemson University in Educational Systems Improvement Science with an anticipated graduation date of December 2025.

Samantha Bommelje, Data Analyst. Samantha is a data and policy analyst with over a decade of experience driving school improvement through rigorous data analysis and strategic planning. She currently serves as an Analyst at TNTP, where she partners with education leaders to evaluate program effectiveness and support instructional initiatives. Previously, she held multiple roles at Denver Public Schools, leading districtwide strategies for tiered supports and progress monitoring. Samantha holds a

Master of Public Policy from Georgetown University and a Bachelor's in Political Science and History from Boston University. She brings deep expertise in data visualization, educational policy, and continuous improvement.

Tab VI. Proposed Costs

All costs are included on Attachment E.

Tab VII. Other Information

Addendums Enclosed

Tab VIII. Exceptions

Tab IX. Attachments

- Attachment A: References
- Attachment B. Certificate of Insurance
- Attachment C. Criminal History Check Affidavit
- Attachment D: Iran Divestment Act

Evidence-Based Instruction Strategies Consulting for Knox County Government and Knox County Schools
RFP 3667
RFP Exceptions
June 2025

Page Number	Section Number	Description of Exception
22	4 Termination.	TNTP takes exception to this section. TNTP requests reasonable termination for convenience rights.
23	5 Appropriations.	TNTP takes exception to this section. TNTP requests reasonable notice of any reduction in funding.
23	14	TNTP takes exception to this section, and requests that County indemnify TNTP for any claims related to or arising out of (1) any and all employment practices and decisions made by County regarding individuals recruited, staffed, trained, or certified by TNTP pursuant to the Agreement and any actions brought by third-parties in relation thereto, (2) any grossly negligent acts or omissions or willful misconduct of County or any of its agents, employees or representatives, and (3) any County breach of the Agreement. TNTP also requests a limitation of liability clause that (a) ensures that neither party is liable for any indirect, consequential, special, incidental or punitive damages arising from or relating to performance under the contract and (b) limits a party's liability to the amounts paid by or payable by County hereunder.
N/A	N/A	TNTP reserves the right to negotiate all final contract terms and conditions.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3667

Vendor Name: TNTP, Inc.

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least five (5) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: Cumberland County Schools
Contact Person: Dr. Rebecca Farley Phone Number: 931-484-6135
Email Address: rfarley@ccschools.k12tn.net Fax Number: 931-484-6491
Nature of Contract: PLC's
Services Provided: TNTP supports principals, assistant principals, instructional coaches, and leads teachers in developing and executing a shared vision for high-quality instruction through strategic planning, regular learning walks, and professional learning community (PLC) cycles.
Dollar amount: $ 75,000 (over life of contract)
Contract start date: 5/1/2025 Contract end date: 10/24/2025

Name of Firm: Cumberland County Schools
Contact Person: Dr. Justin Whitenbarger Phone Number: 931-484-6135
Email Address: whittenbarj@ccschools.k12tn.net Fax Number: 931-484-6491
Nature of Contract: Leadrship Support
Services Provided: TNTP manages ten regionally tailored webinars focused on vision setting, instructional materials implementation, data use, and leadership support.
Dollar amount: $ 364,000 (over life of contract)
Contract start date: 11/1/2021 Contract end date: 06/30/2026

Name of Firm: Lenoir City Schools
Contact Person: Brandee Hoglund Phone Number: 865-986-8058
Email Address: bhoglund@lenoircityschools.net Fax Number: 865-988-6732
Nature of Contract: Instruction and Capability Building and (2) Early Literacy Implementation (focus CLKA in K-2)
Services Provided: TNTP partnered with Lenior City Schools (LSC) to strengthen instruction and build long-term capacity to sustain high quality teaching and learning, with the focus on two priorities (1) Instruction and
Dollar amount: $ 104,070 (over life of contract)
Contract start date: 7/1/2025 Contract end date: 5/30/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N Brand Boulevard, Suite 100
Glendale CA 91203

License#: 0D69293

CONTACT NAME: Rachael Orman
PHONE (A/C, No, Ext): (818) 539 9422 **FAX (A/C, No):** (818) 539 1510
E-MAIL ADDRESS: Rachael_Orman@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Merchants National Insurance Company	12775
INSURER B : Philadelphia Indemnity Insurance Company	18058
INSURER C : MEMIC Casualty Company	14164
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TNTP, Inc.
500 7th Avenue, 8th Floor
New York, NY 10018

THENEWT-01

COVERAGES **CERTIFICATE NUMBER:** 1593386344 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2637761-007	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2637761-007	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EXL0001472	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		310 2810920	9/30/2024	9/30/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Retro Date: 10/22/2001 Claims-Made form			PHPK2637761-007	1/1/2025	1/1/2026	Each Claim Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy: Sexual Abuse Liability
Policy Term: 1/1/2025 to 1/1/2026
Policy Number: PHPK2637761-007
Carrier: Philadelphia Indemnity Insurance Company
Each Claim: $1,000,000 / Aggregate: $3,000,000

Policy: Cyber Liability
See Attached...

CERTIFICATE HOLDER

KNOX COUNTY
1000 N Central St # 14
Knoxville TN 37917

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Melissa Cruz

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AGENCY CUSTOMER ID: THENEWT-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC	NAMED INSURED TNTP, Inc. 500 7th Avenue, 8th Floor New York, NY 10018
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy Term: 1/1/2025 to 1/1/2026
Policy Number: D340FC250301
Carrier: Beazley Excess and Surplus Insurance, Inc.
Aggregate Limit $5,000,000 / Retention $50,000

RE: PROPOSAL NUMBER 3667

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date.

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ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSAL NUMBER 3667

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Lin Johnson, President or other Principal

Officer of TNTP, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: TNTP
Name of Company

STATE OF ~~TENNESSEE~~ Texas
COUNTY OF Travis }

Subscribed and sworn before me by Lin Johnson III,

President or Principal Officer of TNTP, Inc.,

On this 27th day of May 2025.

Lesly Denise Rascoe
Notary Public

My Commission expires: 09/22/2026

Electronically signed and notarized online using the Proof platform.

NOTARY PUBLIC STATE OF TEXAS
Lesly Denise Rascoe
ID NUMBER
133981440
COMMISSION EXPIRES
September 22, 2026

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 3667

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: Chief Strategy, Growth and Finance Officer Date: 05/27/2025

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: Chief Strategy, Growth and Finance Officer Date: 05/27/2025

ATTACHMENT E
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3667

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

Name of Company:

Surveys	$1,000_____per school Notes: Includes three (3) surveys, administered beginning-of-year, middle-of-year, and end-of-year
Assessments	$0_____per school Notes: No assessments are included in our proposal
On-Site Coaching for Small Groups of five (5) or Individuals, Per Six (6)-Hour Day, Inclusive of all Travel Costs for Consultant	$3,000_____per six-hour day
Virtual Coaching for Small Groups of five (5) or Individuals	$250_____per hour
On-Site Professional Development, 1-Day (six (6) hours) for up to fifty (50) Participants, Inclusive of all Travel Costs	$3,300_____per six-hour day
On-Site Professional Development, 2-Days (six (6) hours Per Day) for up to fifty (50) Participants, Inclusive of all Travel Costs	$3,800_____two (2)-six (6) hour days
School Visits (Inclusive of all Travel Costs for Consultant)	$3,000_____per school
Virtual Professional Development, 1-Day (three (3) hours) for up to fifty (50) Participants	$1,800_____per three-hour day
Virtual Professional Development, 2-Days (three (3) hours Per Day) for up to fifty (50) Participants	$2,500_____two (2)-three (3) hour days
Workshop Resources and Materials (Shipping charges are to be included in the unit price of each item.)	Writing and note-taking: $100_____ per unit price Printing/copying of PD hand-outs: $300_____ per unit price Office Supplies: $150___ per unit price Professional Learning Books for PD sessions: $450___ per unit price Notes:
Registration Fees (Conference/Workshop)	$0_____per participant
Other Expenses:	N/A

DELIVERY: All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

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Conditions for Coherence: Self-Assessment

Read me first:

With instructional coherence at the forefront of many education discussions, there are several coherence tools on the market. While coherence research argues for the importance of coherence at the educator level, the power of this research is in understanding what coherence can mean for students—particularly students often furthest from opportunity.

At TNTP, we believe that the students who have historically been furthest from opportunity – the students who we should be most intentional about supporting – are the students who tend to have the most disjointed experiences at school. It is our job – as leaders of evolving systems – to practice self-awareness and build relational trust by coming off of the balcony level and listening and learning from these experiences on the ground.

The only real way to measure coherence is to examine the student and family experience. As a systems-level tool, the purpose of this self-assessment is not to determine whether a not a system is coherent, but to analyze the existence of the **conditions** that make coherence possible. That is to say, this tool is designed to uncover the **why** behind the source of incoherence - it is **not** an assessment of how coherent the system is. If this is instead what you are seeking, compare the results of stakeholders' experience in schools (students, families, teachers, leaders). If there are significant inconsistencies, this in and of itself is a testament to the lack of coherence.

How to use this document:

1. *Ideally before completing the self-assessment* – Gather voices of students, families and educators in your school/system to understand their experience with coherence and compare it against your perceptions in this self-assessment (see page 2). Are the experiences and perceptions aligned or different? **This is where the work begins.**
2. Gather a representative team to complete this self-assessment together. Ensure that leaders at various levels and across various teams are represented (see page 3).
3. Reflect on the questions by lever. Be sure to cite evidence of where/how each indicator is influencing students' experience. It is ok to do one lever at a time or to prioritize certain levers that represent your priorities (i.e. If you are working on a literacy strategy, perhaps you focus on Vision and HQIM/Instructional Strategies).

Therefore, to understand coherence, we must begin with students. **Before leveraging this tool**, which captures the adult perspective on the conditions for coherence, it is of the utmost importance for system leaders to gather first-hand information from students, families, and staff, about **where** they are experiencing incoherence as their perspectives are the **most** critical to truly reaping the benefits. There are a range of ways to understand the student experience, including the example methods provided below, which are categorized according to complexity, increasing from levels 1-

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Example Methods of Coherence Analysis				
Perspective	**Level 1**	**Level 2**	**Level 3**	**Level 4**
Student	Conduct a targeted coherence student survey and/or asynchronous listening tour.	Gather a week's worth of student work (across all tiers of instruction and support) to analyze the level of variance between topics covered.	Conduct student interviews or focus groups and student shadowing to get a firsthand understanding of the coherence of the student experience.	Contract with TNTP for a comprehensive student experience coherence diagnostic.
Family	Conduct a targeted coherence family survey and/or asynchronous listening tour.	Conduct an audit of family communications and data sharing, including report cards and newsletters, to analyze the coherence of 360-degree communication.	Conduct family interviews or focus groups and home visits to get a firsthand understanding of the coherence of the family experience.	Contract with TNTP for a comprehensive family experience coherence diagnostic.
Staff	Conduct a targeted coherence staff-survey and/or asynchronous listening tour.	Examine artifacts such as PD calendar, instructional visions, onboarding priorities, master schedules, and PLC planning documents.	Conduct staff interviews or focus groups and 1:1 interviews to gain an understanding of the coherence of the staff experience.	Contract with TNTP for a comprehensive staff experience coherence diagnostic.

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Building a Cross-Departmental Team

This tool is intended to be used collaboratively by a team of school leaders, educators, support staff, and community members. When reviewing data and making decisions about students, it is critical to engage team members with multiple perspectives and areas of expertise, especially those who support students furthest from opportunity. Use the tables below as a starting point for identifying team members who should be part of this important conversation.

If completing this assessment at the district/system level: The sample below represents several cross-departmental district level leaders. Customize to reflect the reality of your system, without compromising on the goal of ensuring broad collaboration.

Team Member (District-Level)	Role In Ensuring Instructional Coherence
C-Level Student Supports Lead	
C-Level Academics Lead	
C-Level Special Education Lead	
C-Level Dual Language or Multilingual Learner Lead	
Data Administrator	
Family Engagement Lead	

If completing this assessment at the individual school level: The sample below represents various school district level leaders. Customize to reflect the reality of your system, without compromising on the goal of ensuring widespread collaboration.

Team Member (School-Level)	Role In Ensuring Instructional Coherence
Principal/Assistant Principal	
Social Worker/Counselor	
RTI/MTSS Coordinator	
Instructional Coach	
General Education Teacher	
Special Education Teacher	
Dual Language or ELD Teacher	
Interventionist	
Parent and/or Student	

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Conditions for Instructional Coherence: Self-Assessment Tool

The following indicator questions are categorized by domain from the 6 Levers for Sustaining Academic Foundations, and are intended to be rated on a four-point scale:

0. I don't know/I need to find out
1. Not Yet
2. Somewhat
3. Mostly
4. Yes

In addition to rating the indicator questions, please include any evidence of student impact in the Notes/Reflections column of the table for each indicator. Evidence should include quantitative or qualitative outputs and outcomes. Be sure you have student-level data to support your rating.

Vision of Excellent Instruction and The Student Experience			
Domain	**Indicator questions**	**Rating**	**Notes/reflections** • *What evidence do we have that this is changing outcomes for kids?* • *What is working well and how can it be leveraged?* • *What is not working and how can it be improved?*
Stated Vision	Can you name the short term and long-term student outcomes your system/school wants to achieve for all students' academic, linguistic, and cultural experiences, especially those furthest from opportunity such as multilingual students and students with learning and thinking differences?		
	Can you confidently articulate the ways your vision is clear and easy to understand for all key stakeholders, such as leaders, teachers, parents and caregivers, and students – and that they know their role in enacting these changes?		
Vision Implementation	Can you name the system-wide codified expectations, strategies, and practices that are enacted in all spaces for all students?		
	Can you name a narrow set of clear and manageable priorities to focus on for the year to move the needle toward your instructional visions? How do these priorities align with the envisioned student-level change?		
	What is your data mechanism for monitoring your visions and intervening and/or adjusting course as needed towards the envisioned student level change?		

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Overall, to what extent is your vision for strong instruction – across all content areas, tiers, and groups of students – alive for students? What are your strengths in this lever? What are your weaknesses?

If the total score of the Vision section is 5 or less, stop here. A clear and well-articulated vision for excellent instruction and the student experience is your starting point.

High-quality Instructional Resources and Evidence-based Academic & Developmental Best Practice			
Domain	**Indicator questions**	**Rating**	**Notes/reflections** • *What evidence do we have that this is changing outcomes for kids?* • *What is working well and how can it be leveraged?* • *What is not working and how can it be improved?*
Materials and Content	What materials do students access and use with integrity in Tier I, Tier II, and Tier III (as available)? Describe all content areas and grade levels.		
	What are the evidence-based practices that are at the core of your system/school's instructional program that ensure that all student experiences are valued and leveraged across their learning experience?		
	What practices and structures does your system/school utilize to ensure alignment between materials and content of Tier 1 and other extended learning opportunities (Tier II, Tier III, tutoring, extension?)		
Implementation	What curriculum-based training do your educators receive to deeply understand the purpose, design and how to use the materials most effectively? Which educators participate in the training and how is information shared and codified?		
	Have all Tier II and III educators and tutors (if applicable) received training on your intervention or tutoring approach and the instructional materials?		
	How does your system/school utilize lesson/unit internalization processes so that all educators are prepared to lead high quality instruction in Tier I, II, and III which leverages a deep		

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	understanding of their students' cognitive and linguistic identities to provide supportive learning experiences?		
	What are the systems and structures for regular collaboration between the educators leading different instructional tiers of support for students?		
Data and Assessment	Can you name the most useful assessments in your system/school that drive daily instruction and their alignment to the instructional materials, if any?		
	How do you use Tier I curriculum-based assessments and appropriate language assessments —both placement assessments and throughout the year—to (1) identify what students know and do not yet know and (2) inform what is taught across tiers of support (if applicable)?		
	How do educators use data from your student assessment program to identify which of our students are not yet effectively supported – and problem solve around reentering the planning or testing phase to ensure that those students achieve at high levels?		
Overall, do students have exposure to strong materials and teachers who know how to utilize the materials across their day?			
If your overall score in this section was 7 or less, stop here. High quality materials and evidence-based practice is your starting point.			

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Student-Centered Policies and Practices			
Domain	**Indicator questions**	**Rating**	**Notes/reflections** • *What evidence do we have that this is changing outcomes for kids?*
Data Systems	How does the data that systems/schools collect and track align with the stated and enacted instruction vision?		
	What data systems and structures offer opportunities for leaders and educators to analyze the data of specific subgroups, particularly students often furthest from opportunity (e.g., multilingual learners, students with learning and thinking differences, and students experiencing economic insecurity)?		
	To what extent are decisions about a student's instructional program/access/supports based in data and made in collaboration with a student's support team, including their family?		
Instructional Practices	What evidence-based best practices that meet the needs of language learners and students with learning and thinking differences are evident across all tiers of instruction and language spaces?		
	What systems and structures are in place to ensure that students have access to the different academic, linguistic, and developmental supports they need?		
	To what extent are students provided with the appropriate amount of time to engage in different learning experiences?		
Mindsets and Beliefs	What do you do when you notice differences across student learner subgroups occurring in your system?		
Overall, do your policies and practices create a student-centered learning environment for students?			

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Organizational and People Management			
Domain	**Indicator questions**	**Rating**	**Notes/reflections** • *What evidence do we have that this is changing outcomes for kids?*
Change Management	What systems and structures are in place to ensure that system-level decisions are made and adjusted thoughtfully based on school-level, classroom-level, student-level, and community engagement data?		
	How are your change management and continuous improvement efforts clearly connected to your vision?		
Time	Can you describe how the master schedule has been purposely and strategically organized to allow for educators across tiers and content areas have within the school day for collaboration, lesson reflection, lesson preparation, and instruction?		
Coaching and Collaboration	What role do leaders play in regularly guiding and supporting lesson and unit reflection and preparation to ensure teachers deeply understand their instructional materials and can prepare for lessons in ways that reach the intentions of those materials?		
	How often do system- and school-based leaders regularly engage in observations and feedback conversations centered around the student experience?		
Personnel and Capacity	To what extent do school-level leaders and other staff understand their role in advancing the district's strategy and have the time, space, and expectation to focus deeply on this work?		
Overall, do the adults in your system have the information, support, time, and capacity to center the student experience across all spaces?			

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Workforce Experience, Selection, Support, Collaboration, and Design			
Domain	**Indicator questions**	**Rating**	**Notes/reflections** • *What evidence do we have that this is changing outcomes for kids?*
Recruitment and Retention	What are the system/school recruitment and selection strategies that will lead to set of educators with skills to serve students furthest from opportunity?		
	What are the clear retention strategies that will support your system in retaining your irreplaceable staff and educators?		
	To what extent does your district or system's workforce align with the needs and vision articulated in your instructional program, as well as the learning needs of the students you serve?		
Development and Evaluation	How often do school-based educators have regular opportunities to receive professional learning aligned with the district or system's vision and priorities?		
	How often do school-based educators regularly receive observation, feedback, coaching, and support aligned with the district or system's vision and priorities?		
	What structures exist for departments across the district (or individuals within a school) to collaborate effectively and efficiently to improve coherence across all learning spaces, including multi-tiered systems of support and bilingual program models?		
Aligned Progress Monitoring	How do school instructional leaders regularly monitor progress toward the district or system's vision and adjust supports and priorities for teachers and students as needed?		
	How are leaders and educators evaluated and coached using tools (e.g., rubrics) that align with your instructional vision's strategies, practices, and priorities?		
Overall, do students have teachers and leaders who seek to uphold the system's vision for the student experience?			

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Authentic Community and Stakeholder Engagement & Investment			
Domain	**Indicator questions**	**Rating**	**Notes/reflections** • *What evidence do we have that this is changing outcomes for kids?*
General Communication	What community engagement strategies are used that attend to the needs and assets of all families and students, including communication in their home language?		
	How often do stakeholders get frequent, honest, and clear information regarding student-level data, with communication about how the system plans to respond to the data?		
	What are the strategies used to leverage the assets of your community to better serve your students, including authentically partnering with community-based organizations?		
Additional Vision/Strategy-Specific Communication	What are the mechanisms for soliciting and incorporating stakeholder feedback on the progress or implementation of the vision?		
Overall, does your community engagement strategy support students in experiencing shared learning between home and school?			

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Contracts awarded for RFP 3667 - Evidenced Based Instructional Strategies Consulting

TNTP, Inc
Pivot
NIET
Marzano Research
Kids First Education, LLC
Instruction Partners

**Knox County Procurement will send finalized copies of contracts to the law department for review prior to BOE meeting.

Cost to Knox County Schools

Not to exceed budgeted amount

Description and Type of Funding Source

General purpose or federal funds can be used

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17572 **R-25-8-207**

COMMISSION

Meeting Date: 08/25/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding between the Knox County Health Department and Knox County Board of Education in an amount up to $648,195.89 for the In School Health Program for the term of July 1, 2025 through June 30, 2026. *(Schools)*

Attachments

Resolution

Memorandum of Understanding

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE KNOX COUNTY HEALTH DEPARTMENT AND KNOX COUNTY BOARD OF EDUCATION IN AN AMOUNT UP TO $648,195.89 FOR THE IN SCHOOL HEALTH PROGRAM FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2026.

RESOLUTION: **R-25-8-207**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the "In School Health Program" was established to address the health needs of all public school children in Knox County; and

WHEREAS, the "In School Health Program" provides school-based nursing services, nutritional services, and behavioral health support to selected schools assessed to be in need of increased school health nursing services; and

WHEREAS, the proposed Memorandum of Understanding sets forth the terms and conditions under which these services will be provided; and

WHEREAS, pursuant to the Memorandum of Understanding, the Knox County Health Department will reimburse the Knox County Board of Education for expenditures associated with the program, which reimbursements shall not exceed the amount of $648,195.89 for the period beginning July 1, 2025 and extending through June 30, 2026; and

WHEREAS, at its regularly scheduled meeting on August 7, 2025, the Knox County Board of Education approved the Memorandum of Understanding with the Knox County Health Department for said purpose.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding between the Knox County Health Department and the Knox County Board of Education for the continuation of the "In School Health Program" for the period of July 1, 2025 through June 30, 2026 is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding between the Knox County Health Department and the Knox County Board of Education for the continuation of the "In School Health Program" shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
KNOX COUNTY HEALTH DEPARTMENT
AND
KNOX COUNTY SCHOOL SYSTEM

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 1st day of July 2025, by and between Knox County Health Department, hereinafter referred to as KCHD, and Knox County Board of Education, hereinafter referred to as Board, Knox County Schools, or KCS which provides school-based nursing services.

RECITALS

A. KCHD has established the **"In School Health Program"** to specifically address the health needs of all public school children in Knox County, Tennessee.

B. The KCS has a school health services department whose mission is to provide safe delivery of comprehensive school health services to the people of Knox County schools.

C. The KCS has a Physical Education and Health department whose mission is to develop, implement, coordinate, and evaluate the curriculum in nutrition and health education.

D. KCHD, through the **"In School Health Program,"** desires to provide school nursing services to selected schools assessed to be in need of increased school health nursing services, and nutritional services to the Department of Physical Education and Health.

E. KCHD desires that the school health services department of KCS provide those needed nursing services to select Knox County schools as determined by KCHD and KCS based on student nursing needs.

F. KCHD desires that the Department of Physical Education and Health provide nutritional services based on departmental needs as determined by KCHD and KCS.

G. KCHD desires that the Department of Humanities provide instruction to students in the health education curriculum in the needed subject areas as determined by KCS and KCHD.

H. KCS and KCHD have cooperated in services since 1987. The Medical Director for the Health Services Department of KCS has been either the Director of KCHD or a medical doctor from KCHD.

I. KCHD and KCS agree that no services shall be provided pursuant to this Memorandum of Understanding except in accordance with applicable federal, state, and local laws and regulations governing the provision of health care services.

SECTION ONE
DURATION AND CANCELLATION

A. **This Memorandum of Understanding will begin on July 1, 2025 and shall extend through June 30, 2026**. This Memorandum of Understanding may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of such termination. In that event, KCS shall be entitled to receive just and equitable compensation for any and all satisfactory authorized work completed as of the termination date. If KCS fails to fulfill in a timely and proper manner its obligations under the Memorandum of Understanding, or if KCS shall violate any of the terms of this Memorandum of Understanding, KCHD shall have the right to immediately terminate this Memorandum of Understanding and withhold payments in excess of fail compensation for any and all work completed, and to require KCS to repay KCHD any funds extended to contravention of such conditions. If KCHD fails to fulfill in a timely and proper manner its obligations under the Memorandum of Understanding, or if KCHD shall violate any of the terms of this Memorandum of Understanding, KCS shall have the right to immediately terminate this Memorandum of Understanding.

B. This Memorandum of Understanding may be modified only by written amendment executed by the parties hereto and approved by the appropriate official(s).

C. This Memorandum of Understanding shall not be binding upon the parties until it is approved by the Knox County Commission and the Knox County Mayor, and the Knox County Board of Education, and a copy of said approved Memorandum of Understanding delivered to KCS.

SECTION TWO
SCOPE OF SERVICES

A. Student Services

Outlined in job description, Appendix A., B., C., and D,

B. Program Guidelines

The goals and objectives establishing program guidelines are outlined in the School Nurse Evaluation Component, Nutrition Component, and the Health Educator Component plans completed by the respective departmental supervisors.

C. The parties will cooperate in gathering TennCare statistics regarding the Knox County School System. KCHD will provide medical coverage and assistance in obtaining medical supplies for immunization programs, as needed.

D. The Medical Director (Public Health Officer) for the KCHD will approve all medical documents produced by the Health Services Department of KCS.

E. Collaborate on school-based health projects.

SECTION THREE
EXPENDITURES AND REIMBURSEMENTS

A. KCHD shall reimburse KCS for expenditures associated with this program, but not to exceed a total **SIX HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED NINETY FIVE DOLLARS AND EIGHTY NINE CENTS ($648,195.89)** during the one (1) year memorandum of understanding period. (See Appendix D. for budget breakdown.) KCS shall submit a statement of expenditures, with all supporting documentation, on a quarterly basis during the memorandum of understanding year. KCHD will not be responsible for expenses incurred in the previous quarter and not submitted by the 15th of the following month with appropriate documentation, KCHD shall reimburse for all reasonable expenses by the 30th of the month following the quarter in which the expenditures were accrued. For the purpose of this Memorandum of Understanding, allowable expenses shall include direct costs of salaries, and fringe benefits.

B. KCS shall pay KCHD for medical supplies as described in Section Two, paragraph C. the cost paid by KCHD for said supplies from the manufacturer.

SECTION FOUR
ESSENTIAL TERMS AND CONDITIONS

A. Assurances

1. The books, records and documents of KCS, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time during normal business hours upon reasonable notice, by KCHD, or their duly appointed representative.

2. KCS shall, as reasonable requested, submit brief periodic progress reports to KCHD.

3. Both KCS and KCHD shall maintain strict confidentiality of client medical records and other similar records in accordance with state and federal law and established ethical standards.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their signature and have executed this Memorandum of Understanding on_____, 2025 in Knox County, State of Tennessee.

KNOX COUNTY, TENNESSEE

By: _____ _____
Glenn Jacobs Date
Knox County Mayor

KNOX COUNTY HEALTH DEPARTMENT

By: _____ _____
Kevin Parton Date
Senior Director

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2025, as reflected in its minutes and certified by its Chairperson.

By: _____ _____
Date

Board Chair

Approved as to form

By: _____ _____
Date

Director of Schools

APPROVED AS TO FORM:

Contract No. 25-521

By: _____ 7/24/2025
Deputy Law Director Date

APPENDIX A.

REGISTERED PROFESSIONAL NURSE
HEALTH SERVICES

JOB SUMMARY

To assist in the implementation of the Health Services program in Knox County Schools facilities.

QUALIFICATIONS

- Graduate of an accredited Professional School of Nursing with a current Tennessee Registered Nurse License
- At least two (2) years actual nursing experience
- Dependable transportation to various sites
- Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable

RESPONSIBILITIES/JOB DUTIES

- Report to Health Services Supervisor
- Assume primary responsibility for medications given at school
- Consult with physicians and health care providers regarding medications and medical procedures provided at school
- Observe and monitor students for adverse reactions and side effects to medications being received
- Document pertinent medical information on students, as needed
- Conduct screenings and access health status of students
- Serve as resource person in control of communicable diseases
- Interpret health data for school personnel and parents
- Monitor school's compliance with State Health Regulations
- Teach delegated medical skills to non-nursing personnel
- Supervise Licensed Practical Nurses when applicable
- Perform other duties as assigned

APPENDIX B.

SYSTEM-WIDE NUTRITION FACILITATOR
INSTRUCTIONAL DEPARTMENT

ESSENTIAL FUNCTIONS

The nutrition facilitator's primary function is to provide focused, specialized leadership for a specific area of the instructional program. This leadership provides essential curricular, instructional, and professional support to teachers, central office staff and building level administrators as all stakeholders seek to provide programs for student success and high levels of student achievement.

QUALIFICATIONS

- Master's Degree
- Minimum of three years' experience in actual focus area
- Knowledgeable of effective programs, practices, and assessment tools in the field
- Dependable transportation to various sites
- Such alternatives to the above qualifications as the superintendent may find appropriate and acceptable

RESPONSIBILITIES

- Report to the Supervisor of Physical Education and Health
- Coordinate, develop, implement, and evaluate curriculum in nutrition and health education
- Develop, coordinate, and evaluate in-service training for teachers, administrators, parents, and appropriate others
- Serve as a consult for acquiring and assisting in the coordination of resources integrating nutrition education into the core curriculum
- Work with teachers in evaluating instructional material/supplies for nutrition and health education
- Work with teachers in developing curriculum guides for nutrition and health education
- Assist health supervisor with nutrition and health budget
- Serve as a school system liaison to local community health organizations in program coordination
- Attend elementary and middle schools principal's meetings
- Attend local and regional professional meeting associated with nutrition and health education
- Perform other duties as assigned.

APPENDIX C.

VIRTUAL BEHAVIORAL HEALTH LIAISON SYSTEM-WIDE

JOB SUMMARY

This position will coordinate district-wide efforts to provide behavioral health supports to staff and students working in a virtual learning environment. The VBH Liaison will work collaboratively with school teams to assess behavioral health needs of staff and students and develop support plans to be implemented in a virtual environment. The VBH Liaison will provide training and on-going consultation and support to the school team to determine and implement the appropriate behavioral health strategies for staff to utilize to support students experiencing significant challenges.

QUALIFICATIONS

- The Liaison shall be licensed as a teacher, counselor, social worker or psychologist, in accordance with state law and the regulations of the Tennessee State Department of Education. Such license shall be on file in the office of the Superintendent prior to beginning employment
- It is the responsibility of the employee to secure a certificate and to maintain its validity. The employment agreement must be terminated if the employee's certificate has lapsed or otherwise become invalid, the Superintendent shall immediately suspend the employee without pay pending disposition of the matter. The employee shall be notified of the reason for the suspension and given an opportunity for a hearing before the Board
- The VBH Liaison must demonstrate competency based on the current job assignment and performance standards as outlined in the appropriate state model for local evaluation.
- Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable
- Training and experience working with students who exhibit challenging behaviors which interfere with their learning or the learning of others
- Training and experience in developing and implementing positive behavior support and trauma informed strategies
- Training and experience in developing virtual platforms and content to support staff and students in a virtual environment

ESSENTIAL FUNCTIONS/JOB DUTIES

- Report to Director of School Culture
- To coordinate district-wide efforts to provide behavioral health supports to staff and students working in a virtual learning environment
- To assist in development of distinct-wide protocols and procedures for providing behavioral health supports for staff and students in a virtual environment

- To provide on-going professional development training and support to schools/programs and staff in the area of behavioral health supports in a virtual environment
- To help facilitate communication with the base schools regarding student's progress in the virtual learning environment
- To follow Knox County procedure and guidelines when one knows or reasonably suspects that a child's health or welfare has been or appears to have been harmed as a result of abuse or neglect
- Establish and maintain satisfactory, respectful working relationships within the program environment
- To facilitate the response to behavioral health emergency situations in virtual programs throughout the system.
- Attend in-service, staff development activities and other required meetings.
- Participate in local, state, or national staff development activities as requested.
- Stay abreast of current research and best practices in the field of behavioral health management.
- Maintain appropriate documentation as determined by the supervisor.
- Maintain confidentiality and comply with all pertinent federal, state and district regulations and policies.
- Attend School Support Team Meetings and other student focused team meetings as necessary or directed by the supervisor.
- Perform other duties as assigned.

FY26 Employee Cost		Position	Sal + Bien
Cox	Katherine	RN	105,190.35
Mershon	Tonya	RN	105,187.83
Roberson	LaQuara	RN	97,594.10
Tumbill	Jessica	RN	99,916.32
Tuttle	Abby	RN	63,442.64
Dykes	Nicole	Behavior Health Liaison	99,098.79
McGinty-Brown	Rachel	Nutrition Facilitator	77,765.87
Anticipated Cost			**648,195.89**

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Request for approval of MOU with the Knox County Health Department for the "In School Health Program" and receipt of funds in the amount of $648,195.89. It funds five nursing positions, one nutritionist and behavioral health position.

Cost to Knox County Schools

No cost to KCS

Description and Type of Funding Source

In School Health Program

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17573 **R-25-8-208**

COMMISSION

Meeting Date: 08/25/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the receipt of a Tennessee Department of Education Fiscal Year 2026 CTE Perkins Reserve Grant in the amount of $50,000.00.
(Schools)

Attachments

Resolution

Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE RECEIPT OF A TENNESSEE DEPARTMENT OF EDUCATION FISCAL YEAR 2026 CTE PERKINS RESERVE GRANT IN THE AMOUNT OF $50,000.00.

RESOLUTION: **R-25-8-208**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools applied for funding from the State of Tennessee, Department of Education under the Fiscal Year 2026 CTE Perkins Reserve Grant; and

WHEREAS, Knox County Schools has received notice that it will receive the amount of $50,000.00 under the grant program; and

WHEREAS, at its regularly scheduled meeting on August 7, 2025, the Knox County Board of Education approved the receipt of the Tennessee Department of Education Fiscal Year 2026 CTE Perkins Reserve Grant.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby approves the receipt of the Tennessee Department of Education Fiscal Year 2026 CTE Perkins Reserve Grant in the amount of $50,000.00 for the Knox County Schools.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify acceptance of the grant funds by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Project Details

Knox County (470) Public District - FY 2026 - CTE Perkins Reserve - Rev 0 - Secondary Application

Instructions

Provide a thorough overview of the proposed project.

This should include the following essential components.

Project Theory of Action

Students enrolled in the Audio and Video Production pathways in Knox County high schools are set to launch an exciting collaboration with East Tennessee PBS, producing monthly local programming that highlights the work and stories emerging from Career and Technical Education (CTE) pathways across the district. Through this partnership, students will gain real-world, work-based learning experience in broadcast production—planning, scripting, filming, editing, and delivering content for a public audience.

This initiative offers students the opportunity to work alongside industry professionals, sharpening technical skills in camera operation, audio engineering, digital editing, and storytelling, while also developing essential soft skills such as communication, teamwork, and project management. By contributing directly to a professional media outlet, students not only build competitive portfolios but also gain a deeper understanding of the fast-paced world of media production. These students are also participating in Dual-Credit opportunities through our partnership with Pellissippi State Community College, and this would also have the potential to satisfy a portfolio requirement tied to earning that EPSO credit.

For the broader community, these monthly segments will offer a behind-the-scenes look at the impactful, hands-on learning happening throughout Knox County Schools' CTE programs—from culinary arts and automotive technology to healthcare and cybersecurity. It's a dynamic way to connect students' learning to local industry needs while raising awareness of the value and variety within CTE. This collaboration demonstrates the district's commitment to preparing students for postsecondary success while enriching the local media landscape with authentic student voices and stories.

This grant will allow KCS CTE to devote needed funds towards production costs, added equipment, and staff professional development to aid in building out this valuable work-based learning experience.

Action Step	Outcome	Evaluation Strategy	Timeline													State Priorities				Type of Partnership						Action Step Priority Ranking		
			Monthly	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Seamless Transitions	Workbased Learning	Industry Credentials	Individualized Advising	TCAT or Community College	University	Workforce or economic development entity	Industry Partner	Community Partner	Other	High	Medium	Low
Through consultation with CTE Specialists, industry partners and East TN PBS specifically, the CTE Director will develop an equipment plan to address needs related to producing high-level, professional quality audio/video material. These A/V programs across the district will be supported through the addition of classroom equipment, software, and resources that support students in meeting classroom standards, participating in industry certifications, and engaging in early postsecondary opportunities.	CTE Equipment upgrades and additions will allow teachers to provide instruction that meets post-secondary and industry standards, ultimately increasing the success rates of students participating in this experience.	The CTE Director will utilize a needs assessment completed by related stakeholders to guide the purchase of equipment, software, and resources for this specific initiative.	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☑	☐	☐	☑	☑	☐	☑	☐	☐

| | | |

The amount box auto-populates based on the items tagged for Action Item 3 from the Budget Page.

Outline the key priorities for spending.

Fees for services provided by ETN PBS related to pre and post production processes for airing student-produced programming.

Action Step 4

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 4 from the Budget Page.

Outline the key priorities for spending.

Action Step 5

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 5 from the Budget Page.

Outline the key priorities for spending.

Action Step 6

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 6 from the Budget Page.

Outline the key priorities for spending.

Action Step 7

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 7 from the Budget Page.

Outline the key priorities for spending.

Action Step 8

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 8 from the Budget Page.

Outline the key priorities for spending.

Action Step 9

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 9 from the Budget Page.

Outline the key priorities for spending.

Action Step 10

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 10 from the Budget Page.

Outline the key priorities for spending.

Resources

Click here to open the application guidance document.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 7th day of August, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-503

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/30/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve the Perkins Reserve Grant in the amount of $50,000 for the Knox County Schools Career and Technical Education Department to use in partnership with East TN PBS to establish various opportunities related to Audio & Video Production pathways throughout the district.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Perkins Reserve

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17574 **R-25-8-209**

COMMISSION

Meeting Date: 08/25/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract with the Tennessee Department of Transportation for receipt of an Aeronautics Division 2025 Aviation Education Grant in the amount of $20,000.00 for Powell High School.
(Schools)

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR RECEIPT OF AN AERONAUTICS DIVISION 2025 AVIATION EDUCATION GRANT IN THE AMOUNT OF $20,000.00 FOR POWELL HIGH SCHOOL.

RESOLUTION: R-25-8-209

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools has received a grant contract from the Tennessee Department of Transportation for an Aeronautics Division 2025 Aviation Education Grant for Powell High School, as further described in the Scope of Services and Deliverables section of the attached grant contract; and

WHEREAS, the proposed grant contract is in the amount not to exceed $20,000.00 for the term beginning June 30, 2025 and ending June 29, 2026; and

WHEREAS, this grant contract does not require a local match from Knox County Schools; and

WHEREAS, the Knox County Board of Education approved this grant contract at its regularly scheduled meeting on August 7, 2025.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant contract with the Tennessee Department of Transportation for an Aeronautics Division 2025 Aviation Education Grant for Powell High School is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant contract with the Tennessee Department of Transportation for an Aeronautics Division 2025 Aviation Education Grant for Powell High School shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
6/30/2025	6/29/2026	40100-51199	82899

Grantee Legal Entity Name	Edison Vendor ID
Knox County Schools	3940

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number N/A

Grantee's fiscal year end – June 30th

Service Caption (one line only)

2025 Aviation Education Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	$20,000.00	$0.00		$0.00	$20,000.00
TOTAL:	**$20,000.00**	**$0.00**		**$0.00**	**$20,000.00**

Grantee Selection Process Summary

☒ Competitive Selection

For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval..

☐ Non-competitive Selection

Describe the reasons for a non-competitive grantee selection process.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
	71303

VENDOR ADDRESS: 48 **LOCATION CODE: MAIN**

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND KNOX COUNTY SCHOOLS

This grant contract ("Grant Contract"), by and between the State of Tennessee, State of Tennessee Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Knox County Schools, hereinafter referred to as the "Grantee," is for the provision of education, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 3940

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The purpose of this grant shall be to provide financial assistance for the promotion of aeronautics in the State of Tennessee pursuant to the provisions of Tennessee Code Annotated 42-2-218 or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund.

A.3 Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on **June 30th, 2025** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **four (4)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Twenty Thousand Dollars and Zero Cents ($20,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation – Aeronautics Division
https://www.blackcataviation.com

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Transportation – Aeronautics Division
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

(4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee

shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally 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.

b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to

the respective party as set out below:
The State:

Evan Rodgers
Transportation Program Monitor
TN Dept. of Transportation – Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208

The Grantee:

Dr. Jon Rysewyk, Superintendent
Knox County Schools
400 W. Summit Hill Drive
Knoxville, TN 37902
Email: heather.henderlight@knoxschools.org
Telephone: 865-594-8080

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when

procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. **Reserved.**

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public

(federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.4. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.5. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

E.6. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

E.7. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
(1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
(2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

E.8. Completion of Project and Repayment of Funds. The Grantee agrees to use best efforts to ensure timely completion of the Project. If the Grantee elects not to complete the Project, then the Grantee shall notify the State in writing within thirty (30) days after having made such determination and, at the discretion of the State, the Grantee may be required upon written notice to repay to the State some or all of the funds paid to the Grantee pursuant to this Agreement. The State shall have the sole determination over the amount of funds owed by the Grantee. If the State determines that any funds are owed by the Grantee, the Grantee shall pay said funds within one hundred eighty (180) days of receipt of written notice from the State.

IN WITNESS WHEREOF,

KNOX COUNTY SCHOOLS: 99-555-9934-25

GRANTEE SIGNATURE **DATE**

DR. JON RYSEWYK, SUPERINTENDENT

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER **DATE**

APPROVED AS TO FORM AND LEGALITY:

LESLIE SOUTH, GENERAL COUNSEL **DATE**

Evan Rodgers

From: noreply@formstack.com
Sent: Wednesday, May 14, 2025 4:19 PM
To: John Briggs; Evan Rodgers; Aero Grants
Subject: Aviation Outreach and Education Program
Attachments: 67375837_kcs_2024_w9.pdf; 67377202_kcs_powell_high_aviation_2025-aviation-educ-program-budget.pdf

Formstack Submission For: Aviation Education Program

Submitted at 05/14/25 4:18 PM

Date of Request:	May 14, 2025
Name of Program or Organization:	Knox County Schools: Powell High School
Point of Contact:	Heather Henderlight
Position or Title:	Grant Writer
Address:	400 W. Summit Hill Drive Knoxville, TN 37902
Phone:	(865) 594-8080
Email:	heather.henderlight@knoxschools.org
Amount of Funds Requested::	191561
Project Description:	As part of Knox County Schools' (KCS) transformation of all comprehensive high schools into career-connected 865 Academy models, Powell High School responded to student and community needs through the implementation of pathways in four Academies: Freshman, Commerce and Transportation, Digital Creation and Design, and Health Science and Human

Services. A lynchpin in the Academy of Commerce and Transportation is the district's first and only Aviation Flight Pathway. With Aviation Program Education grant funding, KCS will launch and fully implement Powell Aviation at Powell High School (PHS) in Knoxville, Tennessee. This program has a newly designed space and a newly qualified instructor, but it lacks the current technology needed to provide a state-of-the-art aviation experience to students.

When fully funded, Powell Aviation will introduce students to the fundamentals of aviation through a combination of classroom instruction, simulator training, and introductory flight experiences. The curriculum will integrate STEM disciplines with real-world aviation applications, preparing students for post-secondary education and careers in aviation and aerospace.

Powell Aviation will offer:

- Semester-long courses in aviation science (district-supported)
- Guest lectures from aviation professionals (district-supported)
- Field trips to local airports and aviation facilities (district-supported)
- Visits to post-secondary institutions with aviation pathways (district-supported)
- A capstone project involving drone technology or flight planning (with funding)
- Hands-on flight simulation labs (with funding)

Powell Aviation will be a cornerstone of the Academy of Commerce and Transportation and will serve as a pipeline to post-secondary aviation programs and careers.

Powell High School serves 1,178 students, with 294 enrolled in the Commerce and Transportation Academy. Currently, 32 freshmen have joined the Aviation Flight Pathway. As a Cohort 3 school in the Knox County 865 Academies model, Powell High School will use this grant to expand access, retention, and engagement in the pathway.

Over the next five years, approximately 200 students will receive instruction across the program of study—from foundational knowledge in Introduction to Aerospace through advanced practice in Aviation II: Advanced Flight and the Unmanned Aircraft Systems Pilot course.

Students will gain technical expertise, earn FAA-aligned certifications, and become career-ready through immersive

	hands-on simulation and unmanned aircraft training. This expansion will support the broader district initiative to align high school programming with regional labor demands and postsecondary readiness.
Goals and Objectives:	Tennessee faces a growing demand for skilled aviation professionals. However, many students—especially in rural and underserved areas—lack access to aviation education. Powell High School, in the north central area of Knox County, has a school zone reaching from the city limits of Knoxville to the outskirts of the county bordering rural Anderson County. PHS' diversity is a model for this grant-funded program. Powell Aviation will address this gap by providing hands-on aviation training and exposure to post-secondary aviation pathways in Tennessee. Funding from TDOT Aeronautics Division is essential to cover costs for flight simulator equipment, flight hours, instructional materials, and exposure that will supplement in-class instruction. KCS will utilize funding for Powell Aviation to accomplish six primary goals and associated objectives: Enrollment in Aviation Pathways will increase through targeted recruitment in the Commerce and Transportation Academy, leveraging hands-on engagement through simulators and drone technologies to provide early exposure to our freshman and sustained interest across grades 10–12, and also attract underrepresented populations. Students will graduate with foundational knowledge in aerospace systems, aviation regulations, and flight operations, aligned with FAA Part 61 and Part 107 standards, preparing them for both higher education and workforce entry Students will earn Aviation-associated Early Postsecondary Opportunities (EPSOs) including the FAA Remote Pilot Certification (Part 107) in the Unmanned Aircraft Systems Pilot course and credentials aligned with industry needs as published on the TN Department of Education's Student Industry Credential list. Students will master core workforce development skills by learning to conduct flight planning, apply decision-making protocols in simulated emergencies, communicate using FAA phraseology, and demonstrate technical proficiency with avionics systems. Students will become proficient in aeronautical theory, aircraft systems, FAA regulations, and simulator-based flight operations, preparing them for both crewed and uncrewed aviation roles. Students will develop an interest in workforce opportunities

	related to aviation flight careers, including commercial aviation, aerospace engineering, aviation maintenance, and air traffic control, all of which are projected to grow significantly in the region. Students will be prepared to enter higher education pathways in aviation programs such as those offered at MTSU (Aerospace) and Pellissippi State Community College (Airframe & Powerplant).
Curriculum/Subject Areas Addressed: :	Powell High School has made strides towards the implementation of Powell Aviation with the hiring of an instructor, published availability of the Pathway, and dedicated space. Upon funding, KCS will gain KCS Board of Education approval of funding and procure requested equipment immediately to ensure student access within the 2025-26 school year. With the purchase of the Redbird MCX Flight Simulator, students will gain access to realistic, FAA-standardized training to master flight maneuvers, aircraft instrumentation, and emergency procedures. The simulator supports mastery of standards in Aviation I and Aviation II and prepares students for the Private Pilot written exam and eventual solo flight. With the purchase of DJI drones and supporting resources, students will apply aeronautical decision-making, flight planning, and operational safety standards within the Unmanned Aircraft Systems Pilot course. This supports the attainment of the FAA Part 107 certification and career readiness for commercial drone operation. Instruction will align with the Tennessee Department of Education's Transportation career cluster standards and incorporate career readiness, literacy, and mathematical reasoning competencies.
Performance Measurements:	Tennessee's aviation and aerospace sector is experiencing significant growth, with an expected 60.4% increase in airline pilot roles and 38.5% growth in avionics technician jobs by 2022. The Aviation Flight Pathway at Powell High aligns directly with these regional needs. The pathway serves as a launchpad for high-wage, high-demand opportunities in air traffic control, piloting, and aerospace engineering—fields essential to East Tennessee's workforce development. Project success will be measured using the following quantifiable metrics:

- Enrollment and Retention: Number of students enrolling in and progressing through the Aviation Flight Pathway each year.
- Credential Attainment: Number of students earning the FAA Part 107 certification and preparing for the FAA Private Pilot written exam.
- Course Completion Rates: Monitoring successful completion of all aviation pathway courses, including Introduction to Aerospace, Aviation I, Aviation II, and Unmanned Aircraft Systems Pilot.
- Simulator Use Metrics: Logs of student training hours on the Redbird MCX and Gleim simulators.
- Postsecondary and Career Placement: Number of students entering aviation postsecondary programs or employment in related fields.
- Work-Based Learning (WBL) Participation: Engagement in embedded WBL experiences including job shadowing, mentorships, and externships with aviation professionals.
- Additional data such as simulator usage logs, flight mission completion, and drone operation reports will also be maintained to track instructional effectiveness.

Knox County Schools is committed to the 865 Academy model, ensuring appropriate school and district-level support, continued investments through local and federal Perkins funding, and ongoing student recruitment and placement into pathways, including the Powell High School Aviation Pathway. KCS is: Hiring CTE-endorsed teachers with FAA certifications; Creating industry partnerships to support Work Based Learning through job shadowing experiences with pathway alignment; Maintaining articulation agreements with postsecondary programs for dual enrollment and career advancement; and Consistently recruiting students via the Commerce and Transportation Academy and middle school career exploration and outreach.

This grant will assist Powell High School in establishing a sustainable aviation education pipeline in the greater Knoxville Metropolitan area and encourage students to pursue further education for careers in aviation. By fostering early exposure and interest, Powell High School aims to contribute to the growth of Tennessee's aviation workforce and industry.

Number of direct participants in program.:	32

In which Grand Division of the state is the school/program located?:	East
Justification of need for funding::	The Aviation program is in it's first year, has a newly designed space and a newly qualified instructor, but it lacks the current technology needed to provide a state-of-the-art aviation experience to students. The budget for KCS CTE across all 16 high schools organization is listed below, but specific FY26 school budget information was not available at the deadline for this grant.
Total budget of the organization::	15713717
Total budget of the program::	117175
Percentage of the program TDOT Aeronautics is being asked to fund::	62
Other contributors or anticipated contributors and the amount contributed::	None at this time.
Upload Copy of Current W-9:	View File
Upload Program Budget Form:	View File

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

ATTACHMENT TWO
PAGE ONE

GRANT BUDGET

Knox County Schools: 2025 Aviation Education Program — **AERO-25-336-00**

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: 6/30/2025** **END: 6/29/2026**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	$20,000.00	$0.00	$20,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**$20,000.00**	**$0.00**	**$20,000.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT TWO
PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
2025 Aviation Education Program	$20,000.00
TOTAL	**$20,000.00**

TAD Project # 99-555-9934-25

Project Breakdown:

TX	$20,000.00	100% State
Grant Total:	$20,000.00	100%

From: Evan Rodgers
To: HEATHER HENDERLIGHT
Subject: 2025 Aviation Education Program Award
Date: Thursday, July 10, 2025 10:17:55 AM
Importance: High

Good morning!

After much deliberation, the 2025 Aviation Education Grant Award selections have been made. It is with great pleasure that TDOT Aeronautics has selected **Knox County Schools: Powell High School** to receive **$20,000.00** in award. We have decided to fund the following program items:

- **2 Gleim Simulators & instruction/reference materials**

More information will be provided in the very near future, and you will be notified when the grant is ready. If you have any questions regarding your award, my email is evan.rodgers@tn.gov. Thank you for your participation, and congratulations on your award!

Regards,

Aeronautics Division
Tennessee Department of Transportation
Evan Rodgers | Transportation Program Monitor
TDOT Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
P: 615-506-8157 | E: Evan.Rodgers@tn.gov

From: HEATHER HENDERLIGHT
To: "Evan Rodgers"
Subject: RE: Knox County Schools: Powell High School 2025 Aviation Education Application
Date: Monday, June 30, 2025 9:08:00 AM
Attachments: image001.png

Evan,

Thank you so much for reaching out. Yes, we would be happy to receive $20,000 to fund 2 Gleim flight simulators. Please let me know what else I can do to help with the grant application. I am back in the office this week.

We appreciate you reaching out.

Heather Henderlight, Ed.S
Grant Writer | Strategy Division
UT Tower 613B
(865) 594-8080
https://bit.ly/KCSgrantsteps
Click here to get started locating and pursuing grant funds!

PROJECT MANAGEMENT
KCS | KNOX COUNTY SCHOOLS

From: Evan Rodgers <Evan.Rodgers@tn.gov>
Sent: Thursday, June 26, 2025 8:41 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: Knox County Schools: Powell High School 2025 Aviation Education Application

Good morning Heather!

The TDOT Aeronautics 2025 Aviation Education scoring committee reviewed your application submittal yesterday morning.

The committee is proposing a compromise on the request amount in order to diversify & spread out funding throughout the state:

They are offering the school a total award amount of $20,000.00 in order to fund 2 Gleim flight simulators and the student reference materials.

Please let me know your thoughts on this proposal at your earliest convenience. Thank you!

Aeronautics Division
Tennessee Department of Transportation

Evan Rodgers | Transportation Program Monitor
TDOT Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
P: 615-506-8157 | E: Evan.Rodgers@tn.gov

From: BUCK COATNEY
To: HEATHER HENDERLIGHT
Cc: CHAD L SMITH
Subject: Powell
Date: Wednesday, July 2, 2025 4:47:58 PM

From Reese:

2 Gleim FE-BATDs: A request was made for one of these in the grant, which would give us a total of 3 of the FE-BATD FAA approved simulators. This would be really helpful when we get to the point of being an FAA approved program in some capacity. At least, that's my long-range goal (3 to 5 years or sooner).

The Gleim FETs (6 assembled; 2 in storage; 4 requested in the grant giving us 12 total) are a great and effective tool for programs like ours to introduce aviation concepts and maneuvers to students.

All of this is with scaffolding in mind: Intro to Avaition and Aviation 1 will be using the Gleim FETs; Aviation 2 will be using the Gleim FE-BATDs as a flight simulation testing platform (with instructor manipulation of the flight environment for situational awareness, emergencies, difficult conditions, etc.) for students to graduate to the fully immersive flight experience of the FAA approved Redbird simulator that was requested in the grant.

Side note: The Gleim FE-BATDs and the Redbird simulators are approved by the FAA to build seat time, which fits in with the long-range goals.

I hope this helps.

Sent from my iPhone

Executive Summary/Program Overview

As part of Knox County Schools' (KCS) transformation of all comprehensive high schools into career-connected 865 Academy models, Powell High School responded to student and community needs through the implementation of pathways in four Academies: Freshman, Commerce and Transportation, Digital Creation and Design, and Health Science and Human Services. A lynchpin in the Academy of Commerce and Transportation is the district's first and only Aviation Flight Pathway. With Aviation Program Education grant funding, KCS will launch and fully implement *Powell Aviation* at Powell High School (PHS) in Knoxville, Tennessee. This program has a newly designed space and a newly qualified instructor, but it lacks the current technology needed to provide a state-of-the-art aviation experience to students.

When fully funded, *Powell Aviation* will introduce students to the fundamentals of aviation through a combination of classroom instruction, simulator training, and introductory flight experiences. The curriculum will integrate STEM disciplines with real-world aviation applications, preparing students for post-secondary education and careers in aviation and aerospace.

Powell Aviation will offer:

- Semester-long courses in aviation science (district-supported)
- Guest lectures from aviation professionals (district-supported)
- Field trips to local airports and aviation facilities (district-supported)
- Visits to post-secondary institutions with aviation pathways (district-supported)
- A capstone project involving drone technology or flight planning (with funding)
- Hands-on flight simulation labs (with funding)

Powell Aviation will be a cornerstone of the Academy of Commerce and Transportation and will serve as a pipeline to post-secondary aviation programs and careers.

Goals and Objectives of Program

Tennessee faces a growing demand for skilled aviation professionals. However, many students—especially in rural and underserved areas—lack access to aviation education. Powell High School, in the north central area of Knox County, has a school zone reaching from the city limits of Knoxville to the outskirts of the county bordering rural Anderson County. PHS' diversity is a model for this grant-funded program. *Powell Aviation* will address this gap by providing hands-on aviation training and exposure to post-secondary aviation pathways in Tennessee. Funding from TDOT Aeronautics Division is essential to cover costs for flight simulator equipment, flight hours, instructional materials, and exposure that will supplement in-class instruction.

KCS will utilize funding for *Powell Aviation* to accomplish six primary goals and associated objectives:

Enrollment in Aviation Pathways will increase through targeted recruitment in the Commerce and Transportation Academy, leveraging hands-on engagement through simulators and drone technologies to provide early exposure to our freshman and sustained interest across grades 10–12, and also attract underrepresented populations.

Students will graduate with foundational knowledge in aerospace systems, aviation regulations, and flight operations, aligned with FAA Part 61 and Part 107 standards, preparing them for both higher education and workforce entry

Students will earn Aviation-associated Early Postsecondary Opportunities (EPSOs) including the FAA Remote Pilot Certification (Part 107) in the Unmanned Aircraft Systems Pilot course and credentials aligned with industry needs as published on the TN Department of Education's Student Industry Credential list.

Students will master core workforce development skills by learning to conduct flight planning, apply decision-making protocols in simulated emergencies, communicate using FAA phraseology, and demonstrate technical proficiency with avionics systems.

Students will become proficient in aeronautical theory, aircraft systems, FAA regulations, and simulator-based flight operations, preparing them for both crewed and uncrewed aviation roles.

Students will develop an interest in workforce opportunities related to aviation flight careers, including commercial aviation, aerospace engineering, aviation maintenance, and air traffic control, all of which are projected to grow significantly in the region.

Students will be prepared to enter higher education pathways in aviation programs such as those offered at MTSU (Aerospace) and Pellissippi State Community College (Airframe & Powerplant).

Expected Program Outcomes/Impact

Powell High School serves 1,178 students, with 294 enrolled in the Commerce and Transportation Academy. Currently, 32 freshmen have joined the Aviation Flight Pathway. As a Cohort 3 school in the Knox County 865 Academies model, Powell High School will use this grant to expand access, retention, and engagement in the pathway.

Over the next five years, approximately 200 students will receive instruction across the program of study—from foundational knowledge in *Introduction to Aerospace* through advanced practice in *Aviation II: Advanced Flight* and the *Unmanned Aircraft Systems Pilot* course.

Students will gain technical expertise, earn FAA-aligned certifications, and become career-ready through immersive hands-on simulation and unmanned aircraft training. This expansion will support the broader district initiative to align high school programming with regional labor demands and postsecondary readiness.

Program Implementation Strategy/Program Planning

PHS has made strides towards the implementation of *Powell Aviation* with the hiring of an instructor, published availability of the Pathway, and dedicated space. Upon funding, KCS will gain KCS Board of Education approval of funding and procure requested equipment immediately to ensure student access within the 2025-26 school year.

With the purchase of the Redbird MCX Flight Simulator, students will gain access to realistic, FAA-standardized training to master flight maneuvers, aircraft instrumentation, and emergency procedures. The simulator supports mastery of standards in *Aviation I* and *Aviation II* and prepares students for the Private Pilot written exam and eventual solo flight.

With the purchase of DJI drones and supporting resources, students will apply aeronautical decision-making, flight planning, and operational safety standards within the *Unmanned Aircraft Systems Pilot* course. This supports the attainment of the FAA Part 107 certification and career readiness for commercial drone operation.

Instruction will align with the Tennessee Department of Education's Transportation career cluster standards and incorporate career readiness, literacy, and mathematical reasoning competencies.

Consistency with Local Need/Community Impact

Tennessee's aviation and aerospace sector is experiencing significant growth, with an expected 60.4% increase in airline pilot roles and 38.5% growth in avionics technician jobs by 2022. The Aviation Flight Pathway at Powell High aligns directly with these regional needs. The pathway serves as a launchpad for high-wage, high-demand opportunities in air traffic control, piloting, and aerospace engineering—fields essential to East Tennessee's workforce development.

Ability to Measure and Quantify Project Outcomes

Project success will be measured using the following quantifiable metrics:

- **Enrollment and Retention**: Number of students enrolling in and progressing through the Aviation Flight Pathway each year.
- **Credential Attainment**: Number of students earning the FAA Part 107 certification and preparing for the FAA Private Pilot written exam.
- **Course Completion Rates**: Monitoring successful completion of all aviation pathway courses, including *Introduction to Aerospace*, *Aviation I*, *Aviation II*, and *Unmanned Aircraft Systems Pilot*.
- **Simulator Use Metrics**: Logs of student training hours on the Redbird MCX and Gleim simulators.
- **Postsecondary and Career Placement**: Number of students entering aviation postsecondary programs or employment in related fields.

- **Work-Based Learning (WBL) Participation**: Engagement in embedded WBL experiences including job shadowing, mentorships, and externships with aviation professionals.
- **Additional data** such as simulator usage logs, flight mission completion, and drone operation reports will also be maintained to track instructional effectiveness.

Program Sustainability

Knox County Schools is committed to the 865 Academy model, ensuring appropriate school and district-level support, continued investments through local and federal Perkins funding, and ongoing student recruitment and placement into pathways, including the Powell High School Aviation Pathway. KCS is: Hiring CTE-endorsed teachers with FAA certifications; Creating industry partnerships to support Work Based Learning through job shadowing experiences with pathway alignment; Maintaining articulation agreements with postsecondary programs for dual enrollment and career advancement; and Consistently recruiting students via the Commerce and Transportation Academy and middle school career exploration and outreach.

This grant will assist Powell High School in establishing a sustainable aviation education pipeline in the greater Knoxville Metropolitan area and encourage students to pursue further education for careers in aviation. By fostering early exposure and interest, Powell High School aims to contribute to the growth of Tennessee's aviation workforce and industry.

Program Budget and Schedule (see below)

Category	Item	TDOT Grant Funded	KCS Contribution (SY 25-26)	Total Program Cost (SY 25-26)
KCS In-Kind	Powell Aviation Instructor (estimated salary and benefits for 25-26)		$110,000.00	$110,000.00
KCS In-Kind	Student Guaranteed Experiences (estimated at $350/bus x 2 postsecondary visits and 2 industry experiences in 25-26)		$1,400.00	$1,400.00
KCS In-Kind	FAA Part 107 Drone/UAS Student Certification Exams (estimated at $175 each x 25 students)		$4,375.00	$4,375.00
Instructor Professional Development	Redbird Simulator K-12 Instructor Training	$5,500.00		$5,500.00
Fight Simulators	Redbird MCX and Gleim Flight Simulators and Supporting Equipment	$156,944.59		$156,944.59
Instructional Resources	Aviation Mechanics, Maintenance, Pilot Instruction Manuals	$2,617.20		$2,617.20
Unmanned Aircraft Systems	DJI Quadcopter and DJI mini drones, drone obstacle course	$26,499.19		$26,499.19
Total *Powell Aviation* Budget		**$191,560.98**	**$115,775.00**	**$307,335.98**

Month	Activity
June/July 2025	TDOT Aviation Education Program Grant Notifications
July 2025	KCS Grants Office to research state purchasing contracts for equipment order for Powell Aviation; Submit grant award to KCS Board of Education
August 2025	KCS Grants Office to secure quotes and purchase orders for Powell Aviaition equpment and supplies; Submit requests to KCS IT and Maintenance for installation support
September 2025	Supplies and Equipment ordered for Powell Aviation; Professional Development opportunties requests submitted to KCS Grants office by Powell Aviation
October 2025	Instructional supplies and Unmanned Aircraft Systems delivered to Powell Aviation
December 2025	Flight simulator supplies and equipment delivered and installed for Powell Aviation
December 2025 (and annually thereafter)	Metrics gathered and progress to goals reviewed
May 2026 (and annually thereafter)	Metrics gathered and progress to goals reviewed
Spring 2026 (an annually thereafter)	75% of Powell Aviation students sit for certification tests
School Year 25-26 (and annually thereafter)	Student 865 Academy Guaranteed Experiences (postsecondary and industry visits)

TN TDOT Department of Transportation

PROGRAM BUDGET - EQUIPMENT, SUPPLIES and MATERIAL COSTS.

Budget for entire program indicating what TDOT's grant would pay for.

ITEM	Category*	QUANTITY	COST	TOTAL	OTHER	AMOUNT OF REQUEST
Instructor Professional Development	Professional Development	1	$5,500.00	$5,500.00	$0.00	$5,500.00
Redbird and Gleim Flight Simulators, supporting equipment and training	Flight Simulators	1 Redbird, 5 Gleim	$156,944.59	$156,944.59		$156,944.59
Student reference materials for aviation mechanics, maintenance, drones and pilot certifications	Instructional Supplies	12 Gleim, 1 of each ebook/guide	$2,617.20	$2,617.20		$2,617.20
DJI Quadcopter, DJI mini drones, Air:bit drones, drone obstacle and racing courses, charging peripherals; drone reference book	Unmanned Aircraft Systems	1 Quadcopter, 24 mini drones, 1 book,	$26,499.19	$26,499.19		$26,499.19
Powell Aviation Instructor (estimated salary and benefits)	Knox County Schools (in-kind contribution)	1			($110,000.0)0	
865 Academies: Student Guaranteed Experiences	Knox County Schools (in-kind contribution)	4			($1,400.00)	
FAA Part 107 UAS Certification Exams	Knox County Schools (in-kind contribution)	25			($4,375.00)	
TOTAL				**$191,560.98**	**$117,175.00**	**$191,560.98**

* Categorize the item being purchased in terms of the type of program it is supporting (i.e. A&P, UAS, Flight Instruction, Simulators, Workshops, Field trips, Other Equipment)

FUNDING SHARES	APPLICANT CONTRIBUTION	TDOT AERONAUTICS	TOTAL
	$117,175.00	$191,560.98	$308,735.98

SUMMARY OF FINANCIAL INFORMATION NEEDED

- COPY OF CURRENT W-9

  Period of performance is not to exceed one (1) calendar year from the date the funds are formally approved for the grant application.

- FINANCIAL REPORT (OR AUDIT) AND COMPLETION REPORT REQUIREMENTS
  A detailed Financial Report (Grants $10,000 or less) OR AUDIT (Grants $10,001 or more) that includes all expenditures for the program, both monetary and in-kind, must be submitted to TAD within sixty (60) days following completion of the program.

- The Completion Report shall give a thorough account of the program and the goals met during the course of the program. The Completion Report must be submitted to the TAD within sixty (60) days following completion of the program. Failure to meet reporting requirements will result in ineligibility for future funding.

- INVOICES
  Invoices will not be processed without corresponding receipts for the items purchased.

- PAYMENTS
  Payment will be processed upon submission of receipts and canceled checks.

- RECORDS
  Records of expenditures shall be maintained for not less than three (3) years. Reasonable access to these records will be provided at the grantees regular place of business. Records will be available for audit by the Tennessee State Auditor and Inspector.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 7th day of August, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-506

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/29/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of $20,000 in grant funds from Tennessee Department of Transportation, Aeronautics Division, for Powell High School Aviation program. The grant application was for $200,000, and TDOT approved $20,000. There are two emails attached to document the change in amount.

Cost to Knox County Schools

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17581 **R-25-8-210**

COMMISSION

Meeting Date: 08/25/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $111,615.86.
(Schools)

Attachments

Resolution

Grant/Donation Listing

1-MTSU/TPR Grant

2-Melissa's Hope Foundation Grant

3-TVA Uplift Grant

4-City of Knoxville Grant

5-West High School Foundation Donation

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS AND DONATIONS FOR THE KNOX COUNTY SCHOOLS AS SHOWN ON THE ATTACHED LIST AND IN THE TOTAL AMOUNT OF $111,615.86.

RESOLUTION: **R-25-8-210**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education has deemed it in the best interest of the Knox County Schools to apply for and receive public and private grants for the benefit of the Knox County Schools; and

WHEREAS, the Knox County Board of Education is also thankful for the generous donations it receives to help further the important work of the Knox County Schools; and

WHEREAS, the attached list itemizes the (1) grantor/donor; (2) the amount of the grant or donation; (3) the school to which the grant or donation applies; and (4) the purpose of each grant or donation; and

WHEREAS, the Knox County Commission desires to authorize the acceptance of the grant funds and donations; and

WHEREAS, at its regularly scheduled meeting on August 7, 2025, the Knox County Board of Education individually approved the grants and donations listed on the attached document.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of grant funds and donations for the Knox County Schools as specifically shown on the list of grants and donations attached hereto and incorporated herein by reference and in the total amount of $111,615.86. A copy of the grant or donation notification letter and/or other information provided with each grant or donation is also attached hereto.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify Knox County's acceptance of the listed grants or donations, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SCHOOLS
Grant and Donation Listing
August 2025

No.	Grantor/Donor	School/Program/ Dept Benefitted	Designation	Matching Funds	Personnel Funded	Amount
1	Teaching with Primary Resources Southern Region at Middle Tennessee State University	KCS Social Studies Department	Implementing Inquire-Based Learning in Elementary Social Studies through Historical Resources	N/A	N/A	$24,915.86
2	Melissa's Hope Foundation Grant	Dogwood Elementary School	Special Education Program	N/A	N/A	$50,000.00
3	TVA Uplift Grant	Green Magnet Academy	Outdoor Sensory Garden	N/A	N/A	$10,000.00
4	City of Knoxville Grant	West High School	Orchestra Program	N/A	N/A	$1,700.00
5	West High School Foundation	West High School	School Branding Project	N/A	N/A	$25,000.00
			TOTAL AMOUNT			**$111,615.86**

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of $24,915.86 in grant funds from Teaching with Primary Resources, Southern Region at Middle Tennessee State University, for the KCS Social Studies department.

Cost to Knox County Schools

0

Description and Type of Funding Source

TPS Southern Region

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

From: KATHERINE SHULTZ
To: LAURA DENTON
Cc: HEATHER HENDERLIGHT
Subject: Fw: Teaching with Primary Sources Southern Region - Award and Next Steps
Date: Monday, June 30, 2025 9:40:07 AM
Attachments: New Subrecipient Information Form.pdf
TITLE VI AND TITLE IX SURVEY Fillable Rev 2020.pdf
Outlook-dl2c4hwu.png

Wonderful news!! I would like to talk with you about about next steps and I will need to get this on the school board agenda for approval. Vickie Beckers officially retired last week, and our new administrative assistant (Monica Albright Smith) will not fully transition to this position until mid to late July so any help would be greatly appreciated. Thank you for your help with this grant - I am SUPER excited to get to work!

Katherine

Katherine Shultz
Knox County Schools
K-12 Social Studies Supervisor
865.594.1730 (office)



From: Kira Duke <Kira.Duke@mtsu.edu>
Sent: Wednesday, June 25, 2025 10:54 AM
To: KATHERINE SHULTZ <katherine.shultz@knoxschools.org>
Cc: Michelle Willard <Michelle.Willard@mtsu.edu>; Alexandria H. McMahan <Alexandria.McMahan@mtsu.edu>; Antoinette Van Zelm <Antoinette.VanZelm@mtsu.edu>; Layla J. Smallwood <layla.smallwood@mtsu.edu>; Stacey Graham <Stacey.Graham@mtsu.edu>
Subject: Teaching with Primary Sources Southern Region - Award and Next Steps

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Katherine,

We are happy to share with you that the TPS Southern Region will fund your project – "Inquiry Starts Here: Exploring Social Studies Standards Through Sources" for $24,915.86.

Please review the Post-Award Project Checklist. This will detail the next administrative

steps for you as you get your project started. The first step will be completing the New Sub recipient Information Form and the Title VI and Title IX Survey (see attached). These should be returned to me promptly via email. If you or the designated institution business official have questions about either form, please email Michelle Willard AND myself.

As you get started on your project, we will be in touch regarding an orientation session and providing you with a designated point of contact to assist you throughout the completion of your project.

Kira Duke
Education Specialist
Middle Tennessee Regional History Day Coordinator
Teaching with Primary Sources Southern Region at Middle Tennessee State University
Center for Historic Preservation
MTSU Box 80
Murfreesboro, TN 37132
(615) 898-2605 direct
(615) 898-2947 office
www.mtsu.edu/tps

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency]

Pass-Through Entity (PTE):	**Subrecipient:**
Middle Tennessee State University	Knox County Schools
PTE PI: Dr. C. Van West	Sub PI: Katherine Shultz
PTE Federal Award No: FAIN GA25C0001	Subaward No: 537687-777C7-01

Project Title: Implementing Inquiry-Based Learning in Elementary Social Studies through Historical Sources

Subaward Budget Period: Start: 07/01/2025 End: 04/30/2026	Amount Funded This Action (USD): $ 24,915.86
Estimated Period of Performance: Start: 07/01/2025 End: 04/30/2026	Incrementally Estimated Total (USD): $ 24,915.86

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Administrative Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable

10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:
_____ Date	_____ 07/21/2025 Date
Name:	Name: Dr. Jon Rysewyk
Title:	Title: Superintendent, Knox County Schools

Attachment 1
Certifications and Assurances

Subaward Number:
537687-777C7-01

Certification Regarding Lobbying (2 CFR 200.450)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records
Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Use of Name
Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number: 537687-777C7-01

Required Data Elements

The data elements required by Uniform Guidance are incorporated: as entered.

Awarding Agency Institute (If Applicable): Library of Congress

Federal Award Issue Date	FAIN	Assistance Listing No.
02/03/25	GA25C0001	42.010

Assistance Listing Program Title (ALPT): Teaching with Primary Sources Southern Regional Partner

Key Personnel Per NOA: C Van West

This Subaward Is:

■ Research & Development ☐ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
   https://www.loc.gov/
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
   https://www.loc.gov/programs/teachers/about-this-program/teaching-with-primary-sources-partner-program/tps-grants/tps-faqs/
4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
   https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1 except for the following :
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:
Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: Library of Congress

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

2 CFR - Appendix A to Part 170: https://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/xml/CFR-2012-vol1-part170-appA.xml

Library Name. The Awardee shall not use the name "Library of Congress" or any abbreviation or subset of the name (such as "LC", "LoC", or "Teaching with Primary Sources") or logos (collectively, "Library Marks") to explicitly or implicitly endorse a product or service or materials in a publication, including online. Subject to the Library's prior written approval over all aspects of the use and presentation of Library Marks, the Awardee may use Library Marks in connection with publication, distribution, packaging, publicity and promotion of the Project or products produced as a result of this Agreement. In addition, the Awardee must acknowledge the collaboration with the Library by including a credit in or on projects created under the terms of this Agreement that reads: "'Teaching with Primary Sources Southern Regional Partner' project has been made possible in part by funding from the Library of Congress."

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number: 537687-777C7-01

PTE Information

Entity Name: Middle Tennessee State University

Legal Address: 1301 East Main Street
Murfreesboro, TN 37132-0002

Website: www.mtsu.edu

PTE Contacts

Central Email: research@mtsu.edu

Principal Investigator Name: Dr. C. Van West

Email: Carroll.West@mtsu.edu Telephone Number: 615-898-2262

Administrative Contact Name: Kira Duke

Email: kira.duke@mtsu.edu Telephone Number: 615-898-2605

COI Contact email (if different to above):

Financial Contact Name: Mike Zierman

Email: mike.zierman@mtsu.edu Telephone Number: 615-898-5912

Email invoices? (●) Yes ( ) No Invoice email (if different): invoice@mtsu.edu, jamie.treadwell@mtsu.edu, kira.duke@mtsu.edu

Authorized Official Name: Drew Harpool

Email: drew.harpool@mtsu.edu Telephone Number: 615-898-2088

PI Address:

1301 Main St
MTSU Box 0080
Murfreesboro, TN 37132

Administrative Address:

1301 Main St
MTSU Box 124
Murfreesboro, TN 37132

Invoice Address:

RE: Accounts Receivable
1301 Main St
MTSU CAB 103
Murfreesboro, TN 37132

Attachment 3B

Subrecipient Contacts

Subaward Number: 537687-777C7-01

Subrecipient Information for FFATA reporting

Entity's UEI Name: Knox County Schools

EIN No.: 62-1514781

Institution Type: Non-Domestic (non-US) Entity

UEI: QCB4DPK11ZH5

Currently registered in SAM.gov: (•) Yes ( ) No

Exempt from reporting executive compensation: ( ) Yes ( ) No *(if no, complete 3Bpg2)*

Parent UEI: QCB4DPK11ZH5

This section for U.S. Entities:

Congressional District: 2

Zip Code Look-up

Zip Code+4: 37902-1419

Place of Performance Address

400 W. Summit Hill Drive
Knoxville, TN 37902-1419

Subrecipient Contacts

Central Email: superintendent@knoxschools.org

Website: https://www.knoxschools.org/

Principal Investigator Name: Katherine Shultz

Email: katherine.schultz@knoxschools.org Telephone Number: 865-594-1730

Administrative Contact Name: Laura Denton

Email: laura.denton@knoxschools.org Telephone Number: 865-594-8080

Financial Contact Name: Ginger Giffin

Email: ginger.giffin@knoxschools.org Telephone Number: 865-594-1679

Invoice Email: ginger.giffin@knoxschools.org

Authorized Official Name: Jon Rysewyck

Email: superintendent@knoxschools.org Telephone Number: 865-594-1907

Legal Address:

400 W. Summit Hill Drive
Knoxville, TN 37902-1419

Administrative Address:

400 W. Summit Hill Drive
Knoxville, TN 37902-1419

Payment Address:

P.O. Box 314
Knoxville, TN 37901

Attachment 3B-2

Highest Compensated Officers

Subaward Number: 537687-777C7-01

Subrecipient:

Institution Name: Knox County Schools

PI Name: Katherine Shultz

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number: 537687-777C7-01

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of of the end of the month.

☒ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.

☒ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

☒ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.

☐ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via designated portal and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: No

☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

See attached Addendum 1

Full NOA available upon request.

Subaward Number: 537687-777C7-01

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

(•) Below ( ) Attached, [ ] pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

This project will train a cohort of KCS teachers as they prepare for new state standards implementation through inquiry-based instruction. Additionally, the cohort will train other teachers through system-wide professional development opportunities as we prepare for Fall 2027. The first half of training days will consist of new learning led by district social studies facilitators while the afternoon will include time for participants to create lessons using Library of Congress sources for our new standards training and roll out. District facilitators will model best practices as well as provide feedback and lesson refinement between each training. At the conclusion of the project, revised and completed standards-aligned, inquiry-based lessons to use in 3rd, 4th, 5th grade social studies classrooms will be available to use in future district level trainings and standards implementation.

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied: 3.42 %

Rate Type: Modified Total Direct Costs

Cost Sharing: No

If Yes, include Amount: $

Budget Details

( ) Below ( ) Attached, [ ] pages

Budget Totals

Direct Costs	$ 24,091.92
Indirect Costs	$ 823.94
Total Costs	$ 24,915.86

All amounts are in United States Dollars

Subaward Number:
537687-777C7-01

Attachment 6

Notice of Award (NOA) and any additional documents

○ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

◉ Not incorporating the NOA or any additional documentation to this Subaward.

Addendum 1

9. Intellectual Property Rights and Data Availability. The Awardee and its sub-awardees hereby provide an open license to the public for the Project Content, including, without limitation, any new copyrightable materials created in whole, or in part, with these award funds and any copyrightable modifications made to pre-existing content using these award funds. The Awardee and its sub-awardees are solely and exclusively responsible for obtaining any necessary clearances, permissions, and/or releases for the creation, distribution, performance and other uses of the Project Content. The Awardee will ensure that neither the Project nor any related materials associated with the Project will interfere with or violate any rights of third parties, any copyright, trademarks, license, or any other right, and will contain no matter that is libelous or in violation of any rights of privacy or that is otherwise contrary to law. To the maximum extent possible, the Awardee will obtain necessary consents and open licenses for non-commercial public use.

This license is worldwide, non-exclusive, royalty-free, perpetual, and irrevocable, and grants the public permission to access, reproduce, publicly perform, publicly display, adapt, distribute, and otherwise use, for any purposes, copyrightable intellectual property created with the funds, provided that the licensee gives attribution to the designated authors of the intellectual property. All materials must be labeled as open educational resources (OER). All computer software source code developed or created with these award funds must be openly licensed under an intellectual property license that allows the public to freely use and build upon source code created or developed pursuant to this grant of funds.

All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Library of Congress, including being available in a manner that is sufficient for independent verification. The Federal Government has the right to: (1) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and (2) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

10. Definitions.

Project Content: Information or materials required to be delivered, under this Agreement and subawards, including Underlying Content and Digital Content.

Underlying Content: The original, non-digital version of any or all images, text, data, and/or other works of authorship from which digital copies are created or developed in connection with, or that are otherwise incorporated into, the Project. (The following examples are not comprehensive, but Underlying Content may include chapters or sections from books in draft or published, articles, research papers, photographs, and similar works in whole or in part included in the delivered Project.)

Digital Content:

• Any or all digital copies of any Underlying Content,

• Any or all images, text, data (including without limitation metadata), and/or other works of authorship that are originally created or developed in digital form in connection with the Project, and/or

• Any or all databases or other compilations of any of the foregoing (including without limitation the organizational structure of any such compilation), in each case that are created or developed in connection with, or otherwise incorporated into, the Project.

11. Accessibility Requirements. The Library is committed to ensuring that information communication technology (ICT) allows Library employees and members of the public with disabilities to access and use information and data comparable to access and use by individuals without disabilities. For purposes of ICT, the Library has adopted standards used by executive branch agencies under section 508 of the Rehabilitation Act (29 U.S.C. 794d), established in appendices of 36 C.F.R. 1194.1 and the references cited therein (hereinafter "Section 508 Standards"). Because the goal is that Awardee Project materials be as widely accessible as possible including potential access via Library websites, all Awardee Project Content and materials required to be provided to the Library must meet or exceed applicable Revised Section 508 Standards and Web Content Accessibility Guidelines (WCAG) Standards.

12. Restriction on use of Generative Artificial Intelligence Tools. The Awardee must not use generative artificial intelligence (generative AI) to create or produce any Project Content. For purposes of this restriction, generative AI tools are those that produce synthetic text, images, code, video, and music in response to user prompts and include, but are not limited to, ChatGPT, BARD, DALL-E, MidJourney, and Stable Diffusion. For purposes of this restriction, generative AI does not include the use of AI-enhanced word processing, email, or search tools that are already widely incorporated in day-to-day life such as AI tools embedded in image editing applications and spell or grammar checking functions.

Project Title:

Implementing Inquiry-Based Learning in Elementary Social Studies through Historical Sources

Project Leader Contact Information:

Katherine Shultz, K-12 Social Studies Supervisor, Knox County Schools (KCS)

Katherine.shultz@knoxschools.org

Background:

Knox County Schools 2nd Congressional District

The Knox County Social Studies Department (KCS SSD) currently serves all K-12 social studies teachers by providing in-person and asynchronous professional development sessions to support content and pedagogical knowledge. We have district wide learning days three times a year where content sessions are provided for 300 secondary social studies teachers as well as approximately 2800 elementary teachers.

KCS SSD department has been awarded grants from Governor Bill Lee to enhance civics education in our district, Open Educational Resources for World History teachers in middle and high schools, Teaching With Primary Sources to support a cohort of 8th grade U.S. History teachers, and a Knoxville Educational Fund (KEF) grant which allowed our department to create a mobile museum that can travel to all elementary schools. All grants were successfully overseen, executed, and sustained by the KCS Social Studies Department.

Project Leader's TPS Professional Development Experience

Katherine Shultz has participated in numerous TPS PDs at the East TN Historical Center from 2012-2019. Additionally, Katherine Shultz provided partnership support for the TPS Regional Grant awarded to the East TN Historical Society that involved KCS 8th grade teachers during the 2023-2024 school year.

Project Rationale

New Tennessee state social studies standards will be implemented Fall 2027 and there will be substantial change for grades 3, 4, and 5. Content training for teachers along with aligned resources to support teaching and learning for students is vital for successful implementation. This project will provide teachers the opportunity to learn, plan for the standards shift, and prepare materials as they train colleagues throughout the district as we move towards full standards implementation.

Project goals and objectives:

This project will train a cohort of KCS teachers as they prepare for new state standards implementation through inquiry-based instruction. Additionally, the cohort will train other teachers through system-wide professional development opportunities as we prepare for Fall 2027. The first half of training days will consist of new learning led by district social studies facilitators while the afternoon will include time for participants to create lessons using Library of Congress sources for our new standards training and roll out. District facilitators will model best practices as well as provide feedback and lesson refinement between each training. At the conclusion of the project, revised and completed standards-aligned, inquiry-based lessons to use in 3rd, 4th, 5th grade social studies classrooms will be available to use in future district level trainings and standards implementation.

Project Staff:

Katherine Shultz, project leader will oversee the planning, implementation, budget, evaluation, and all documentation from start to finish.

Kristin Risdahl, 3rd grade lead, Angie Maxey, 4th grade lead, Dean Burress, 5th grade lead. All KCS facilitators will oversee a specific grade work and will collaborate as a team to plan and lead teacher teams. They will also provide lesson plan feedback and support any needed revisions. Facilitators will guide district-wide standards implementation at teacher inservice.

Target Audience

Participants will be selected to work on this project through an application process that includes 30 teachers (10 3rd, 10 4th, 10 5th) representing all five KCS regions. These 30 teacher leaders will then lead our district standards implementation training for all intermediate elementary social studies teachers for Knox County Schools (approximately 1500 teachers) at district learning inservice days.

Project Events and/or Products to be developed

The first half of the four days of in-person training (meeting quarterly) will consist of new learning led by district social studies facilitators while the afternoon will include time for participants to create lessons using Library of Congress sources for our new standards training and roll out. District facilitators will model best practices as well as provide feedback and lesson refinement between each training. Feedback and refinement will take place virtually and participants will work independently with support from their grade level lead. New content for 3rd grade teachers will include the Revolutionary War, creating a new government, and the growth of the Republic. Fourth grade new content will focus on industrialization through the Civil Rights Movement, while fifth grade will concentrate on Tennessee History and World Geography. Collections used will include accessing primary source sets and presentations under the Classroom Materials Teacher section, as well as Index of Library of Congress Research Guides along with TPS primary source analysis tools. These materials will be used to create inquiry-based lessons that align to state standards and require students to engage with the content through a compelling question, investigate to learn content specific information, and then take informed action with information learned.

Project Outcomes

The desired outcome is to train a cohort of teacher leaders from all regions of our district that will be able to lead the standards implementation as we approach Fall 2027 using standards-aligned resources. Additionally, Implementing Inquiry-Based Learning in Elementary Social Studies through Historical Sources will support teachers in creating inquiry-based lessons using resources from the Library of Congress. While learning new content and developing new lesson plans using LOC resources, teachers will also practice refining their research and analytical skills by utilizing the Library of Congress resources online. Participants will also work collaboratively to share and receive feedback with the opportunity to refine and revise their lessons. Finally, teacher leaders will have the opportunity to lead colleagues using LOC materials as the anchor of new learning as our standards shift and teachers begin to seek standards-aligned materials to teach new content. These lessons will be used for Tier One instruction in the social studies classrooms throughout Knox County. This model will be sustained through KCS Social Studies Department support, as well as ongoing professional development learning opportunities for all teachers and access to materials through our learning management platform (Canvas). Ultimately, this project will result in a comprehensive roll out of new content and resources in a timely fashion to support teachers and students as content standards shift in our state.

Project Evaluation

Success will be determined by teacher participation in training in the cohort and at the district level. The creation and accessibility of new standards-aligned inquiry based lessons will also provide evidence of a successful project upon completion. Ultimately, student learning will demonstrate project success.

Project Dissemination

Outcomes will be shared in our Regional Instructional Leadership Team meetings that occur three times a year with district and school leadership. These meetings occur in all five regions of our district. Additionally, outcomes will be shared with the KCS Social Studies Department team that meets weekly, and a final report will be shared with timeline accomplishments with the Executive Director of Teaching and Learning for Knox County Schools.

Project Sustainability

This project will allow teachers to continue to build their own library of resources through ongoing trainings and regional support over the next ten years (standards will be revised according to the Tennessee Department of Education on a ten-year cycle). The trainings will be led by the KCS Social Studies Department as well as the teacher leader cohort. Teacher leaders and participants will be able to work collaboratively to align resources with inquiry-based lessons from the examples created and shared through this project.

Project Timeline

See attached timeline

Budget

Financial Contact Information

Financial Contact Ron McPherson, Chief Financial Officer

Financial Contact email Ron.McPherson@knoxschools.org

Financial Contact telephone number 865-594-1681

EIN 621514781

UEI QCB4DPK11ZH5

TPS Funds Requested $24,804.38

Budget Narrative

Cost	Use of cost	Recipient(s)
$16,800	Substitutes for 30 teachers for 4 in-person trainings. This is an estimate based on the KCS substitute pay schedule. 120 sub days x $140/day. Substitute pay is an estimated average as actual costs vary based on school, day of week, and substitute type (certified, non-certified, or retired KCS employee).	Substitutes to cover the 30 KCS teacher's 4 training days while out of their classrooms.
$5,254.41	Stipends for off contract work for three KCS Social Studies Facilitators to co-plan, lead grade level work, model lessons and provide ongoing feedback to participants. $1,751.47 x 3	Three KCS Social Studies Facilitators
$745.59	Fringe benefits (social security and retirement) = $745.59	Kristin Risdahl Angie Maxey Dean Burress

$1,291.92	Fringe benefits (Social Security) = $1,291.92	120 total substitute teachers (coverage for 30 teachers x 4 days)
$823.94	Total indirect costs	

Grant funds will primarily cover the costs for substitutes ($18,091.92) to provide classroom coverage while teacher cohorts step away from the classroom to attend the in-person trainings. Knox County Schools has a range of pay for substitutes based upon the individual (licensure, non licensure, or retired KCS employee) as well as the school (high needs, day of the week, special day school, etc.). The most current KCS Substitute Pay Scale is linked here and attached to the application as well. It is challenging to estimate the exact cost of substitute coverage without the teacher teams in place; the budget is estimated for sufficient coverage for teachers to attend the training with their grade level cohort.

It is increasingly difficult to train teachers on a scale the size of our district outside of regular contract time. The demands teachers have on their time make after school or Saturday professional development sessions very difficult. Elementary Social Studies teachers receive the least amount of professional development, planning time, or resources yet are facing the greatest challenge in state standards as we approach new standards implementation (Fall 2027). While our efforts to support K-12 social studies are robust and no prerequisite to attend training exists, we need time with teacher leaders to build a strong cohort that is anchored in deep content knowledge and best practices with access to aligned primary and secondary sources.

Additionally, grant funds will provide stipends for the three KCS Social Studies Facilitators who will work off contract time to co-plan, lead grade level work, train participants on new content standards, model lessons, and provide ongoing feedback for lesson plans created. The stipends are $1,720 each plus social security and state retirement ($5,892.20 total).

Project Budget

See email attachment.

Appendices:

Staff:

Katherine Shultz, Project Manager

Katherine Shultz began her teaching career in 2000 in Knox County School, Knoxville, TN. After thirteen years in the classroom, she became a district wide lead teacher and then Social Studies Instructional Coach supporting 90 schools K-12. Katherine planned and led professional development for social studies teachers at the school, local, state, and national level before becoming the K-12 Social Studies Supervisor for Knox County Schools in 2020. Since then she has led her department of five facilitators to support district initiatives, has served on two state standards review committees, chairing the most recent committee in 2024, and has successfully pursued and completed the first four grants KCS Social Studies has been awarded. Katherine is passionate about sharing Social Studies content with students and teachers in a meaningful, purposeful, and relevant way to develop the next generation of historians, geographers, economists, and civic-minded citizens.

Katherine Shultz Vita Attached

Kristin Risdahl, KCS Social Studies Facilitator, 3rd Grade Project Lead

Kristin Risdahl has a passion for creating meaningful and engaging learning experiences for students and educators alike. You can often find her dressed up as different historical people, taking on different roles and personalities in order to capture the interest of young learners. With twenty years of combined teaching and instructional coaching experience, she currently serves as a K-12 Social Studies Facilitator for Knox County Schools. Her teaching philosophy centers on making social studies meaningful and memorable for all by sparking curiosity, encouraging engagement, and igniting an enthusiasm for learning that extends beyond the classroom. One of her biggest passion projects was co-creating a Social Studies Mobile Museum in order to provide an interactive, hands-on learning environment for elementary students to dive deep into learning about colonial American history.

Angie Maxey, KCS Social Studies Facilitator, 4th Grade Project Lead

Angie Maxey is an experienced K–12 Social Studies Facilitator for Knox County Schools, committed to enhancing instructional quality and student engagement across all grade levels. She specializes in developing curriculum resources, leading professional development sessions, supporting Professional Learning Communities, and providing targeted feedback through classroom walkthroughs. Angie is passionate about fostering a lifelong love for social studies among students and educators alike. Among her notable accomplishments are the creation of engaging lessons using National Geographic Giant Maps, the co-development of Geography and Government on the Go box lessons featuring hands-on artifacts, and the co-creation of the Social Studies Mobile Museum—an interactive, hands-on learning experience designed for elementary students.

Dean Burress KCS Social Studies Facilitator, 5th Grade Project Lead

Dean Burress serves as a K–12 Social Studies Instructional Facilitator for Knox County Schools in Knoxville, Tennessee. He has taught at both the K–12 and collegiate levels and has presented at multiple state and national conferences. A committed instructional leader, he has participated in several national summer teacher institutes and collaborated with the Tennessee Department of Education on statewide initiatives. He is currently completing a dissertation on the role of teacher education in shaping the civic ideological development of novice secondary social studies teachers. He is newly married and has two cats, Pancho and Lefty.

Project Collaboration Partner

Lisa Oakley, East TN Historical Society, Project Consultant

Mrs. Oakley will provide ongoing support and feedback as the year progresses. Lisa Oakley is a regular partner of the KCS Social Studies Department and will provide consultative support, feedback, and guidance throughout the project but will have no impact on the requested budget total. Additionally, it is possible the East Tennessee Historical Center may provide workspace and additional materials if necessary for grade level cohorts.

Authorized Financial Representative

Financial Contact name: Ron McPherson, Chief Financial Officer
Financial Contact email: Ron.McPherson@knoxschools.org
Financial Contact telephone number: 865-594-1681
400 W. Summit Avenue
Knoxville, TN 37902

Supporting Documentation

Letter of Support from Dr. Erin Phillips, Executive Director of Teaching and Learning, Knox County Schools

Letter of Support from Lisa Oakley, Vice President and Curator of Education at East Tennessee Historical Society

Teacher Cohort Application

Proposed Workshop Agenda

Knox County School Social Studies Department

nting Inquiry-Based Learning in Elementary Social Studies through Historical Sources

Grant Project Implementation Timeline

Projected Start Date: 08/18/2025 **To** **Projected End Date:** 04/30/2026

Quarter	Year	Description of Project Activities	Expected Outcomes
Example: Apr-June	*2025*	*Meeting with workshop development team*	*Initial assignments, draft meeting schedule*
July-Sept	2025	Appliations go out and teacher grade level cohorts are notified.	Facilitator leads will notify teachers who are selected to participate and provide next steps and information on first in-person meeting. Facilitators will also continue to work on/finalize model lessons.
July-Sept	2025	Meeting with grade level teams for first training.	Cohorts will be participate in an immersive learning experience and then create a lesson using inquiry-design template with primary/secondary sources.
Oct-Dec	2025	Facilitators will provide feedback and cohorts will make revisions to lessons.	Grade level cohorts will finalize first lessons and will be prepared to share with collueagues and facilitators.
Oct-Dec	2025	2nd meeting with grade level teams. Facilitators will provide feedback and cohorts will make revisions as necessary	Cohorts will be participate in an immersive learning experience and then create a lesson using inquiry-design template with primary/secondary sources. Feedback and revisions will follow to finalize lessons.
Jan-Mar	2026	3rd and 4th trainings will occur (January and March) following the same process	learning experience and then create a lesson using inquiry-design template with primary/secondary sources. Feedback and revisions will follow to finalize lessons.
Apr-June	2026	All lessons will be finalized, the final meeting will celebrate successes, and summer prep will be mapped out for district level training teams.	Participants will have completed all lesson preparation and the project will be completed.

Reporting Reminders:

- Submit Quarterly Quantitative Reports on *October 1, January 1, April 1, July 1*
- The End of Project Narrative Report is *due within 30 days* of project completion

MIDDLE TENNESSEE STATE UNIVERSITY

TITLE VI AND TITLE IX SURVEY

SUB-RECIPIENTS OF FEDERAL FUNDS

1. Date of Survey: 07/10/2025
2. Type of Survey: Initial ☑ Annual ☐ Other ☐
3. Name of Entity/School: Knox County Schools
4. Name of Administrative Head: Mitchell Cox
   Title: Executive Director of Benefits and Employee Relations
5. Name of Title VI and Title IX Coordinator: Checovoia Foster-Bruce
   Title: Title IX Coordinator & Compliance Officer
6. Nondiscrimination Policies: Does your institution/school have a written policy stating that services will be provided to all persons without regard to race, color, national origin, or gender?
   Yes ☑ No ☐
7. Records: Are permanent records kept of all Title VI complaints? Yes ☑ No ☐
8. Dissemination: Is Title VI and Title IX information disseminated to your employees, applicants, students, or other beneficiaries of services? Yes ☑ No ☐ If yes, describe how all beneficiaries are informed.
   KCS requires all staff to be trained annually. Building leaders are expected to deliver KCS prepared trainings to all staff. KCS CO delivers training to all supervisors
9. Does your organization also provide training to all employees and volunteers regarding the organization's responsibilities under Title VI? Yes ☑ No ☐
10. If yes, in what format is the training presented and how often is the training offered?
    In-person once a year, available online year-round.
11. In the past twelve months, has your entity/institution received any complaint alleging a Title VI violation? Yes ☐ No ☑
12. If yes, use the space below to describe the nature of the complaint and its disposition.

Declaration of Respondent: I declare that I have completed the data in this self-survey and to the best of my knowledge and belief, it is true, correct, and complete.

Checovoia Foster-Bruce — 07/10/2025

Signature, Position of Individual Completing Survey — Date

Declaration of Administrative Head: I declare that I have reviewed and approved the information provided in this self-survey and to the best of my knowledge and belief, it is true, correct, and complete.

MTC — 7/15/25

Signature, Administrative Head — Date

KCS KNOX COUNTY SCHOOLS

Routing Forms

1301
Contract Number: _____
Agenda Month: _____
Publishing Deadline: _____

Approval Information

Approval Status
CO Review

Superintendent Digital Signature

General Information

Requestor
HEATHER HENDERLIGHT

School or Department Originating Action *
Project Management

Request Type
Superintendent

Direct Supervisor Approval (LAURA DENTON)
Approved

Description

MTSU subrecipient form for a Social Studies department grant from the Library of Congress. Signature requested on PDF form in order to complete paperwork for grant award. After all required paperwork is completed, the grant award will be routed to the board of education for review.

File Attachment 1 File Attachment 2 Edit Attachments

Approvals

Send Reminders

Add	Name	Job Description	Status	Comment	File	Date

Add Approvers

Add	Name	Job Description	Status	Comment	File	Date
☑	Kori Lautner	Assistant Superintendent of Strategy	Approved			07/10/2025

Superintendent Signature _____ Date 7-10-2025

Approved

Not Approved

Middle Tennessee State University

Please complete and return with the required documents listed below

TO BE COMPLETED BY MTSU

Prime Sponsor	MTSU Proposal #
MTSU PI/PD	Email
ORSP Contact	Email

TO BE COMPLETED BY PROPOSED SUBRECIPIENT

Subrecipient Institution Knox County Schools	
UEI QCB4DPK11ZH5	EIN 621514781
Project Title Inquiry Starts Here: Exploring Social Studies Standards Through Sources	
Principal Investigator Katherine Shultz	Email katherine.shultz@knoxschools.org
Administrative Contact Katherine Shultz	Email katherine.shultz@knoxschools.org
Institutional Address (ZIP+4) 400 W. Summit Hill Drive Knoxville, TN 37902-1419	Performance Site (ZIP+4) *(If different)*
Congresional District - Institution 2nd	Congresional District - Performance Site

Proposal Documents

Statement of work ☑ Budget & Justification ☑ W9 ☐

Personnel Documents ☐ Indirect Rate Agreement ☐

Note: Period of performance & budget information may be revised upon receipt of an award for this proposal.

TOTAL $ $ 24,804.38	Direct $ $ 24,091.92	Indirect $ $ 823.94	Cost Sharing $
GRANT PERIOD		Indirect Rate	Basis

Cost sharing amounts and justification must be included in the subrecipient's budget.

F&A: Do you have a Negoiated Indirect Costs Rate Agreement with a U.S. cognizant agency?

☑ YES: Our federally negotiated F&A rates for this type of work, or a reduced F&A rate that we hereby agree to accept. (If this box is checked, a copy of your F&A rate agreement or a URL link to the agreement must be furnished to MTSU.)

☐ NO: Unless other restrictions or sponsor conditions exist, the Uniform Guidance (2 CFR 200.414(f)) *de minimis* 15% MTDC indirect costs will apply.

☐ Not applicable (No F&A costs are requested by subrecipient)

F&A Rate Agreement URL

Fringe Benefit rates included in this proposal have been calculated based on the following:

☐ Rates consistent with or lower than our federally negotiated rates. (If this box is checked, a copy of your fringe benefit rate agreement or a URL link to the agreement must be provided.)

☑ Actual Rates as explained in the budget justification.

☐ Other rates (Please specify the basis on which the rate has been calculated in Section E Comments.)

Fringe Rate Agreement URL

REQUIRED SUBRECIPIENT CERTIFICATIONS

Large Business Small Business* Institution of Higher Education Other

***If a small business*, identify business*:**

☐ Small disadvantaged business ☐ Women-owned small business

☐ Veteran-owned small business ☐ Service-disabled veteran-owned small business

☐ HUBZone small business concern

**Certified by the Small Business Administration*

AUDIT: Does the subrecipient receive an annual audit in accordance with OMB Circular A-133? YES ☑ NO ☐

YES ☐ NO ☐ Were any audit findings reported? Most recent fiscal year audit completed

Note: A complete copy of subrecipient's most recent audit report, or the URL link to a complete copy, must be furnished to MTSU before a subaward can be issued.

URL: Fiscal Year End (M/D/YY) 6/30/25

Does the subrecipient receive overall federal funding of at least $750,000 per year? YES ☑ NO ☐

Subrecipient is a:

- ☐ For-profit entity that expends Federal or Sub-Federal funds and has a DCAA audited rate
- ☐ For-profit entity that does not expend Federal funds or have annual audits
- ☐ Foreign entity
- ☐ Non-profit (under Federal funding threshold)
- ☑ Government entity

COMPLIANCE

Human Subjects?	YES ☐	If YES: FWA#	Human Stem Cells	YES	☐
Animal Subjects?	YES ☐	If YES: Assurance #	Animals Euthanized	YES	☐

CONFLICT OF INTEREST: Subrecipient organization/institution hereby certifies that it has an active and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F, "Responsibility of Applicants for Promoting Objectivity in Research." YES ☑ NO ☐

If No, Subrecipient hereby agrees to abide by MTSU's policy.

RCR: Subrecipient certifies that a Responsible Conduct of Research (RCR) training plan is in place for all undergraduates, graduate students, and postdoctoral researchers consistent with agency requirements. YES ☐ NO ☐ N/A ☑

Debarment: Is the PI or any other employee or student participating in this project, debarred, suspended or otherwise excluded? YES ☐ NO ☑

The Organization Certifies they (answer all questions below):

Has PI or any other employee or student participating in this project, within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining , attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property. YES ☐ NO ☑

Has PI or any other employee or student participating in this project, within three (3) years preceding this offer, had one or more contracts terminated for default by any federal agency YES ☐ NO ☑

Fiscal Responsibility: The organization certifies that its financial system is in accordance with generally accepted accounting principles and:

- ☑ has the capability to identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received.
- ☐ maintains internal controls to assure that it is managing Federal awards received and expended and the Federal programs under which they were received.
- ☐ complies with applicable laws and regulations.
- ☐ Can prepare appropriate financial statements, including the schedule of expenditures of federal awards.
- ☐ There are no outstanding audit findings which would impact this project. If there are findings, submit a copy of the most recent report that describes the finding and steps to be taken to correct the finding.

Federal Funding Accountability and Transparency Act (FFATA):

- ☑ Not applicable because this project is under $30,000.

YES ☑ NO ☐ Subrecipient organization/institution hereby certifies that it is registered with SAM.gov or will be registered prior to an agreement being issued for completion of this proposal.

YES ☐ NO ☑ During the previous fiscal year, did the subrecipient receive 80% or more of its annual gross revenues in Federal awards AND $25 million or more in annual gross revenues from federal awards AND is not subject to SEC and IRS compensation reporting requirements?

YES ☐ NO ☑ Does the public have access to information about the compensation of the top five executives of the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?

Lobbying (for U.S. Federal projects):

YES ☑
NO ☐

The organization certifies that no payments 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 proposed project (If "No," attach explanation).

Export Controls:

Subrecipient is individually responsible for ascertaining its compliance with federal export laws and procedures and certifies that an export control officer, or other authorized person will ensure that policy and procedures are in place to comply with federal export laws and procedures.

SUBRECIPIENT CERTIFICATION

The appropriate program and administrative personnel of the institution involved in this application are aware of the sponsoring agency's guidelines and are prepared to enter into good faith negotiations to establish the necessary inter-institutional agreement(s). The institution makes all applicable assurances/certifications.

Authorized Representative Signature

7-10-2025
Date

Dr. Jon Rysewyk
Printed Name/Title

400 W Summit Hill Ave
Address

Knoxville, TN 37902
City, State, Zip

865-594-1800
Phone #

superintendent@knoxschools.org
Email Address

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 7th day of August, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-504

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/30/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Dogwood Elementary School requests to continue to partner with Melissa's Hope Foundation via the American Endowment Foundation for a third year to develop and implement a program that explores best practices for optimising instruction based on the latest brain research. After field testing, these best practices will be pushed out to teachers by utilizing professional learning communities (PLCs) and an embedded coaching model. We will explore specialized education in the classroom setting and how these cognitive processes can be seamlessly integrated into content areas.

Cost to Knox County Schools

No cost to KCS

Description and Type of Funding Source

Melissa's Hope Foundation Grant in the amount of $50,000 via the American Endowment Foundation

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Message Insert Format text Draw Options

Paste Clipboard Aptos 12 Basic Text Styles Styles Attach file Link Signature Record Insert

Send

To

Cc

Bcc

Fw: Grant Plan

Draft saved at 9:23 AM

From: Nathan Morton <namorto@gmail.com>
Sent: Monday, June 30, 2025 10:23 AM
To: LANA SHELTONLOWE <lana.sheltonlowe@knoxschools.org>
Subject: Re: Grant Plan

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi Lana,

I did issue the $50K grant to Dogwood Elementary a moment ago via the American Endowment Fund. You all should receive in the next week or so I would expect.

Nathan Morton

To: Lana Shelton-Lowe
Principal Dogwood Elementary School

From: Nathan Morton
Melissa's Hope Foundation

Date: March 9, 2025

RE: Follow-up on Grants to Dogwood Elementary Special Education/Executive Function

Hello Lana,

Per our recent discussion, I wanted to reiterate that any previous funding from Melissa's Hope Foundation, paid on 6/14/23 for $125,000 and on 5/29/24 for $85,700 equating to a total of $210,700 and any residual proceeds leftover from these previous years should continue to be utilized for the purposes listed out on the grant, to Dogwood Elementary's special education program per the requirements of the American Endowment Foundation and any applicable law.

I am glad to hear you continue to see positive results in your SPED kids and I appreciate your overall efforts. I intend to continue this grant for next year's fiscal year and will know the amount later in the summer '25. If you can communicate what residual amount remains from previous years I would appreciate it.

Look forward to speaking to again. If you have any questions, please contact me at 843-566-2308.

Nathan Morton

To: Lana Shelton-Lowe
Principal Dogwood Elementary School

From: Nathan Morton
Melissa's Hope Foundation

Date: March 31, 2024

RE: 2024-2025 Grant to Special Education/Executive Function

Hello Lana,

Per our recent discussion, I have the intention of providing another grant to Dogwood Elementary in support off the SPED program for the 2024-2025 school year. I'm happy to hear of the progress this year and intend on granting $80,000 minimum to Dogwood late spring/early summer. All funds from this grant and any excess remaining funds provided in last year's $125K grant should be directed to the Executive Function coaching program you initiated this year for your special education students and for no other unintended school district purposes.

Prior to next year's school year, I would like to visit Dogwood in May 2024, and receive a status update and where specifically these funds will be directed for this program. I will be in Tennessee visiting a Kingsport high school and a middle school, this grant is also supporting tentatively around mid-May and we can keep in touch as to what may be convenient for you.

Look forward to speaking to again. If you have any questions, please contact me at 843-566-2308.

Nathan Morton

Operation Brain Architects

Overall Goal: Motivate students to develop executive function skills to improve academic readiness and ability.

Dogwood Elementary School will partner with the *Melissa Hope Foundation* to develop and implement a program that explores best practices for optimizing instruction based on the latest brain research. After field testing, these best practices will be pushed out to teachers by utilizing professional learning communities (PLCs) and an embedded coaching model. We will explore specialized education in the classroom setting and how these cognitive processes can be seamlessly integrated into content areas.

Short-Term Plan: Year 1 Goals

- Advertise and hire an AA to manage the project and assist with other AA duties.
- Build staff's common knowledge of brain research and associated vocabulary.
- Set up two field testing class labs to implement and assess lessons that explicitly develop students' executive functioning skills. These two classrooms will also serve as co-taught classrooms that include special education students.
- Develop resources that can be used in elementary school to explicitly teach executive functioning skills in core content areas.
- Establish a shared drive so all teachers can access electronic resources, research, and videos supporting the project.

Long-Term Plan: Year: 2-5 Goals

- Provide professional development around the available resources in the shared drive.
- Develop a curriculum highlighting the critical attributes of each executive functioning skill and how they can be embedded in daily instruction.
- Continue the field testing class labs and offer teacher observations of the lab.
- Arrange model lessons in teacher classrooms to collaborate on best practices beyond the lab setting.
- Ensure new teachers are trained yearly on the common knowledge of brain research and associated vocabulary.

Program Evaluation

- Pre/Post staff survey to determine base knowledge and growth in subsequent years.
- Evaluate teacher lessons and provide feedback to ensure the application of new knowledge.
- Improve the behavior of all students as measured by office referrals.
- Grow all students' executive functioning ability as measured by teacher assessment and student survey.

***Budget Year 1: $125**

Proposed Activity	**Cost**
Administrative Assistant (AA) Salary & Benefits (estimate)	$88,090
Professional Development: Possible speaker, Adele Diamond and/or other experts. Stipends for after-school or other training needs	$20,000
Executive Function Skills in the Classroom Books and other literature for book studies, research, and training	$ 1,000
Substitutes for Teacher Observation	$ 1,000
Misc. materials, supplies, and equipment TBD based on check-in conversations with funder Nathan Morton and district.	$14,910
Total	**$125,000**

*The budget in subsequent years will be developed based on program assessment and need. It will continue to include funding for an AA and professional development costs.

JOB SUMMARY

ADMINISTRATIVE ASSISTANT

Use leadership, supervisory, administrative, and management skills to assist the principal in the promotion of the educational development of each student in compliance with all applicable rules, regulations, and policies of Knox County Schools.

QUALIFICATIONS

- Valid Tennessee teaching license with proper area of endorsement and a Master's Degree
- Minimum of three years of acceptable classroom teaching experience in an approved or accredited school at the appropriate grade level
- Administrative experience preferred but not required
- Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable

ESSENTIAL FUNCTIONS/JOB DUTIES

- Direct line report to the Principal
- Assist the principal with the supervision of the school's educational program
- Assist in the implementation and observance of Board policies/regulations
- Assist with the implementation and evaluation of the curriculum
- Assist the principal with the supervision of all professional, paraprofessional, certified and classified personnel at the school
- Assist with interviewing, training, assigning, and evaluating the staff
- Assist the principal in the safety, maintenance, and supervision of the school
- Supervise student transportation, conduct, discipline, attendance, records and reports
- Assist with in-service orientation and training of teachers
- Arrange conferences between parents and teachers
- Conduct staff meetings
- Recommend removal of staff members with unsatisfactory work
- Establish and maintain satisfactory, respectful working relationships with the

school environment

- Perform other duties as assigned

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 7th day of August, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-532

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/30/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of TVA Uplift Grant in the amount of $10,000 for Green Magnet Academy. The school will combine $5,000 in Magnet School funds with $5,000 in Battelle STEM Designation Funds and a $4,824 donation from Acadia Landscaping to complete an outdoor sensory garden.

Theresa Nixon has approved Magnet School funds to roll over from 2024-2025 to the 2025-2026 school year.

Cost to Knox County Schools

0

Description and Type of Funding Source

TVA Uplift Grant

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction
Sandy Morris

FROM: Sandra L Morris

DATE: 5/19/25

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Green Magnet Academy
Requested By:	Sandra L Morris
Approved By: (School Principal)	Jessica Holman
Phone	865-594-1324
Nature of the Project	Outdoor Sensory Garden Sensory gardens provide intimate spaces where young children can be immersed in the scents, textures and colors of plants and related elements. Along with specially selected plants, sensory gardens also include elements such as a boulder water feature, rope run, wind chimes, wind socks, flags, and children's art. Over time, students will design and build installations to add to the space. This will be a peaceful place for students/classes/staff to visit which will entertain the five senses while in nature. The space will be used as a learning environment, art space, and social and emotional learning/ calming space.
Cost of the Project	$24,824
Funded By ■ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	TVA Grant: $10,000 GMA Magnet Funds: $5,000 Battelle Grant (STEM Designation) Funds: $5,000 Acadia Donation: $4,824.00
Cost to Knox County Schools	$0

From: LAURA DENTON
To: HEATHER HENDERLIGHT
Subject: Fwd: TVA EnergyRight: SUP Learning Environment Grant Project Approval – Green Magnet Academy
Date: Tuesday, May 6, 2025 5:14:22 PM
Attachments: LEG Guidelines Cohort 5.pdf
How To Use Your Learning Environment Grant.pdf

Sent from my iPhone

Begin forwarded message:

From: "Conatser, Brittany" <BConatser@trccompanies.com>
Date: May 6, 2025 at 4:43:09 PM EDT
To: LAURA DENTON <laura.denton@knoxschools.org>, SANDRA MORRIS <sandra.morris@knoxschools.org>
Cc: taborden <taborden@tva.gov>, Chasity Hobby <chasity.hobby@kub.org>, David Rosecrance <David.Rosecrance@kub.org>, Grayson Byard <Grayson.Byard@kub.org>, Harley Bryant <Harley.Bryant@kub.org>, Pam Collins <Pam.Collins@kub.org>, preston.smith@kub.org, Robbie Ansary <ransary@tva.gov>, Rodney Eades <Rodney.Eades@kub.org>, "Irwin, Thomas L" <tlirwin@tva.gov>
Subject: TVA EnergyRight: SUP Learning Environment Grant Project Approval – Green Magnet Academy

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Sandy Morris and Laura Denton,

CURRENT STATUS:

Congratulations! Your **Learning Environment Grant** for Green Magnet Academy located at 801 Lula Powell Dr, Knoxville, TN has been **approved** to receive an estimated grant amount of **$10,000.00**. The grant amount was determined based on the completion of the program requirements.

According to the Learning Environment Grant guidelines, installation must be completed by **3/1/2026 and final project paperwork submitted to the Program at completion. If you run into any issues with completion by this date, please reach out to your Implementation Specialist or Energy Coach.**

Scope1: Sensory Garden

Possible elements: sensory paths, Steppingstones (natural stone, concrete or made by children), Glass/clay bricks, wind chimes, color wall or arch w/large plastic color inserts, building/climbing log area, seating area, outdoor mini stage, log/rock/wood tic tac toe games, string bottle cap "wall".

NEXT STEPS:

✓ Follow State or School Board RFP or procurement guidelines to begin project.

✓ Once fully installed and operational, please reach out to your Implementation Specialist, Brittany Conatser to ensure the timeliness of processing your reimbursement.

✓ Submit the following completion paperwork upon finalization of the project work:

- Final invoices/receipts that include the quantity, manufacturer, model number and price per quantity
- Photos of project installed and in place
- Specification Sheets (*if* applicable)
- Valid W9
- Payee Info:
  - Attention To
  - Email
  - Phone Number
  - Street, City, State, Zip

Any change in project cost may affect final incentive amount. Incentive amounts are subject to adjustment based on

final invoicing. Please note that if the project costs go over the granted funding amount awarded, the school is responsible for any overages.
Lastly, TVA EnergyRight for Business and Industry has an incentive program that covers pre-approval projects for LED Lighting, HVAC, Refrigeration, and Custom, For more information, please visit www.EnergyRight.com
If you have any questions or concerns, please let me know.
Sincerely,

Brittany H Conatser, Implementation Specialist
424 Church Street Suite 1310 | Nashville, TN 37219
Cell: (615) 318-8362 I Toll Free: (866) 233-0450

www.EnergyRight.com
Knoxville Utilities Board

GREEN MAGNET STEAM ACADEMY

One Community. One Vision. Every Student.

Jessica Holman, Executive Principal - Denise Neal, Assistant Principal - Mavis Foster, Assistant Principal

May 20, 2025

To Whom It May Concern,

This letter provides assurance that the funds are available from the following accounts for the Outdoor Sensory Garden project. A TVA grant in the amount of $10,000 will be awarded upon completion of the project. Funds will be used from the following accounts:

Battelle (account 906.870): $15,000.00 (TVA grant funds will reimburse $10,000)
GMA Magnet (account 911.503): $5,000.00

(Acadia Landscaping is providing a donation of $4,824.00.)

Thank you.

Jessica Holman

Jessica Holman, Executive Principal

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Green Magnet Academy Date 5/20/25

2) Item(s) to be Purchased (Note 1)
1) See attached quote from Acadia with Item List
2)
3)
4)
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ $24,824.00

4) Vendor Acadia Landscaping

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1	TVA Grant	Account Number		Amount $	$10,000.00
Source 2	GMA Magnet F	Account Number	911.503	Amount $	$5,000.00
Source 3	Battelle Design	Account Number	906.870	Amount $	$5,000.00
Source 4	Acadia Donatic	Account Number		Amount $	$4,824.00
Total (Should Equal Item #3 Above)				$	$24,824.00

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: Jessica Holman

Principal: Jessica Holman

Date: 5/20/25

Funds are available: Jana Davison, Bookkeeper
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.

ACADIA LLC
4408 Middlebrook Pike
Knoxville, TN 37921 USA
+18653294002

Estimate

ADDRESS
Sandy Morris
Green Magnet Academy
801 Lula Powell Dr
Knoxville, TN 37915

SHIP TO
Sandy Morris
Green Magnet Academy
801 Lula Powell Dr
Knoxville, TN 37915

ESTIMATE # 12727
DATE 05/21/2025

P.O. NUMBER
Sensory Garden

SALES REP.
Eric Kingsley

ACTIVITY	AMOUNT
Landscape Install Preliminary Scope of Project: -Excavate area per plan specifications for pathway -Install #10 gravel as pathway material -Install (4) snap treads steps -Create bed areas as specified on the plan with regards to location and purpose -Install boulder water feature -Install stepping-stones -Install (5) trees -Install (6) shrubs and (30) perennials -Install BROWN hardwood mulch within the large bed area to a depth of 3" -Construct small mound areas with fill/ topsoil and cover with sod -Install (9) various size boulders -Install (3) tons 2-5" river rock around boulders per plan specifications -Construct pressure treated pergola -Install (4) sunshades over proposed outdoor classroom area	24,824.00
Credit Donation of services	-4,824.00

Terms - Residential 2025
PAYMENT TERMS:
- 50% retainer/deposit is required upon signing of the contract
- Weekly draws are then required based upon the percentage of work completed
- Balance is due upon completion
-CC will incur a 3% processing fee

TERMS:
This quotation is limited to the items and services that are detailed. This quotation is valid for a period of (30) thirty days.

FINANCING: Acadia is proud to offer Financing through HFS Financial Home Improvement

ACTIVITY	AMOUNT

Loans. The prequalification application requires NO hard credit check and can be completed in a few minutes. Most loans fund within 48 hours. As a nationwide provider of home improvement loans, HFS provides access to a wide array of financial programs. Please complete your application using the Acadia Landscape link:
https://www.hfsfinancial.net/promo/AcadiaLandscapeCoTN

ACCESS AND CONDITIONS:

Acadia Landscape Co. will work to complete the services in a manner that causes the least amount of disturbance as possible. Adequate access will be needed to operate equipment in an efficient manner. Any restrictions of access may incur additional charges.

This estimate is provided based upon initial observations of the site. Any site conditions that are not readily visible that may impede the construction and installation of this project may incur additional charges. Acadia Landscape Co. will not be held responsible for damages to underground utilities, irrigation lines, and driveways. If damage to these or other items occur, we will provide a cost to have the repairs completed at an additional charge.

HARDSCAPE WARRANTY:

Acadia Landscape Co. is an ICPI certified installer and provides a (5) five year warranty for hardscape installations. We are an authorized installer of Belgard, Paverlock, and Unilock products. Belgard warrants the installation of its products by authorized installer for (2) two years and provides a warranty for the installation of products that are 60 millimeters and above for as long as the owner owns their home. Other manufacturers may provide other additional warranties and can be provided by Acadia Landscape Co. upon request.

Acadia Landscape Co. will warranty other work to be free from defects in materials and workmanship for a period of (1) one year from the date of final completion. We will repair or replace defective materials or workmanship of which we are notified within said warranty period. Grass restoration includes seeding only unless otherwise agreed upon in writing. Minor cracking mortar and concrete may occur within the first year and is not covered under warranty. Acadia Landscape Co. offers no other warranties other than those set forth above.

PLANT WARRANTY:

Acadia Landscape Co. will warranty work to be free from defects in materials and workmanship for a period of (1) one year from the date of final completion. We will repair or replace defective materials or workmanship of which we are notified within said warranty period. Plant materials are replaced once within the warranty period and will not be replaced if problems occur due to lack of proper watering and maintenance. Grass restoration includes seeding only unless otherwise agreed upon in writing. Minor cracking mortar and concrete may occur within the first year and is not covered under warranty. Acadia Landscape Co. offers no other warranties other than those set forth above.

SUBTOTAL	20,000.00
TAX	0.00
TOTAL	**$20,000.00**

Accepted By

Accepted Date



Concept



Boulder Water Feature



Sun Shade Outdoor Classroom Concept



Log Rope Run Concept





Entrance Trellis

Green Magnet Academy
Sensory Garden Concept

DRAWN BY
Eric Kingsley

PAGE
1 OF 1
FORMATTEDFOR 11"x 17"

DRAWING#
1.1

DATE
01/30/25

ACADIA LANDSCAPE CO.

Nature-Inspired Learning: Enhancing Outdoor Classrooms for K–5 Development Project Summary

The East Tennessee Foundation Opportunity Endowment Fund - 2025

Green Magnet Academy

Ms. Jessica Holman
801 Lula Powell Dr.
Knoxville, Tennessee 37915

jessica.holman@knoxschools.org
O: 8655941324
F: 865-594-1938

Ms. Jana Davison

801 Lula Powell Dr.
Knoxville, TN 37915

jana.davison@knoxschools.org
O: 865-594-1324
F: 865-594-1938

Application Form

Application Overview and Project Summary

An investment in the effectiveness and future sustainability of East Tennessee's nonprofit community.

The East Tennessee Foundation's (ETF) Opportunity Endowment Fund and other unrestricted funds support the capacity building of charitable organizations in our 25-county service area and their ability to collectively address our community's needs. Grants awarded from these funds are to help organizations identify collaborative solutions and utilize partnerships to improve operational, financial, data/information, and programmatic systems so that together, they have a cohesive impact on the community.

Requests should indicate collaboration between organizations and show there are matching funds to support the proposed project. The East Tennessee Foundation values the spirit and potential for collective, community-level impact of organizations who work together and can leverage funds to secure other support, and ETF believes in organizations' abilities to work together to address shared problems faced by our communities. The Foundation also appreciates projects with outcomes that can be shared across organizations' networks and/or easily duplicated among similar charitable organizations. Additionally, ETF values prevention-focused programs which address adverse childhood experiences (ACEs), drivers of health, and early childhood education.

Examples of this work include but are not limited to projects that: bring organizations together to improve efficiencies and/or sustainability; enhance and/or streamline evaluation/outcome, human resources, operational, or logistics systems; create long-term financial systems and plans; develop improved donor engagement and education strategies; build effective leadership and boards of directors; assess community needs and promote data sharing; grow professional development and continuing education opportunities for the field; convene peers and subject matter experts; increase access to quality information technology and infrastructure; and help organizations diversify revenue streams.

There are four additional sections of the application:

- **Establishing Eligibility** - Confirm your organization's eligibility.
- **Part I - Project Information** - Information about the project for which your organization is requesting support.
- **Part II - Organization Information** - General information about your organization.
- **Certification and Electronic Signature**

Project Name*

Name of Project

Nature-Inspired Learning: Enhancing Outdoor Classrooms for K–5 Development Project Summary

Project Summary*

Provide a brief description of the project for which funds are being requested.

Green Magnet Academy requests $20,000 to transform a limited outdoor area into a fully accessible, engaging classroom for 375 inner-city K–5 students. These students face poverty, trauma, and a lack of safe green spaces. The grant will fund seating, learning tools, and accessibility features to promote engagement, physical activity, and emotional growth. Only with this grant can the school create and sustain this vital learning space.

Amount Requested*

Organizations may apply for an amount up to $25,000.

$20,000.00

Establishing Eligibility

As the primary applicant organization for the collaborative project, confirm your organization's eligibility by answering each question below. The East Tennessee Foundation will separately conduct its required due diligence of all partner organizations listed in this application. For more information, visit General Eligibility and Funding Criteria.

If you have any questions about your organization's eligibility, please contact a member of the East Tennessee Foundation's Grantmaking Team by email at grantmaking@etf.org or by phone at 865-524-1223 or toll-free at 877-524-1223. You may also visit our website to reach out to our individual team members.

Is your organization a 501c3 public charity, unit of government, or public educational institution?*

Yes

Is your organization in good standing with the IRS?*

Yes

If applicable, has your organization filed the latest Form 990?*

Yes

Does your organization comply with ETF's Diversity and Non-Discrimination Statement?*

Applicant organizations must be organized and operated as equal opportunity providers of services and employment. The applicant organization must provide services and employ personnel without regard to race, color, ethnicity, genetic information, national origin, ancestry, citizenship, religion, creed, sex, gender identity, pregnancy, sexual orientation, marital or domestic partnership status, family status, age, disability, economic status, military or veteran status, or any other classification or characteristic protected by federal, state, or local law, unless otherwise permissible under federal or state law. The East Tennessee Foundation values organizations that reflect and promote the diversity of our region and ensure services are delivered to those who have historically been underserved or underrepresented.

Yes

Is your project open to those who do not wish to participate in religious activities or services?*

Faith based organizations and houses of worship are welcome to apply. However, projects that have explicit religious content, express a particular religious view, limit participation based on faith affiliation, or require

participation in religious activities or services will not be considered.
For example, a collaboration of churches working to expand access to healthy food in their communities may be awarded funding if participation in the program is not limited based on faith or attendance.

Yes

Is your organization located in and/or provide services to Tennessee residents?*

If your organization is not physically located within the East Tennessee Foundation's 25-county service area, you are still eligible to apply for a grant from our Opportunity Endowment Fund, provided that the project for which you are applying for funds directly serves residents located in one or more of the 25 counties.

Yes

Part I - Project Information

Project Description*

Describe how your organization and partner organization(s) would benefit from the requested grant amount.

- In what way will this project build capacity across your organizations or field to carry out your efforts in addressing community needs?
- Please be sure to describe the partnership(s) and how you work together.

The students at Green Magnet Academy experience the compounded effects of systemic inequity, with many facing economic hardship, trauma, food insecurity, and limited outdoor recreational space. These challenges directly impact attendance, academic performance, and emotional regulation. Currently, the school's outdoor classroom area cannot meet these students' needs—it is inaccessible to all learners, lacks proper seating to accommodate a full class of 30 students at once, and does not include sensory or interactive learning features that would excite and motivate children to attend school and engage in lessons. A revitalized outdoor learning space would serve as a refuge, a laboratory, and a launchpad for imagination and growth. It would offer not just a new way to teach the curriculum, but a new way to help children thrive. With this grant, Green Magnet Academy will create a space that invites curiosity, builds confidence, fosters healthy relationships, and supports early academic achievement through sustainable, creative, nature-based education.

Target Beneficiaries:

This project will serve approximately 375 K–5 students annually and indirectly benefit teachers, families, and the broader East Knoxville community. Many students who qualify for free or reduced lunch, coming from economically disadvantaged households, stand to benefit academically, socially, and emotionally from consistent access to a thoughtfully designed outdoor classroom.

Plans for Success:

This is Green Magnet Academy's first major investment in revitalizing its outdoor learning space. The school has established partnerships with reliable community organizations eager to collaborate on planning, developing, and using the space long-term. These include:

- **Tremont Institute** (for place-based environmental education),
- **Keep Knoxville Beautiful** (for beautification and sustainability),
- **Knoxville Community Garden Alliance** (for edible education),
- **SEEED** (Socially Equal Energy Efficient Development—for youth empowerment and green infrastructure),
- **University of Tennessee Extension Office**,
- **Knoxville Parks and Recreation**, and
- the **Local PTA**.

These partnerships will help develop programs, lead student workshops, and support parent involvement. This will not only bring life to the outdoor space but also initiate and sustain community and parent buy-in

for Green Magnet Academy as a whole.

Goals:

- Improve academic performance in STEM, literacy, and environmental science.
- Improve healthy physical and mental development through daily exposure to outdoor activities.
- Support emotional growth, socialization skills, and cognitive development in early learners.
- Address the need for daily exercise and movement in K–5 students.
- Increase student engagement by providing interactive materials and spaces that inspire creativity and learning.
- Reduce behavioral incidents and promote a sense of ownership and pride in learning.

Project Dates and Timeline*

Provide approximate dates and a timeline for the implementation of this project.

Date	Activity
Aug–Sep 2025	Finalize site plan; purchase materials
Oct–Dec 2025	Install seating, shade structures, pathways
Jan 2026–Feb 2026	Develop learning modules with teachers
Mar–May 2026	Launch spring outdoor curriculum
Fall 2026–Spring 2027	Ongoing programming, data collection
July 2027	Project review and final reporting

Project Evaluation*

Please describe how your organization(s) will evaluate this project. Be specific about outcomes that indicate success and how you will track or measure your project's impact.

Quantitative Criteria to Measure Impact:

- **Academic Performance:** Pre/post assessments in science, reading, and math.
- **Attendance Rates:** Monitored for increases tied to outdoor class days.
- **Behavioral Improvement:** Decrease in behavioral incidents (monitored via PBIS tracking).
- **Utilization Logs:** Documenting increased use by teachers.
- **Physical Activity:** Survey data showing an increase in active school minutes.

Qualitative Criteria to Measure Impact:

- **Teacher Evaluations:** Semester surveys and reflection logs.
- **Student Voice:** Outdoor journals, drawings, and feedback activities.
- **Parent Testimonials:** Gathered through interviews and family engagement events.
- **Community Engagement:** Attendance and participation in events held in the outdoor space.
- **Photographic Documentation:** Ongoing visual evidence of progress and engagement.

Project Budget and Explanation*

Provide an itemized outline of the use of funds, including the dollar amount and short explanation of all proposed expenses. List other sources of funding for this project and indicate if those sources are pending or committed.

The East Tennessee Foundation values organizations that can leverage this grant to secure other funding support. If your organization and partner organization(s) can turn this grant into a matching grant, please include a description of how this will be accomplished.

The project budget and explanation may either be provided in the text area below OR as an uploaded document.

ItemAmountExplanation

Permanent shade structures (2)$4,500 Protect students from sun/rain and extend usability into warmer months

Weather-resistant seating 3,000 ADA-compliant benches, and stump seating to accommodate diverse learners

Raised garden beds & native plants $ 2,000 Promote hands-on science and environmental stewardship

Interactive learning stations $ 3,000 Includes outdoor whiteboards, magnetic boards, and a STEM play station

Sensory path & materials $2,000 Designed for neurodiverse learners to improve sensory integration

Trail improvement and mulch paths $ 1,500. Improve accessibility and reduce erosion around activity areas

Curriculum development & teacher training $2,000 Outdoor learning lesson plans, training stipends for staff

Materials for ongoing programming $1,000 Art supplies, journals, STEM kits, nature scavenger hunt materials

Signage and interpretation panels$1,000 Help children self-navigate stations and learn independently

Total: $20,000

Part II - Organization Information

Organization Information*

As the primary applicant organization for the collaborative project, please provide an overview of your organization. Examples of what to share include but are not limited to:

- background about the organization and its history
- staff size
- mission statement
- vision statement
- key accomplishments you would like to highlight

Additionally, what are the needs and ongoing concerns in your work and/or in the geographic footprint your organization serves? Are there areas where additional resources or support might be needed?

Annual Operating Budget*

What is your organization's annual operating budget? Provide an overview of yearly expenses and revenues.
The budget may either be provided in the text area below OR as an uploaded document.

Population Served*

Please answer the following two questions and provide as much detail as you are able.

1. Who are you trying to serve through your organization's programs and services?
2. How do you know you are reaching your target population?

Approximately 375 students annually over two years.

Service Area*

Your organization must propose a project that serves one or more counties in the East Tennessee Foundation's 25-county service area. Select the county or counties that will be served by the proposed project. If your organization serves additional counties outside the Foundation's service area, please share those as well by selecting "Other" and completing the additional pop-up question.

Knox

Partner Organization Information*

Provide a brief summary of your partner organization(s), their staff size, and their service area. ETF wants to be mindful in supporting organizations of all different sizes and capacities.

Partner Organization Contact Information*

Please list the contact information of all partner organizations and their staff members who will be involved with the proposed collaborative project. Include names, titles, email addresses, and phone numbers.

Optional - Comments or Feedback

Please enter any feedback relating to this grant application that you would like to share. This question is optional. Providing or not providing feedback will not affect your grant application or funding status. Only your organization and the East Tennessee Foundation staff will see your response, should you choose to share with us.

Certification and Electronic Signature

Enter your full name and job title.

Full Name*

Job Title*

Certification*

By entering your signature information above and checking "I Agree" below, you certify to the best of your knowledge that:

- I am (or am authorized to sign on behalf of) the Primary Contact Person listed on this application;
- All information included in this application is correct; and
- The tax exempt status of this organization is still in effect.

File Attachment Summary

Applicant File Uploads

No files were uploaded

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 7th day of August, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-505

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/30/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of $1,700 in grant funds from City of Knoxville for West High School.

Cost to Knox County Schools

0

Description and Type of Funding Source

City of Knoxville

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

CITY OF KNOXVILLE, TENNESSEE

City Council Office

West High School
3300 Sutherland Avenue
Knoxville, TN 37919

Dear Ashley Speas,

The City Council Office received your request for Community Improvement (202) Funds. Enclosed you will find a check for the funds that were appropriated as well as a spreadsheet explaining which Councilmember appropriated what amount.

A copy of the Ordinance appropriating these funds and explaining the expected use of said funds can be provided by the office if needed. Should you need a copy the ordinance, the number is O-83-2025.

These funds are not personal donations; therefore, the organization does not need to provide a charitable contribution letter for tax purposes.

In accordance with Section 1-17 of the City of Knoxville Code of Ordinances, this appropriation is not made as a sponsorship or with expectation of recognition.

Religious organizations receiving funding may not utilize funds to engage in any of the following activities:

1. Perform inherently religious activities such as worship, religious instruction, or proselytization;
2. Acquire, construct, or rehabilitate structures or properties that shall be used for inherently religious activities, including sanctuaries and chapels; and
3. Discriminate against any beneficiary on the basis of religion or belief.

Feel free to contact me at (865) 215-3022 or skirk@knovxilletn.gov if you have any questions.

Respectfully,

Savannah Kirk

Savannah Kirk
Internal Auditor – City Council

Enclosures: 2
Check
Appropriations Spreadsheet

City of Knoxville
400 Main Street
Knoxville, TN 37902

[redacted]

[redacted]

Date	Check No.	Pay Amount
07-02-2025	[redacted]	1,700.00

Pay: One Thousand Seven Hundred Dollars And Zero Cents*****

To the order of: Knox County, TN Government
West High School
3300 Sutherland Ave
Knoxville,TN 37919

THE FACE OF THIS CHECK HAS A ORANGE BACKGROUND. ANY OTHER COLORS MAY BE EVIDENCE OF CHEMICAL ALTERATION OR ERASURE

[redacted]

572381

Date	Payee	Supplier Number
07-02-2025	Knox County, TN Government	33645

				Discount	Payment
O-83-2025 7	09-May-25	City Council donation for West High School orchest		0.00	1,700.00
			Totals:	0.00	1,700.00

Ashley Speas
Principal

West High School

International Baccalaureate World School
3300 Sutherland Avenue
Knoxville, Tennessee 37919
knoxschools.org/wesths
Phone (865) 594-4477

Dear Knoxville City Council,

I am writing to request a $6000 donation from the City Council Community Improvement (202) funds for the Orchestra Program at West High School. This program begins at West High School in the school year 25-26. We have begun the process of slowly acquiring instruments and are in need of racks to store them safely and properly, as well as some more instruments if your generous help allows us to do so.

Due to the lack of funding, the few instruments we have are on the floor and cannot be readily accessed by students for daily class and are not safe from foot traffic. Furthermore, we have a beginning class of at least 40 students, for which we do not have enough instruments. Please find attached estimates for the instrument racks and as well as some instruments depending on the funds granted. The Orchestra Program at West High School has been long awaited by families, and the community is so excited to finally see it happen. We would be so grateful for your help!



We would like to purchase 2 bass and 2 cello stands from this vendor to be able to store more instruments properly:

- Bass stands: https://www.westmusic.com/classroom-furniture-equipment/classroom-carts-storage/wenger-4-unit-string-bass-rack-maple-530481
- Cello stands: https://www.westmusic.com/a-s-crafted-products-band-room-6-unit-cello-rack-358040
- The total cost for the 4 stands is $4,220
- Bass stands: 2 x $998 each = $1,996

- Cello stands: 2 x $1,112 each = $2,224
- Shipping for all 4: $580
  TOTAL of Racks: $4,800

  Instruments as the budget allows: please see attached estimate with a variety of possibilities depending on the budget.

  Instruments: $1,200

  GRAND TOTAL: $6,000

We appreciate your consideration of this request.

Sincerely,



Dr. Ashley Speas, Principal

Baroque Violin Shop, Inc.
1038 W. North Bend Road
Cincinnati, OH 45224
866-846-5469
David@baroqueviolinshop.com
http://www.baroqueviolinshop.com/

Estimate

ADDRESS
Knox County Schools
Post Office Box 2188
Knoxville, TN 37901

SHIP TO
West High School
3300 Sutherland Ave.
Knoxville, TN 37919
Attn: Rachel Pena

ESTIMATE #	DATE
46698	02/28/2025

PRODUCT OR SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Academy 200 Bass 1/2	Laminated spruce top and laminated maple back construction, front and back are hand-graduated to replicate sound quality of a carved instrument, Ebony fingerboard, inlaid purfling on front and back with D'Addario Prelude strings. Bass outfit includes No. 1001 nylon oxford padded bag and Glasser fiberglass bow (specify French or German style).	1	1,350.00	1,350.00
Academy 200 Bass 3/4	Laminated spruce top and laminated maple back construction, front and back are hand-graduated to replicate sound quality of a carved instrument, Ebony fingerboard, inlaid purfling on front and back with D'Addario Prelude strings. Bass outfit includes No. 1001 nylon oxford padded bag and Glasser fiberglass bow (specify French or German style).	1	1,350.00	1,350.00
Used 4/4 cello	Used 4/4 cello outfit with case and bow	1	400.00	400.00
Used 3/4 cello	Used 3/4 cello outfit with case and bow	2	375.00	750.00
Used 4/4 violin	Used 4/4 violin outfit with case and bow	2	65.00	130.00
Used 15" viola	Used 15" viola outfit with case and bow	1	85.00	85.00
Used 15.5" viola	Used 15.5" viola outfit with case and bow	2	85.00	170.00
	TOTAL			**$4,235.00**

Accepted By

Accepted Date

We Love Our Teachers! Get 10% off your order with code: TEACHERS10

Wenger 4-Unit String Bass Rack, Wenger Maple

Item No. 530481

Wenger 4-Unit String Bass Rack, Wenger Maple

SHIPS FROM ANOTHER WAREHOUSE **Check In-Store availability**

Shipping Questions?

$1,112.00

Oversized shipping charge: Ships for $180

QTY:

1 **ADD TO CART**





Description Specifications Reviews

DESCRIPTION

Storing and transporting your valuable instruments is at the core of Wenger's product offering. The soft rungs and heavy-duty supports are designed to ensure that your instruments will be safe, secure, and protected from dings/dents. The hard rubber swivel casters take the hard work out of moving through doorways and narrow hallways anywhere in your venue.

Specifications

- 80 5/8" Wide x 26" Deep x 60 1/2" High, 83 lbs
- Stores up to four 1/4 sized or larger string basses
- Includes brass bow pegs
- Lower cross supports are plywood core laminated panels with flexible soft PVC edging to protect instruments
- Upper cross supports are plywood core laminated panels with PVC bonded edging to protect instruments
- End panels are 3/4" thick formaldehyde-free industrial grade composite wood with a polyester laminate finish in Wenger standard colors
- Racks have four 2.5" swivel casters in yellow zinc finish for easy transport
- Front casters are locking
- Smooth-rolling design for easy transport through doorways
- Closed ends for extra protection
- GREENGUARD Indoor Air Quality Certified and GREENGUARD Children & Schools Certified
- 5-year manufacturer's warranty
- Assembly required

Please note: This item ships direct from the manufacturer. Flat rate shipping applies. Please allow 6-8 weeks for shipping.

Click here for the Wenger Technical Sheet

Click here for the Wenger Assembly Instructions

We Love Our Teachers! Get 10% off your order with code: TEACHERS10

A & S Crafted Products Band Room™ 6-Unit Cello Rack

Item No. 358040

A & S Crafted Products Band Room™ 6-Unit Cello Rack

SHIPS FROM ANOTHER WAREHOUSE Check In-Store availability

Shipping Questions?

$998.00

Oversized shipping charge: Ships for $100

QTY:

1 ADD TO CART





Description Specifications Reviews

DESCRIPTION

For music teachers whose classrooms are already cluttered with smaller instruments, risers, and music stands, making space for cellos is difficult. And leaning them against the wall can be a risky proposition. Good news... we've got just what you need —introducing the Band Room™ Mobile Cello Rack. It can hold 1/2, 3/4, and 4/4 size cellos and their bows. Felt lining on all contact points protects against scratching and scuffing.

Easy Transport

All Band Room racks include heavy-duty wheels allowing you to push this cart around your classroom easily. It's designed to fit through standard 32" wide classroom doorways with plenty of room to spare.

Easy Assembly

Easily assembled with just the hex wrenches (included) and a friend (not included, lol).

American-Made Craftmanship

It's constructed of hardwood rails, scuff-resistant, high-pressure laminate sides with a brushed aluminum finish and a decorative F-hole cut-out. All Band Room products are made in the USA, designed and built to last by a passionate team of people who deeply care about your satisfaction.

Features

- Can accommodate 1/2, 3/4, and 4/4 cellos
- Attractive F-hole-shaped cutout on the sides
- Fits through 32" wide doorways
- Sturdy rolling chassis with heavy-duty wheels
- Felt lining at all contact points protects against scratching and scuffing
- Hardwood rails and scuff-resistant high-pressure laminate sides with a brushed aluminum finish

Specifications

- Capacity: Holds six cellos and bows
- Dimensions: 76" width x 23" depth x 43" height (height is with wheels)

ECIFICATIONS

SKU	358040
Brand	A & S Crafted Products
PS Standard Flat Rate	100
Model Number	BRC6
Series	Band Room™ Series

REVIEWS

WRITE YOUR REVIEW

Similar Items



A & S Crafted Products Band Room™ 4-Unit Cello Rack

Your Price: **$929.00**
MSRP: $929.00

ADD TO CART



A & S Crafted Products Band Room™ 4-Unit String Bass Rack

Your Price: **$998.00**
MSRP: $998.00

ADD TO CART



A & S Crafted Products Band Room™ 3-Unit String Bass Rack

Your Price: **$939.00**
MSRP: $939.00

ADD TO CART



A & S Crafted Products Band Room™ Violin/Viola Case Rack

Your Price: **$919.00**
MSRP: $919.00

ADD TO CART



Wenger 6-Unit Cello Rack, Wenger Maple

Your Price: **$1,149.00**
MSRP: $1,149.00

ADD TO CART

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 7th day of August, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-507

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/30/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Robin Easter Design West High School Branding Signage & Murals Project - cost to West High school is $12,500-$25,000 and will be paid from our Foundation SSO account - 913.949.

Cost to Knox County Schools

$0

Description and Type of Funding Source

913.949 SSO Foundation

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

ROBIN EASTER DESIGN
132 W JACKSON AVE
KNOXVILLE TN 37902
865-524-0146
WWW.ROBINEASTER.COM

PROPOSAL
4/30/25 (1.V3)

West High School Branding Signage + Murals

PREPARED FOR: ASHLEY SPEAS, FRANK LEONARD, REAGAN WOMACK

OVERVIEW

West High School is embarking on an exciting endeavor to streamline its identity and create a cohesive, inspiring environment for students, staff, and the community. This initiative seeks to modernize the school's image by establishing a unified brand experience that reflects its values and vision. By organizing and streamlining the many existing variations of logos, fonts, and signs, the school aims to develop a clear and consistent visual language. This system of visual cues will be applied throughout the campus, enhancing the environmental experience through updated signage and vibrant murals. These changes will not only bring a fresh, modern feel to the school but also foster a sense of pride and connection among all who walk its halls.

AUDIT / DISCOVERY

Robin Easter Design (RED) will work with West High School students as they conduct a comprehensive audit. RED will provide instructions and a list of what is needed and students will gather and organize the information. RED will evaluate all existing uses of the school's logo, various fonts, different signage styles, signage content, and the materials utilized throughout the campus. This review will help identify inconsistencies, redundancies, and opportunities for improvement, serving as the crucial first step toward creating a cohesive and modern visual identity for West High School.

BRAND IDENTITY REFINEMENT

To enhance West High School's current spirit, RED will streamline your brand identity and develop a brand guide for cohesive use of the brand going forward. We will determine a specific set of brand fonts and specify colors for all mediums (print, digital, paint, vinyl) in the guide. Brand refinement may include cleaning up and minor refinements your. The current logos are trademarked and any changes will need approval by the superintendent. RER AS

BRAND GUIDE

- Logo usage
- Color specification for different mediums including:
  - Printing in 4-color process (CMYK) and Pantone
  - On-screen, RGB and HEX
  - Paint colors
  - Vinyl signage material
- Typography*
- Secondary graphics if applicable
- Paper specification

LOGO PACKAGE

- Logo files in the primary use color
- Print and web versions
- Multiple formats: ai, pdf, jpg

*Fonts are not included because of copyright licensing. Links will be provided for purchasing brand fonts.

The brand guide and logo package are typically delivered at the end of the project to allow the design team to work out all the details of the branding on actual materials before solidifying the final guidelines.

SIGNAGE

Based on the audit provided by West High students, RED will create a comprehensive signage plan, identifying sign types, levels, locations, sign content, and ADA compliance needs. RED will work with the WHS signage committee to determine priorities for phase one design in order to meet the budget.

PHASE 1 - CONCEPT DESIGN: RED will design one of each sign type and one mural for approval. Moodboards for mural style will be presented for feedback prior to design. Once the designs are approved we will provide estimates for phases 2 -4.

PRELIMINARY LIST OF SIGN TYPES

Some signs may be added or eliminated in the comprehensive plan.

EXTERIOR

BUILDING

ENTRANCES IDENTIFICATION ABOVE DOORS
WINDOW AND DOOR VINYL
Locations:
- Administration
- Cafeteria
- Gymnasium
- Auditorium

CAMPUS

MONUMENT
MARQUEE (2)
ARCH SIGN on corner
RED BANNER ON 2 POSTS in front of hedges

WAYFINDING

STYLE 1 (currently 2 wooden posts, low to ground)
Examples:
- Main Entrance, Visitor Parking, Gymnasium
- Auditorium
- Student Parking

STYLE 2 (currently 1 post, aluminum sign)
Examples:
- Exit only
- All numbered parking spaces are reserved
- Speed limit 1

INFORMATIONAL/INSTRUCTIONAL

Example: No Smoking

MISCELLANEOUS

FOOTBALL CHAMPIONSHIP SIGNS

INTERIOR

IDENTIFICATION

LEVEL 1: Example: Gymnasium, silver lettering
LEVEL 2: Example: Lecture Hall, printed sign
ROOM NUMBERS + NAMES (currently blade signs + plaques)
MISCELLANEOUS: Example: Lost & Found

WAYFINDING

- DIRECTIONAL - above doorways
- DIRECTORIES
- FLOOR-LEVEL MARKERS

REGULATORY AND SAFETY SIGNS

Examples:
- Emergency exits
- Evacuation routes
- Fire extinguishers

INFORMATIONAL/INSTRUCTIONAL

Examples:
- No Smoking, Restricted Access
- School rules, mission statements, and values
- Posters or signs for upcoming activities or events
- Temporary wayfinding for activities or events

BRANDING/DECORATIVE SIGNS

MURALS
- Office
- Auditorium
- Gymnasium
- Lecture Hall
- Cafeteria

STATEMENT SIGNS: Example: West Rebels Athletic

MISCELLANEOUS

WINDOW VINYL ON TEACHER LOUNGE in cafeteria

OTHER

REVISIONS
One round of revisions is included in Phase 1 (concept design). One round of minor text edits is included in Phase 2 (design/layout). Additional rounds, if needed, will be billed on an hourly basis at $150 per hour.

OUTSIDE EXPENSES
Outside expenses, such as printing, mailing, domain registration, hosting, website plug-ins, fabrication are not included in this estimate.

CREATIVE FEES

PHASE 1

PROJECT MANAGEMENT

DISCOVERY / AUDIT / SIGNAGE PLAN

BRAND IDENTITY REFINEMENT

CONCEPT DESIGN - 1 MOCKUP OF EACH SIGN TYPE INCLUDED IN PRIIORITY LIST

MURAL CONCEPT - MOCKUP OF 1 MURAL, RANGE BASED ON COMPLEXITY OF GRAPHICS

TOTAL up to $25,000

TERMS + CONDITIONS

Fifty percent ($12,500) of the total is due to begin. The remainder will be billed in monthly increments based on time spent. All invoices are due net 15 days and may be subject to sales tax. Outside expenses are not included and, if incurred, will be billed net due upon receipt.

Acceptance of this proposal confirms that Robin Easter Design has been hired by **West High School** for the work described in this proposal. This estimate is subject to the terms and provisions in the RED General Working Agreement.

NAME: Ashley Spears DATE: 7-9-2025

NAME: Robin Easter Reeves DATE: 7.9.2025

GENERAL WORKING AGREEMENT

PROFESSIONAL SERVICES

We calculate our estimates based on anticipated hours required to complete a specific project. The total cost for the project will not exceed the estimate unless the scope of the project changes, in which case you will be notified and we will either provide an estimate for the additional work or bill on an hourly basis. One round of design revisions is included. Beyond that revisions will be billed on an hourly basis at $150 per hour. Service fees are subject to sales tax.

OUTSIDE EXPENSES

We prefer to coordinate such items as new photography, printing, production, fabrication, special programming, hosting and other purchases relating to specific projects. This places the responsibility with Robin Easter Design and gives the client the advantage of having us involved in making sure outside contracts are handled consistently with the intent of the overall project. We obtain competitive bids from qualified vendors and help select the best provider based on your needs. Outside expenses are subject to sales tax.

PROOFING

Although we make every effort to ensure proper spelling and grammar, this alone is not sufficient. It is the client's responsibility to ensure that all information is correct, free from copyright infringement, and relevant. The client is responsible for proofreading of all materials to ensure accuracy and will be responsible for the cost of correcting any such errors. Ink colors do not look accurate on screen. Proofs are not final files. After receiving client approval, the file(s) will be finalized for production and sent to print.

SAMPLES

In the printing industry, it's not unusual to encounter a slight variance of plus or minus 10 percent on the final, delivered quantity. If you need an exact number, we recommend ordering extra to make sure you have enough. Robin Easter Design will retain up to 20 samples for our records. Should the client handle printing, the client shall provide 20 samples to Robin Easter Design upon completion of the project. Please note that print prices are not guaranteed past 30 days. Print turn around time is typically two weeks.

SCHEDULES

Robin Easter Design makes every effort to provide services and materials in a manner that will accommodate client deadlines. We shall not be held responsible for changes in schedules or damages to the client that result from any delay or other cause beyond our control. Nor shall RED be responsible for changes in schedules or damages to the client that result from delays in receiving approvals, payments, information or materials from the client or any of the client's agents. If the basic services covered in this estimate are not completed within one year of the approval date, through no fault of Robin Easter Design, such as failure by the client to meet deadlines for submission of materials or failure by the client to grant approvals, extension of services may carry an additional fee. Should the client request services or materials to be done on a faster than normal or agreed upon basis, additional costs may be reflected in the billing.

TERMS Robin Easter Design agrees to provide services and/or materials under the terms described in the estimate. We reserve the right to not begin, complete or deliver any work until the appropriate fees are paid according to the indicated terms. If projects are canceled or postponed prior to completion the client will pay for the services and materials up to that point. Any initial payments made to Robin Easter Design to begin a project are considered non-refundable deposits, unless otherwise specified. Should any of Robin Easter Design's invoices not be paid within the payment terms, the client agrees to pay one and one-half percent interest per month (18 percent annually). Charging interest to past due invoices does not indicate that Robin Easter Design has agreed to extend terms. All of Robin Easter Design's invoices remain payable as originally indicated. ~~In the event that it is necessary for Robin Easter Design to place collection of fees in the hands of a collection agency or attorney, the client agrees to pay all costs of collection, including reasonable attorney fees.~~ The client shall pay any sales, use or other transfer taxes that may be applicable to the services and materials provided, including any tax that may be assessed on audit of Robin Easter Design's tax returns. Robin Easter Design's estimates do not reflect taxes unless specified. Proposal agreements and estimates returned by facsimile or e-mail are legal and binding.

RIGHTS + OWNERSHIP

Any design elements provided by the client, such as stock photography, illustration, copy, videos, working files, .pdfs, etc. to be incorporated into work for the client will remain the property of the client. Original graphic elements and layered native files or editable files developed by RED are the property of RED and are not included in this proposal. In other words all drawings, artwork, specifications, and other visual presentation materials, including preliminary concepts, visual presentations, electronic files, working files, digital proofs and .pdfs are the property of Robin Easter Design and are not for client use. If the client wishes to make additional use of the materials, the client agrees to seek permission from Robin Easter Design and make payment for the use of files and the time associated with preparation of files and materials. Where alterations are necessary, Robin Easter Design will be given the opportunity to make such changes at an agreed additional charge.

The rights granted to Client are for usage of the Final Works in their original form only. Client may not crop, distort, manipulate, reconfigure, mimic, animate, edit, extract portions, intentionally alter the color of the Final Works, or otherwise create derivative works based on the Final Works.

For questions about this, refer to AIGA Standard Form of Agreement for Design Services, Schedule A. Intellectual Property Provisions, Option 2: Exclusive License.

Photographers, illustrators, and other similar artists contract for specific rights to use their images and works. Robin Easter Design cannot release any property to the client that may be subject to these conditions. This includes original photographs, illustrations or other similar items actually owned by artists. The client agrees to be bound by any terms and conditions, including required credits, with respect to the reproduction of such material as may be imposed on Robin Easter Design by contracted artists unless transfer of ownership is signed away by the artist. Should the client desire ownership or unlimited rights to a photograph, illustration or similar work, Robin Easter Design can negotiate those rights on the client's behalf.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 7th day of August, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-137

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 7/25/2025

RLA-17582 **R-25-8-301**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Allison Rogers, SHERIFF

Department: SHERIFF

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Overtime Reimbursement Agreement with the Tennessee Bureau of Investigation and the Tennessee Dangerous Drugs Task Force for the use of Law Enforcement under the Heroin/Opioid Investigation Overtime Expense Program for the reimbursement of up to $9,600.00 per officer in overtime expenses incurred by the Knox County Sheriff's Office.
(Sheriff)

Attachments

Resolution

TN Dangerous Drugs - Heroin/Opioid

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN OVERTIME REIMBURSEMENT AGREEMENT WITH THE TENNESSEE BUREAU OF INVESTIGATION AND THE TENNESSEE DANGEROUS DRUGS TASK FORCE FOR THE USE OF LAW ENFORCEMENT UNDER THE HEROIN/OPIOID INVESTIGATION OVERTIME EXPENSE PROGRAM FOR THE REIMBURSEMENT OF UP TO $9,600.00 PER OFFICER IN OVERTIME EXPENSES INCURRED BY THE KNOX COUNTY SHERIFF'S OFFICE.

RESOLUTION: **R-25-8-301**

REQUESTED BY: **SHERIFF**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Sheriff's Office desires to enter into an agreement with the Tennessee Bureau of Investigation and the Tennessee Dangerous Drugs Task Force for the use of Law Enforcement under the Heroin/Opioid Investigation Overtime Expense Program; and

WHEREAS, this agreement provides reimbursement of overtime expenses incurred by the Knox County Sheriff's Office in an amount up to $9,600.00 per law enforcement officer assisting with such investigations, as further detailed in the attached agreement.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreement with the Tennessee Bureau of Investigation and the Tennessee Dangerous Drugs Task Force for the use of Law Enforcement under the Heroin/Opioid Investigation Overtime Expense Program for the reimbursement of up to $9,600.00 per officer in overtime expenses incurred by the Knox County Sheriff's Office is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the aforementioned Agreement with the Tennessee Bureau of Investigation and the Tennessee Dangerous Drugs Task Force shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

TENNESSEE BUREAU OF INVESTIGATION (GRANTEE AGENCY) AND THE TENNESSEE DANGEROUS DRUGS TASK FORCE

AGREEMENT

FOR THE USE OF LAW ENFORCEMENT HEROIN/OPIOID INVESTIGATION OVERTIME EXPENSE PROGRAM

Date of Agreement: 7/1/25

Overtime Grant Funding Term:
Resources are contingent upon the availability of grant funding. Advance notice will be provided prior to the expenditure of all overtime funds.

Law Enforcement Agency Information:

Federal Tax ID #: 62-6007979
Contact Person: Candi Brandl
Telephone No: 865-215-4508
E-Mail Address: candace.brandl@knoxsherif

Law Enforcement Agency Name and Address:
Knox County Sheriff's Office
400 Main Street Suite L-148
Knoxville, TN 37902

This agreement is between the above-named law enforcement agency, the Tennessee Bureau of Investigation (TBI) (Grantee Agency) and the Tennessee Dangerous Drugs Task Force (TDDTF). This agreement shall be effective when signed by an authorized Law Enforcement Agency Official, TDDTF Director and the Assistant Director of the Drug Investigation Unit at the TBI. This Overtime Reimbursement Program is subject to and contingent upon the availability of state and/or federal funds. In the event that the funds are not available, the TBI and TDDTF reserve the right to terminate this program.

1. It is agreed that the law enforcement officers named on this agreement will assist in investigations and prosecutions in accordance with State and Federal regulations and report all overdose incidents and related information into the TDDTF DI^3 Law Enforcement Portal. The law enforcement agency agrees to provide law enforcement officers who are identified in this agreement to work on heroin/opioid investigations. All approving officials must agree to any change in law enforcement officers assigned.

2. The agencies that are parties to the Agreement, pursuant to T.C.A 12-9-101-109 will cooperate with the other parties for their mutual advantage in the provision of services and facilities necessary to investigate the production, sale, trafficking, use of heroin/opioids and processing the crime scenes.

Each local government entering into this agreement agrees that all officers assigned to the TDDTF Heroin/Opioid Investigation Overtime Program will be entitled to all rights, duties, powers, privileges, exceptions and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the local government by which the officer is employed.

Each local government entering this Agreement agrees that each and every law enforcement officer assigned to the TDDTF Heroin/Opioid Investigation Overtime Program may enter into its jurisdiction upon request of a TDDTF member for the purposes of investigating the production, sale or use of heroin/opioids and mitigating the crime scene and that such officer will have the same rights, powers, duties, privileges and immunities in its jurisdiction as one of its own law enforcement officers.

Each law enforcement officer assigned to the TDDTF Heroin/Opioid Investigation Overtime Program will remain an employee of the local government by which the officer was employed prior the assignment. The conduct and actions of such officer will remain the responsibility of the local government employing the officer. Any civil liability arising from the actions of a law enforcement officer's activities will be assumed by the employing local government in the same manner and to the same extent as if the actions were committed within the jurisdiction of the employing local government during the normal course of the officer's employment, independent of the Task Force.

TDDTF Heroin/Opioid Investigation Overtime Program participating officers will be considered employees of the city or county hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such officers be considered the employees of another city or county.

Each participating local government agrees that it will make no claim for compensation for any damages or loss of its equipment, or for personal injury, including death, to its employees occurring as a consequence of the Task Force activities, against any other participating local government and that all such claims are expressly waived.

3. Officers shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parentagency.

4. Any law enforcement officers assigned to a heroin/opioid investigation in accordance with this agreement are not considered Federal or Grantee Agency employees and do not take on the benefits of Federal or Grantee Agency employment by virtue of their participation in the investigation.

5. The Grantee Agency, Tennessee Bureau of Investigation, will provide operational and administrative support that is mutually agreed to by the parties to this Agreement for the administration of overtime payments.

6. If there are any **OTHER FUNDS** available within the participating agency for use for overtime, such as OCDETF, HIDTA, COPS, BJA or individual state or federal heroin/opioid block/hotspot grants, these funds **MUST** be used first before requesting reimbursement from this grant.

7. The Grantee Agency, Tennessee Bureau of Investigation, will reimburse the law enforcement agency for approved overtime costs for law enforcement officers assigned to heroin/opioid investigations. The designated agency is responsible for paying its employees for their overtime. To ensure proper complete utilization of heroin/opioid investigation overtime, reimbursement claims must be submitted on the proper reimbursement request forms **within 30 days after the end of the month. Anything after that will require review/approval by the TDDTF prior to the submission of reimbursement request.** Analysis of reimbursement claims by the Grantee agency may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The agency affected by any such modification will be telephonically advised at least thirty (30) days in advance with follow-up confirmation in writing. Overtime payments, in any event, may not, on an annual per person basis (July 1st - June 30th), exceed the set $13,200 salary rate in effect at the time of the original agreement if the population of the County is less than 100,000. If the population of the County is more than 100,000, the set annual salary rate cannot exceed $9,600 per person. The law enforcement agency is responsible for ensuring that this annual payment is not exceeded. The Grantee Accounting Manager and TDDTF Director will also monitor these payments. Overtime payments shall be limited to true overtime.

8. In no event will the law enforcement agency charge any indirect costs for the administration or implementation of this agreement. In addition, any overtime hours worked by the employee shall be compensated at their hourly rate for overtime, with no additional fringe benefits, premiums, or other compensation applied to these hours. **Overtime hours are capped at 20 hours per officer per investigation.**

9. The law enforcement agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions required by the Grantee Agency to facilitate inspection and auditing of such records and accounts.

10. The law enforcement agency shall permit and have readily available for examination and auditing by representatives of TBI/TDDTF, the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is sooner.

11. The law enforcement agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to the Tennessee Dangerous Drugs Task Force agreements pursuant to the regulations of the Department of Justice (See, e.g., 28 C.F.R. Part 42, Subparts C and G, 28 C.F.R. 50.3 (1991) issued pursuant to Title VI relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

12. This agreement may be terminated by any of the parties by written notice to the other parties thirty (30) days prior to termination. The Grantee Agency shall receive billing for outstanding obligations within thirty (30) days of the termination.

13. The law enforcement agency agrees as a general requirement to comply with Federal, State and local environmental, health, and safety laws and regulations applicable to the investigation.

14. The law enforcement agency agrees to submit to the Tennessee Dangerous Drugs Task Force Director for review and approval any curricula, training materials, or any other written material that will be published, web-based materials and web materials and web-site content through funds from this grant at least forty-five (45) working days prior to the targeted dissemination date.

15. The law enforcement agency shall submit to the Tennessee Dangerous Drugs Task Force Director all reports and proposed publications. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantees' or government's expense MUST contain the following statements: "This project was supported by Grant No. (Contact the TBI/TDDTF Office for appropriate grant number reference) Anti-Heroin Task Force (AHTF) by the Office of Community Oriented Policing (COPS) for State and Locals. The Bureau of Justice Assistance (BJA) and COPS are components of the Department of Justice, which include one or all of the following: the Office of Justice Programs, the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United State Department of Justice."

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Tennessee Dangerous Drugs Task Force and the law enforcement agency. They are, therefore, subject to modification by the Tennessee Dangerous Drugs Task Force Executive Board based upon the progress and needs of the Task Force. Additionally, resources are contingent on the availability of funds.

Approved By: Asst Chief 7/1/25
Authorized Law Enforcement Official Title Date

Approved By: SAC
TDDTF Director, Tommy Farmer Title Date

Approved By: Assistant Director
Tennessee Bureau of Investigation Title Date
Assistant Director, Darryl Richardson

RLA-17583 **R-25-8-302**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Allison Rogers, SHERIFF

Department: SHERIFF

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Overtime Reimbursement Agreement with the Tennessee Bureau of Investigation and the Tennessee Dangerous Drugs Task Force for the use of Law Enforcement under the Methamphetamine Investigation Overtime Expense Program for the reimbursement of up to $9,600.00 per officer in overtime expenses incurred by the Knox County Sheriff's Office.
(Sheriff)

Attachments

Resolution

TN Dangerous Drugs - Methamphetamine

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN OVERTIME REIMBURSEMENT AGREEMENT WITH THE TENNESSEE BUREAU OF INVESTIGATION AND THE TENNESSEE DANGEROUS DRUGS TASK FORCE FOR THE USE OF LAW ENFORCEMENT UNDER THE METHAMPHETAMINE INVESTIGATION OVERTIME EXPENSE PROGRAM FOR THE REIMBURSEMENT OF UP TO $9,600.00 PER OFFICER IN OVERTIME EXPENSES INCURRED BY THE KNOX COUNTY SHERIFF'S OFFICE.

RESOLUTION: **R-25-8-302**

REQUESTED BY: **SHERIFF**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Sheriff's Office desires to enter into an agreement with the Tennessee Bureau of Investigation and the Tennessee Dangerous Drugs Task Force for the use of Law Enforcement under the Methamphetamine Investigation Overtime Expense Program; and

WHEREAS, this agreement provides reimbursement of overtime expenses incurred by the Knox County Sheriff's Office in an amount up to $9,600.00 per law enforcement officer assisting with such investigations, as further detailed in the attached agreement.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreement with the Tennessee Bureau of Investigation and the Tennessee Dangerous Drugs Task Force for the use of Law Enforcement under the Methamphetamine Investigation Overtime Expense Program for the reimbursement of up to $9,600.00 per officer in overtime expenses incurred by the Knox County Sheriff's Office is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the aforementioned Agreement with the Tennessee Bureau of Investigation and the Tennessee Dangerous Drugs Task Force shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

828

TENNESSEE BUREAU OF INVESTIGATION (GRANTEE AGENCY) AND THE TENNESSEE DANGEROUS DRUGS TASK FORCE

AGREEMENT

FOR THE USE OF LAW ENFORCEMENT METHAMPHETAMINE INVESTIGATION OVERTIME EXPENSE PROGRAM

Date of Agreement: 7/1/25

Overtime Grant Funding Term:
Resources are contingent upon the availability of grant funding. Advance notice will be provided prior to the expenditure of all overtime funds.

Law Enforcement Agency Information:
Federal Tax ID #: 62-6007979
Contact Person: Candi Brandl
Telephone No: 865-215-4508
E-Mail Address: candace.brandl@knoxsherif

Law Enforcement Agency Name and Address:
Knox County Sheriff's Office
400 Main Street
Knoxville, TN 37902

This agreement is between the above-named law enforcement agency, the Tennessee Bureau of Investigation (TBI) (Grantee Agency) and the Tennessee Dangerous Drugs Task Force (TDDTF). This agreement shall be effective when signed by an authorized Law Enforcement Agency Official, the TDDTF Director and the Assistant Director of the Drug Investigation Unit at the TBI. This Overtime Reimbursement Program is subject to and contingent upon the availability of state and/or federal funds. In the event that the funds are not available, the TBI and TDDTF reserve the right to terminate this program.

1. It is agreed that the law enforcement officers named on this agreement will assist in investigations and prosecutions in accordance with State and Federal regulations and report all incidents, including overdose incidents, into the TDDTF DI^3 Law Enforcement Portal.

2. The law enforcement agency agrees to provide law enforcement officers who are identified in this agreement to work on methamphetamine investigations. All approving officials must agree to any change in law enforcement officers assigned.

3. The agencies that are parties to the Agreement, pursuant to T.C.A 12-9-101-109 will cooperate with the other parties for their mutual advantage in the provision of services and facilities necessary to investigate the production, sale, trafficking, or use of methamphetamine and processing the crime scenes that result from the domestic production of methamphetamine.

Each local government entering into this agreement agrees that all officers assigned to the TDDTF Methamphetamine Investigation Overtime Program will be entitled to all rights, duties, powers, privileges, exceptions and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the local government by which the officer is employed.

Each local government entering this Agreement agrees that each and every law enforcement officer assigned to the TDDTF Methamphetamine Investigation Overtime Program may enter into its jurisdiction upon request of a TDDTF member for the purposes of investigating the production, sale or use of methamphetamine and mitigating the crime scene of methamphetamine production and that such officer will have the same rights, powers, duties, privileges and immunities in its jurisdiction as one of its own law enforcement officers.

Each law enforcement officer assigned to TDDTF Methamphetamine Investigation Overtime Program will remain an employee of the local government by which the officer was employed prior the assignment. The conduct and actions of such officer will remain the responsibility of the local government employing the officer. Any civil liability arising from the actions of a law enforcement officer's activities will be assumed by the employing local government in the same manner and to the same extent as if the actions were committed within the jurisdiction of the employing local government during the normal course of the officer's employment, independent of the Task Force.

TDDTF Methamphetamine Investigation Overtime Program participating officers will be considered employees of the city or county hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such officers be considered the employees of another city or county.

Each participating local government agrees that it will make no claim for compensation for any damages or loss of its equipment, or for personal injury, including death, to its employees occurring as a consequence of the Task Force activities, against any other participating local government and that all such claims are expressly waived.

4. Officers shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent agency.

5. Any law enforcement officers assigned to a methamphetamine investigation in accordance with this agreement are not considered Federal or Grantee Agency employees and do not take on the benefits of Federal or Grantee Agency employment by virtue of their participation in the investigation.

6. The Grantee Agency, Tennessee Bureau of Investigation, will provide operational and administrative support that is mutually agreed to by the parties to this Agreement for the administration of overtime payments.

7. If there are any **OTHER FUNDS** available within the participating agency for use for overtime, such as OCDETF, HIDTA, COPS, BJA or individual state or federal methamphetamine block / hotspot grants, these funds **MUST** be used first before requesting reimbursement from this grant.

8. The Grantee Agency, Tennessee Bureau of Investigation, will reimburse the law enforcement agency for approved overtime costs for law enforcement officers assigned to methamphetamine investigations. The designated agency is responsible for paying its employees for their overtime. To ensure proper complete utilization of methamphetamine

overtime, reimbursement claims must be submitted on the proper reimbursement request forms **within 30 days after the end of the month. Anything after that will require review/approval by the TDDTF prior to the submission of reimbursement request**. Analysis of reimbursement claims by the Grantee agency may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The agency affected by any such modification will be telephonically advised at least thirty (30) days in advance with follow-up confirmation in writing. Overtime payments, in any event, may not, on an annual per person basis (July 1st - June 30th), exceed the set $13,200 salary rate in effect at the time of the original agreement if the population of the County is less than 100,000. If the population of the County is more than 100,000, the set annual salary rate cannot exceed $9,600 per person. The law enforcement agency is responsible for ensuring that this annual payment is not exceeded. The Grantee Accounting Manager and TDDTF Director will also monitor these payments. Overtime payments shall be limited to true overtime.

9. In no event will the law enforcement agency charge any indirect costs for the administration or implementation of this agreement. In addition, any overtime hours worked by the employee shall be compensated at their hourly rate for overtime, with no additional fringe benefits, premiums, or other compensation applied to these hours. Overtime hours are capped at 20 hours per officer per investigation.

10. The law enforcement agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions required by the Grantee Agency to facilitate inspection and auditing of such records and accounts.

11. The law enforcement agency shall permit and have readily available for examination and auditing by representatives TBI/TDDTF, the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is sooner.

12. The law enforcement agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to Tennessee Dangerous Drugs Task Force agreements pursuant to the regulations of the Department of Justice (See, e.g., 28 C.F.R. Part 42, Subparts C and G, 28 C.F.R. 50.3 (1991) issued pursuant to Title VI relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

13. This agreement may be terminated by any of the parties by written notice to the other parties thirty (30) days prior to termination. The Grantee Agency shall receive billing for outstanding obligations within thirty (30) days of the termination.

14. The law enforcement agency agrees as a general requirement to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment, and wastes used in or resulting from the operations of these laboratories.

15. The law enforcement agency agrees to specific requirements and agrees that any program or initiative involved in the identification, seizure, or closure of clandestine methamphetamine laboratories, hereafter referred to as the "Program", can result in adverse health, safety, and

environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

Therefore, the law enforcement agency further agrees that in order to avoid or mitigate the possible adverse health, safety, and environmental impacts of its Program, it will (1) include the nine protective measures or components within its Program; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by the grant agreement; and (3) implement these protective measures throughout the life of this agreement. In so doing, the law enforcement agency understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractors, or other qualified third parties.

1) Provide medical screening of personnel assigned by the designated agency and the Grantee to the seizure or closure of clandestine methamphetamine laboratories;

2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned to seizure, closure and clean up of clandestine methamphetamine laboratories;

3) As determined by their specific duties, equip personnel assigned to the Program with OSHA required site specific protective equipment, personal protective equipment, and other required safety supplies;

4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, contaminated materials and wastes removed from the site(s) of each seized clandestine laboratory;

6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;

7) Monitor the transport, disposal, and recycling components of subparagraphs numbered(e) and (f) immediately above in order to ensure proper compliance;

8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible state environmental agency that provides for that agency's (1) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (2) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing state and federal requirements; and

9) Include among the personnel involved in seizing clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any of the offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately

testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations, or health care.

10) Subsections 2) through 9) in this section are services that are leveraged by the TDDTD through the same grant funding stream that provides the overtime reimbursement. These services are made available to law enforcement entities when requested, and the cost is covered by the grant funding. Entities signing this agreement can utilize these amenities when the TDDTS has the funding available to provide them.

16. The law enforcement agency acknowledges that it has received and reviewed the environmental assessment, including its appendices (Sections 12 through 14 contained herein), that has been prepared for the grant by the Tennessee Bureau of Investigation (Grantee Agency) as taken from the "Special Conditions" prepared by the Office of Justice Programs. The law enforcement agency understands that this environmental assessment was prepared under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321 et seq., and that this assessment provides both the basis for the above listed protective measures as well as references to several statutes, regulations, and guidelines that are particularly relevant to the implementation of these measures.

17. The law enforcement agency agrees to submit to the TDDTF Director for review and approval any curricula, training materials, or any other written material that will be published, web-based materials and web materials and web-site content through funds from this grant at least forty-five (45) working days prior to the targeted dissemination date.

18. The law enforcement agency shall submit to the TDDTF Director all reports and proposed publications. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantees' or government's expense MUST contain the following statements: This project was supported by Grant No. (Contact the TBI/TDDTF Office for appropriate grant number reference) COPS Anti-Methamphetamine Program (CAMP) by the Office of Community Oriented Policing (COPS) for State and Locals. The Bureau of Justice Assistance (BJA) and COPS are components of the Department of Justice, which include one or all of the following: the Office of Justice Programs, the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United State Department of Justice."

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Tennessee Dangerous Drugs Task Force and the law enforcement agency. They are, therefore, subject to modification by the Tennessee Dangerous Drugs Task Force Executive Board based upon the progress and needs of the Task Force. Additionally, resources are contingent on the availability of funds.

Approved By: Asst Chief 7/1/25

Authorized Law Enforcement Official — Title — Date

SAC

Approved By: Title

TDDTF Director, Tommy Farmer — Date

Assistant Director

Approved By: Title

Assistant Director, Darryl Richardson
Tennessee Bureau of Investigation — Date

RLA-17556 **R-25-8-401**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a supplement in the amount of $45,000.00 to the existing professional services contract with LDA Engineering for additional work to extend the scope of improvements on Bakertown Road.
(Engineering and Public Works)

Attachments

Resolution

Bakertown Rd Supplement 1

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A SUPPLEMENT IN THE AMOUNT OF $45,000.00 TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH LDA ENGINEERING FOR ADDITIONAL WORK TO EXTEND THE SCOPE OF IMPROVEMENTS ON BAKERTOWN ROAD.

RESOLUTION: **R-25-8-401**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-25-8-401, the Knox County Commission approved an engineering design contract with LDA Engineering for the Bakertown Road Widening and Realignment Project (the "Project"); and

WHEREAS, Knox County and LDA Engineering desire to enter into a supplement in the amount of $45,000.00 to provide for additional work to extend the scope of improvements on Bakertown Road, which services are further detailed in the attached supplement agreement.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The supplement agreement with LDA Engineering for additional work to extend the scope of improvements on Bakertown Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the supplement agreement with LDA Engineering for additional work to extend the scope of improvements on Bakertown Road shall be executed subject to such amendment or action not affecting the substantive provisions of the supplement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

LDA ENGINEERING

July 18, 2025

Mr. Ben A. Friend, P.E.
Civil Engineering Manager
Knox County Engineering and Public Works
205 W Baxter Ave
Knoxville, TN 37917

Reference: Bakertown Road Realignment and Widening
Scope and Fee Supplement Request No. 1

Dear Ben,

We appreciate the opportunity to work with Knox County Engineering on this project. Below is our supplement request to provide additional engineering services outside of the original scope of work.

PROJECT DESCRIPTION

LDA is currently under contract with Knox County Engineering to provide surveying and engineering services related to the realignment and widening of Bakertown Road. This scope and fee supplement is for additional effort related to several items as outlined below.

ADDITIONAL SCOPE OF SERVICES

Task 2 – Engineering & Design

A. Revise the Preliminary Plans (Plans) to eliminate all roadway reconstruction, except at the intersection of Bakertown Road and Ball Camp Pike. This change occurred in early April, shortly after the initial set of Plans was submitted on March 27, 2025. Revised Plans were resubmitted on April 25, 2025. The following sheets were affected by the revision.

- Typical Sections and Pavement Schedule
- R.O.W. Acquisition Table
- Property Map
- Removal and Relocation Plan
- Plan and Profile
- Side Street and Driveway Profiles
- Signing and Pavement Marking Plan
- Cross Sections

B. Add 130 feet to the approach tapers on Ball Camp Pike, thereby extending the project limits 260 feet. This design change was relatively minor, but it also included additional field survey and data processing for the extended project limits.

C. Add modifications to the existing Schaad Road medians. This was done to eliminate the offset in opposing left turn lanes, and allow for a permissive left turn phase for the new traffic signal. A layout sheet was added to the plans for Schaad Road.
D. Provide traffic count data at the intersection of Bakertown Road and Ball Camp Pike for a right turn lane analysis (southbound Bakertown to westbound Ball Camp).
E. Divide the project into two phases: (1) Schaad to Ball, and (2) Ball Camp to Schaad. This expanded the deliverables and bidding services to two times the original scope, i.e. two standalone sets of plans, construction quantities, bidding documents and bidding phases (see Task 5A below).

Task 5 – Pre-Construction & Bidding

A. Provide bidding services and documents for the two separate project phases, as described in Task 2E above. This consists of bid advertisements, project manuals, pre-bid meetings, responses to bidders' questions and associated addenda, bid openings, and bid tabulations.

PROJECT FEES

LDA proposes to provide the services described above for a lump sum amount of $45,000. All services will be billed monthly, based on percent completion of the tasks. This supplement increases the total budget for Task 2 from $152,000 to $193,000 and Task 5 from $4,000 to $8,000.

If all conditions of this proposal are acceptable, please sign below for authorization to proceed. Thank you again for this opportunity.

Respectfully,

Jason C. Elliott, P.E.
Principal / Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____ Date: _____

RLA-17576 **R-25-8-402**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a State Aid Contract with the Tennessee Department of Transportation (TDOT) for the resurfacing of Hill Road from Andersonville Pike to E. Raccoon Valley Drive for an estimated project cost of $1,633,332.22 with $1,600,665.58 (98%) being provided by TDOT and $32,666.64 (2%) being provided by Knox County.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A STATE AID CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE RESURFACING OF HILL ROAD FROM ANDERSONVILLE PIKE TO E. RACCOON VALLEY DRIVE FOR AN ESTIMATED PROJECT COST OF $1,633,332.22 WITH $1,600,665.58 (98%) BEING PROVIDED BY TDOT AND $32,666.64 (2%) BEING PROVIDED BY KNOX COUNTY.

RESOLUTION: **R-25-8-402**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received an Agreement from the Tennessee Department of Transportation (TDOT) for the purpose of providing for the maintenance of State-Aid Route #SA 4751-3, namely, Hill Road from Andersonville Pike to East Raccoon Valley Drive; and

WHEREAS, the proposed Agreement provides for the resurfacing of 6.264 miles of Hill Road (the "Project"); and

WHEREAS, Knox County desires to accept this contract award as the Project will benefit Knox County and the citizens thereof; and

WHEREAS, the total estimated cost of the Project is $1,633,332.22 with $1,600,665.58 (98%) being provided by TDOT and $32,666.64 (2%) being provided by Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreement with the Tennessee Department of Transportation for State Aid for the resurfacing of Hill Road from Andersonville Pike to East Raccoon Valley Drive is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Agreement with the Tennessee Department of Transportation for State Aid for the resurfacing of Hill Road from Andersonville Pike to East Raccoon Valley Drive shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AGREEMENT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AND
KNOX COUNTY

THIS AGREEMENT is entered into between the State of Tennessee, Department of Transportation, hereinafter referred to as the "Department," and **Knox County**, hereinafter referred to as the "Local Government," for the purpose of providing for maintenance of the State-Aid system of local routes in accordance with Tenn. Code Ann. 54-4-401 *et seq*., as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

PREAMBLE:

WHEREAS, a state-aid highway system consisting of certain routes in the county road network was established by Tenn. Code Ann. 54-4-401 *et seq*. ("State-Aid"); and

WHEREAS, the parties want to enter into agreement to provide for certain maintenance of a State-Aid route(s) as described herein; and

WHEREAS, the Local Government has prepared plans and specifications for the following maintenance activities:

State-Aid Route #: **SA 4751-3**
State Project #: **47SAR1-S8-036**
Route Name: **Hill Road**
From: **Andersonville Pike** To **East Raccoon Valley Drive**
(If Applicable) Contractor Name: **APAC-Atlantic, Inc.**
(If Applicable) Shoulders resurfaced with: **N/A**
PIN: **136676.00**
TDOT Contract Number: **250217**

hereinafter referred to as the "Project"; Resurfacing with D mix 6.264 miles of Hill Road in Knox County**.**

NOW, THEREFORE, in consideration of the premises, the Department and the Local Government enter into this Agreement to provide for the funding and performance of the Project.

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Local Government shall provide plans and specifications for the construction of the Project for the Department's approval. If the Project includes replacement or construction of a bridge, then the plans shall be prepared by an engineer licensed in the State of Tennessee and designed in accordance with the latest AASHTO LRFD Standard Specifications for Highway Bridges, with Addenda, in effect on the Effective Date. If the

Project is for resurfacing only, then the Local Government shall provide, in lieu of plans, a typical section drawing including the paving schedule for the Department's approval.

A.2. All construction shall be performed in accordance with the approved construction plans, the Department's Standard Specifications of Road and Bridge Construction (current Edition), as amended and supplemented by the Department's Supplemental Specifications, the Manual on Uniform Traffic Control Devices, and normally accepted construction practices.

A.3. The Department hereby approves Attachment One, which is attached hereto and incorporated herein as a part of this Agreement, detailing the Project work to be performed by the Local Government. The Local Government agrees that where any State-Aid Route intersects with a state highway or other public road the Project work will continue across the right-of-way of the intersecting state highway or public road to the point where the State-Aid-Route abuts with the roadway of the state highway or public road.

A.4. Construction Schedule: Work to begin as soon as possible after execution of this Agreement and to be completed on or before **June 30, 2026**.

A.5. The Project shall be constructed subject to the approval of the Department only for conformity with the plans and specifications.

A.6. The Local Government shall adhere to the provisions of Tenn. Code Ann. § 54-4-401 *et seq.*, the Department's State-Aid Program Guidelines, and to the Local Government's own adopted rules and regulations, and hereby certifies that these provisions, guidelines, and rules and regulations will be carried out. In the event of any conflict between the Department's State-Aid Program Guidelines and the Local Government's own adopted rules and regulations, the Department's State-Aid Program Guidelines shall control.

A.7. Final determination of actual costs allowable under the terms of this Agreement shall be based upon a final review and approval by the Department of quantities and agreed unit prices, as certified to by the Local Government's engineer. The Local Government shall permit, and shall require its contractor and engineer to permit, the Department to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Local Government and its contractor with regard to the Project.

A.8. If applicable, the Local Government has requested that it be authorized to perform with its own forces those items of work identified on the "Estimated Quantities of Work and Agreed Unit Prices," attached hereto and incorporated herein as Attachment One, and the Department, having found the Local Government to be equipped and qualified to perform such work, hereby concurs in said request. The Local Government has elected to have the remaining work, if any, identified on Attachment One to be accomplished by awarding a construction contract after advertising for bids in a newspaper having circulation in the county where the Project is located for at least two (2) weekly issues prior to the date of accepting bids. The Local Government shall comply with its adopted rules and regulations governing competitive bid procedures, consistent with laws governing the awarding of highway or road construction contracts.

A.9. The Department has encumbered its share of the Project cost. In the event the work under the contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

B. TERM OF CONTRACT:

This Agreement shall be effective on the last date of signature ("Effective Date") and extend until June 30, 2026 ("Term"). The Department shall have no obligation to the Local Government for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Maximum Liability. The estimated total cost of the Project under this Agreement is **One Million Six Hundred Thirty-Three Thousand Three Hundred Thirty-Two Dollars and Twenty-Two Cents ($1,633,332.22**) ("Estimated Maximum Liability"). The "Department Share" listed in Section C.2. of this Agreement is the maximum amount due the Local Government under this Agreement; provided that with advance written approval of the Department, the final total cost of the Project and the parties' pro rata share thereof may increase as follows without execution of an amendment to this Agreement:

If the Department provides advance written approval for the actual cost of the Project to exceed the Estimated Maximum Liability, and if the Local Government has any unexpended balance of the current fiscal year State-Aid program funds to cover the costs, then the Department and the Local Government shall pay the amount above the Estimated Maximum Liability in the pro rata percentages set forth in Section C.2., and the Local Government's share thereof shall be paid from its unexpended balance of the current fiscal year State-Aid program funds. In the event that the Local Government's current fiscal year State-Aid program funds all have been expended, the costs above the Estimated Maximum Liability shall be paid entirely from Local Government funds. The Department shall not participate in any Project costs once the Local Government's current fiscal year State-Aid program funds all have been expended, and the Department shall not participate in any Project costs for which advance written approval has not been given.

C.2. Department Share and Local Government Share. In accordance with Tenn. Code Ann. 54-5-404, the Local Government shall provide at least two percent (2%) of the approved Project cost in cash from Local Government funds or in-kind Project work approved by the commissioner of the Department, or both.

The parties agree that their respective shares of the Estimated Maximum Liability for the Project shall be as follows:

Department Share:	(**98**%)	**$ 1,600,665.58**
Local Government Share:	(**2**%)	**$ 32,666.64**

Total Project Cost: **$ 1,633,332.22**

C.3. Reimbursements to Reflect Match/Share. Reimbursements to Local Government shall reflect the percentage of Local Government Share detailed in Section C.2. Reimbursements are subject to the other provisions of this Agreement, including but not limited to, Section C.1.

C.4. Invoice Requirements. The Local Government shall invoice the Department no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Nolan Kign, Region 1 State-Aid Office
7345 Region Lane
Knoxville, TN 37914
Email: nolan.king@tn.gov
Telephone # (423) 353-5302

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Local Government).
(2) State Aid Number.
(3) State Project Number.
(4) Local Road Name.
(5) Invoice Date.
(6) Invoice Period (to which the reimbursement request is applicable).
(7) Agreement Number (assigned by the Department).
(8) Local Government Name.
(9) Local Government Remittance Address.
(10) Local Government Contact for Invoice Questions (name, phone or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. All line-item numbers as shown in Attachment 1 in numerical order
ii. Item Description
iii. Estimated Quantities
iv. Current Quantities
v. Previous Quantities
vi. Unit
vii. Unit Price
viii. The current amount requested
ix. The previous amount requested
x. Total amount reimbursed to date

b. The Local Government understands and agrees to all of the following.

(1) An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Agreement and shall be subject to Attachment One and any other provision of this Agreement relating to allowable reimbursements.

(2) An invoice under this Agreement shall not include any reimbursement request for future expenditures.

(3) An invoice under this Agreement shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.

C.5. Payment Methodology. Payments will be made by the Department to the Local Government on the basis of actual quantities of items of work performed at the agreed unit price(s) set forth in Attachment One, including any adjusted unit prices and/or additional required pay items applicable to the Project as provided in the TDOT Standard Specifications for Road and Bridge Construction (current Edition).

Payment to the Local Government may be a sum made in advance, upon the Department's approval of the invoice submitted by the Local Government's contractor to the Local Government. For such payments, the Local Government shall pay its contractor within thirty (30) days of the Local Government's receipt of such funds from the Department and shall retain records of such payments.

C.6. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or related matter. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.7. Non-allowable Costs. Any amounts payable to the Local Government shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

C.8. Department's Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Local Government under this Agreement or under any other agreement between the Local Government and the Department under which the Local Government has a right to receive payment from the Department.

C.9. Prerequisite Documentation. The Local Government shall not invoice the Department under this Agreement until the Department has received the following, properly completed documentation.

a. The Local Government shall complete, sign, and return to the Department an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Department. By doing so, the Local Government acknowledges and agrees that, once this form is received by the Department, all payments to the Local Government under this or any other Agreement will be made by automated clearing house ("ACH").

b. The Local Government shall complete, sign, and return to the Department the Department-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Local Government's Federal Employer Identification Number or Social Security Number referenced in the Local Government's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Department is not bound by this Agreement until it is signed by the parties and approved by appropriate officials.

D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties.

D.3. Termination for Convenience. The Department may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the Department. The Department shall give the Local Government at least thirty (30) days written notice before the effective termination date. The Local Government shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Local Government for compensation for any service that has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. The Local Government shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Department's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Local Government fails to properly perform its obligations under this Agreement, or if the Local Government violates any terms of this Agreement, the Department shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Department's right to terminate this Agreement for cause, the Local Government shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Local Government.

D.5. Subcontracting. The Local Government shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Nondiscrimination," "Debarment and Suspension," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Local Government shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Local Government warrants that no part of the total Agreement Amount shall be paid directly or indirectly to an employee or official of the Department of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Local Government in connection with any work contemplated or performed relative to this Agreement.

D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Department:

Lisa Dunn / Manager State-Aid Office
Suite 600, James K. Polk Office Building
505 Deaderick Street
Nashville, TN 37243
Email: Lisa.Dunn@tn.gov
Telephone # (615) 253-2684
FAX # (615) 741-9673

The Local Government:

Jim Snowden / Road Superintendent
Knox County Highway Department
205 W Baxter Ave
Knoxville, TN 37917
Email: Jim.Snowden@knoxcounty.org
Telephone # (865) 215-5800

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.8. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate this Agreement upon written notice to the Local Government. The Department's right to terminate this Agreement due to lack of funds is not a breach of this Agreement by the Department. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement. Should such an event occur, the Local Government shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Local Government shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.9. Nondiscrimination. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal,

Tennessee state constitutional, or statutory law. The Local Government shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Licensure. The Local Government, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.11. Records. The Local Government and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Local Government and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Local Government's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Monitoring. The Local Government's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Local Government shall submit brief, periodic, progress reports to the Department as requested.

D.14. Strict Performance. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.15. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.16. Limitation of Department's Liability. The Department shall have no liability except as specifically provided in this Agreement. In no event will the Department be liable to the Local Government or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Agreement or otherwise. The Department's total liability under this Agreement (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally

established in Section C.1 of this Agreement. This limitation of liability is cumulative and not per incident.

D.17. Debarment and Suspension. The Local Government certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Local Government shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Agreement. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Agreement arising from a Force Majeure Event is not a default under this Agreement or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Local Government's representatives, suppliers, subcontractors, customers or business apart from this Agreement is not a Force Majeure Event under this Agreement. Local Government will promptly notify the Department of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Department within one (1) day of the inception of the delay) that a Force

Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Local Government's performance longer than forty-eight (48) hours, the Department may, upon notice to Local Government: (a) cease payment of the fees until Local Government resumes performance of the affected obligations; or (b) immediately terminate this Agreement or any purchase order, in whole or in part, without further payment except for fees then due and payable. Local Government will not increase its charges under this Agreement or charge the Department any fees other than those provided for in this Agreement as the result of a Force Majeure Event.

D.19. Procurement. If other terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Local Government shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement.

D.20. Tennessee Department of Revenue Registration. The Local Government shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Agreement.

D.21. State and Federal Compliance. The Local Government shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.

D.22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.23. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.24. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

D.26. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 *et seq*., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Local Government certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.27. Maintenance. Pursuant to T.C.A. § 54-1-126(b), upon completion of the construction of the Project, the Local Government shall be solely responsible for the maintenance of the completed Project. The Local Government acknowledges that where any county road intersects with a state highway or other public road, the Local Government's maintenance responsibility for the county road, including but not limited to traffic control devices, continues across the right-of-way of the intersecting state highway or public road to the point where the local road abuts the roadway of the state highway or public road.

D.28. No Retainage Allowed. The Local Government may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

KNOX COUNTY:

_____

Jim Snowden, Knox County Road Superintendent

_____

Glenn Jacobs, Knox County Mayor

_____

David Buuck, Knox County Law Director

TENNESSEE DEPARTMENT OF TRANSPORTATION:

_____

Will Reid, TDOT Commissioner

APPROVED AS TO FORM AND LEGALITY:

Leslie South, TDOT General Counsel

Daniel Pallme, Asst. Chief of Planning Bureau

February 25, 2022

ATTACHMENT ONE

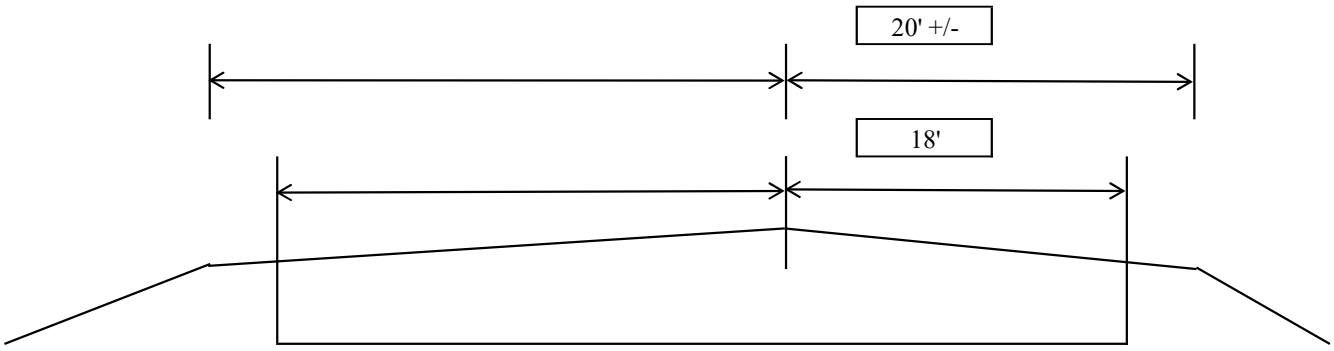
ESTIMATED QUANTITIES OF WORK AND AGREED UNIT PRICES

Item No.	Description	Quantity	Unit	Price	Amount
307-01.09	ACS Mix (PG 64-22) Grading C Per Ton for Leveling	3460	TN	$120.00	$ 415,200.00
411-01.10	ACS Mix (PG 64-22) Grading D TDOT Spec 407.09	8628	TN	$126.00	$ 1,087,128.00
704-04.20	SKID STEER WITH PLANER (to be used for milling of small areas)	50	HR	$300.00	$ 15,000.00
716.02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	25	LF	$11.00	$ 275.00
411.12.03	SCORING RUMBLE STRIPE (NON-CONT 8” PER LINEAR MILE)	5.65	MI	$1,350.00	$ 7,627.50
716.05.01	PAINTED PAVEMENT MARKING (PER 4” LINE)	252,700	LF	$0.12	$ 30,324.00
	Engineering Fee	1	LS	$ 77,777.73	$ 77,777.72
			Total Project Cost		$ 1,633,332.22

ADDITIONAL ITEMS (WHERE APPLICABLE)			
SP109B	Payment Adjustment for Bituminous Material	TN	Paid per TDOT Special Provision 109B

ATTACHMENT TWO

County: Knox County
Local Road Name Hill Road
Termini From Andersonville Pike To East Raccoon Valley Drive
Type of Work Resurface
Project Length 6.264 miles



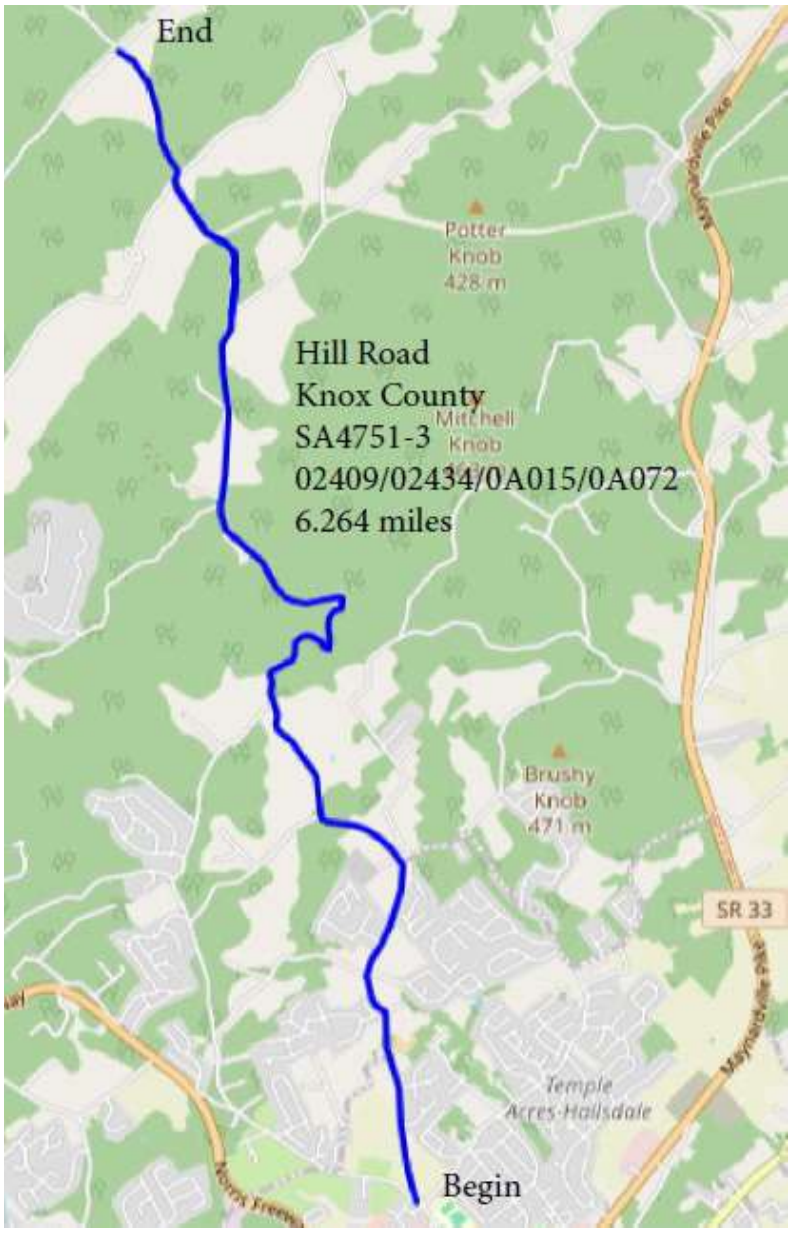
PROPOSED PAVEMENT SCHEDULE

Phase	DESCRIPTION
Tack Coat:	Bituminous Material for Tack Coat @ 0.02 - 0.05 gal./sq.yd.
Leveling:	0.5" (Approx. 57.5 lbs/sq.yd) Asphalt Concrete Mix (PG 64-22) Grade "C"
Surface:	1-1/2" (Approx. 159.0 lbs/sq.yd) Asphalt Concrete Mix (PG 64-22) Grade "D"

Knox County

Hill Road

From: Andersonville Pike To: East Raccoon Valley Drive



RLA-17578 **R-25-8-403**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a State Aid Contract with the Tennessee Department of Transportation (TDOT) for the resurfacing of Ball Road from Frostland Lane to Oak Ridge Highway for an estimated project cost of $862,111.69 with $844,869.46 (98%) being provided by TDOT and $17,242.23 (2%) being provided by Knox County.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A STATE AID CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE RESURFACING OF BALL ROAD FROM FROSTLAND LANE TO OAK RIDGE HIGHWAY FOR AN ESTIMATED PROJECT COST OF $862,111.69 WITH $844,869.46 (98%) BEING PROVIDED BY TDOT AND $17,242.23 (2%) BEING PROVIDED BY KNOX COUNTY.

RESOLUTION: **R-25-8-403**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received an Agreement from the Tennessee Department of Transportation (TDOT) for the purpose of providing for the maintenance of State-Aid Route #SA 4712-4, namely, Ball Road from Frostland Lane to Oak Ridge Highway; and

WHEREAS, the proposed Agreement provides for the resurfacing of 3.03 miles of Ball Road (the "Project"); and

WHEREAS, Knox County desires to accept this contract award as the Project will benefit Knox County and the citizens thereof; and

WHEREAS, the total estimated cost of the Project is $862,111.69 with $844,869.46 (98%) being provided by TDOT and $17,242.23 (2%) being provided by Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreement with the Tennessee Department of Transportation for State Aid for the resurfacing of Ball Road from Frostland Lane to Oak Ridge Highway is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Agreement with the Tennessee Department of Transportation for State Aid for the resurfacing of Ball Road from Frostland Lane to Oak Ridge Highway shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AGREEMENT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AND
KNOX COUNTY

THIS AGREEMENT is entered into between the State of Tennessee, Department of Transportation, hereinafter referred to as the "Department," and **Knox County**, hereinafter referred to as the "Local Government," for the purpose of providing for maintenance of the State-Aid system of local routes in accordance with Tenn. Code Ann. 54-4-401 *et seq*., as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

PREAMBLE:

WHEREAS, a state-aid highway system consisting of certain routes in the county road network was established by Tenn. Code Ann. 54-4-401 *et seq*. ("State-Aid"); and

WHEREAS, the parties want to enter into agreement to provide for certain maintenance of a State-Aid route(s) as described herein; and

WHEREAS, the Local Government has prepared plans and specifications for the following maintenance activities:

State-Aid Route #: **SA 4712-4**
State Project #: **47SAR1-S8-035**
Route Name: **Ball Road**
From: **Frostland Lane** To **Oak Ridge Highway**
(If Applicable) Contractor Name: **APAC-Atlantic, Inc.**
(If Applicable) Shoulders resurfaced with: **N/A**
PIN: **136675.00**
TDOT Contract Number: **250216**

hereinafter referred to as the "Project"; Resurfacing with D mix 3.03 miles of Ball Road in Knox County.

NOW, THEREFORE, in consideration of the premises, the Department and the Local Government enter into this Agreement to provide for the funding and performance of the Project.

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Local Government shall provide plans and specifications for the construction of the Project for the Department's approval. If the Project includes replacement or construction of a bridge, then the plans shall be prepared by an engineer licensed in the State of Tennessee and designed in accordance with the latest AASHTO LRFD Standard Specifications for Highway Bridges, with Addenda, in effect on the Effective Date. If the

Project is for resurfacing only, then the Local Government shall provide, in lieu of plans, a typical section drawing including the paving schedule for the Department's approval.

A.2. All construction shall be performed in accordance with the approved construction plans, the Department's Standard Specifications of Road and Bridge Construction (current Edition), as amended and supplemented by the Department's Supplemental Specifications, the Manual on Uniform Traffic Control Devices, and normally accepted construction practices.

A.3. The Department hereby approves Attachment One, which is attached hereto and incorporated herein as a part of this Agreement, detailing the Project work to be performed by the Local Government. The Local Government agrees that where any State-Aid Route intersects with a state highway or other public road the Project work will continue across the right-of-way of the intersecting state highway or public road to the point where the State-Aid-Route abuts with the roadway of the state highway or public road.

A.4. Construction Schedule: Work to begin as soon as possible after execution of this Agreement and to be completed on or before **June 30, 2026**.

A.5. The Project shall be constructed subject to the approval of the Department only for conformity with the plans and specifications.

A.6. The Local Government shall adhere to the provisions of Tenn. Code Ann. § 54-4-401 *et seq.*, the Department's State-Aid Program Guidelines, and to the Local Government's own adopted rules and regulations, and hereby certifies that these provisions, guidelines, and rules and regulations will be carried out. In the event of any conflict between the Department's State-Aid Program Guidelines and the Local Government's own adopted rules and regulations, the Department's State-Aid Program Guidelines shall control.

A.7. Final determination of actual costs allowable under the terms of this Agreement shall be based upon a final review and approval by the Department of quantities and agreed unit prices, as certified to by the Local Government's engineer. The Local Government shall permit, and shall require its contractor and engineer to permit, the Department to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Local Government and its contractor with regard to the Project.

A.8. If applicable, the Local Government has requested that it be authorized to perform with its own forces those items of work identified on the "Estimated Quantities of Work and Agreed Unit Prices," attached hereto and incorporated herein as Attachment One, and the Department, having found the Local Government to be equipped and qualified to perform such work, hereby concurs in said request. The Local Government has elected to have the remaining work, if any, identified on Attachment One to be accomplished by awarding a construction contract after advertising for bids in a newspaper having circulation in the county where the Project is located for at least two (2) weekly issues prior to the date of accepting bids. The Local Government shall comply with its adopted rules and regulations governing competitive bid procedures, consistent with laws governing the awarding of highway or road construction contracts.

A.9. The Department has encumbered its share of the Project cost. In the event the work under the contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

B. TERM OF CONTRACT:

This Agreement shall be effective on the last date of signature ("Effective Date") and extend until June 30, 2026 ("Term"). The Department shall have no obligation to the Local Government for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Maximum Liability. The estimated total cost of the Project under this Agreement is **Eight Hundred Sixty-Two Thousand One Hundred Eleven Dollars and Sixty-Nine Cents ($862,111.69)** ("Estimated Maximum Liability"). The "Department Share" listed in Section C.2. of this Agreement is the maximum amount due the Local Government under this Agreement; provided that with advance written approval of the Department, the final total cost of the Project and the parties' pro rata share thereof may increase as follows without execution of an amendment to this Agreement:

If the Department provides advance written approval for the actual cost of the Project to exceed the Estimated Maximum Liability, and if the Local Government has any unexpended balance of the current fiscal year State-Aid program funds to cover the costs, then the Department and the Local Government shall pay the amount above the Estimated Maximum Liability in the pro rata percentages set forth in Section C.2., and the Local Government's share thereof shall be paid from its unexpended balance of the current fiscal year State-Aid program funds. In the event that the Local Government's current fiscal year State-Aid program funds all have been expended, the costs above the Estimated Maximum Liability shall be paid entirely from Local Government funds. The Department shall not participate in any Project costs once the Local Government's current fiscal year State-Aid program funds all have been expended, and the Department shall not participate in any Project costs for which advance written approval has not been given.

C.2. Department Share and Local Government Share. In accordance with Tenn. Code Ann. 54-5-404, the Local Government shall provide at least two percent (2%) of the approved Project cost in cash from Local Government funds or in-kind Project work approved by the commissioner of the Department, or both.

The parties agree that their respective shares of the Estimated Maximum Liability for the Project shall be as follows:

Department Share:	(**98**%)	**$ 844,869.46**
Local Government Share:	(**2**%)	**$ 17,242.23**
Total Project Cost:		**$ 862,111.69**

C.3. Reimbursements to Reflect Match/Share. Reimbursements to Local Government shall reflect the percentage of Local Government Share detailed in Section C.2. Reimbursements are subject to the other provisions of this Agreement, including but not limited to, Section C.1.

C.4. Invoice Requirements. The Local Government shall invoice the Department no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Nolan Kign, Region 1 State-Aid Office
7345 Region Lane
Knoxville, TN 37914
Email: nolan.king@tn.gov
Telephone # (423) 353-5302

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Local Government).
(2) State Aid Number.
(3) State Project Number.
(4) Local Road Name.
(5) Invoice Date.
(6) Invoice Period (to which the reimbursement request is applicable).
(7) Agreement Number (assigned by the Department).
(8) Local Government Name.
(9) Local Government Remittance Address.
(10) Local Government Contact for Invoice Questions (name, phone or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. All line-item numbers as shown in Attachment 1 in numerical order
ii. Item Description
iii. Estimated Quantities
iv. Current Quantities
v. Previous Quantities
vi. Unit
vii. Unit Price
viii. The current amount requested
ix. The previous amount requested
x. Total amount reimbursed to date

b. The Local Government understands and agrees to all of the following.

(1) An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the

delivery of service described by this Agreement and shall be subject to Attachment One and any other provision of this Agreement relating to allowable reimbursements.

(2) An invoice under this Agreement shall not include any reimbursement request for future expenditures.

(3) An invoice under this Agreement shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.

C.5. Payment Methodology. Payments will be made by the Department to the Local Government on the basis of actual quantities of items of work performed at the agreed unit price(s) set forth in Attachment One, including any adjusted unit prices and/or additional required pay items applicable to the Project as provided in the TDOT Standard Specifications for Road and Bridge Construction (current Edition).

Payment to the Local Government may be a sum made in advance, upon the Department's approval of the invoice submitted by the Local Government's contractor to the Local Government. For such payments, the Local Government shall pay its contractor within thirty (30) days of the Local Government's receipt of such funds from the Department and shall retain records of such payments.

C.6. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or related matter. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.7. Non-allowable Costs. Any amounts payable to the Local Government shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

C.8. Department's Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Local Government under this Agreement or under any other agreement between the Local Government and the Department under which the Local Government has a right to receive payment from the Department.

C.9. Prerequisite Documentation. The Local Government shall not invoice the Department under this Agreement until the Department has received the following, properly completed documentation.

a. The Local Government shall complete, sign, and return to the Department an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Department. By doing so, the Local Government acknowledges and agrees that, once this form is received by the Department, all payments to the Local Government under this or any other Agreement will be made by automated clearing house ("ACH").

b. The Local Government shall complete, sign, and return to the Department the Department-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Local Government's Federal Employer Identification Number or Social Security Number referenced in the Local Government's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Department is not bound by this Agreement until it is signed by the parties and approved by appropriate officials.

D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties.

D.3. Termination for Convenience. The Department may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the Department. The Department shall give the Local Government at least thirty (30) days written notice before the effective termination date. The Local Government shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Local Government for compensation for any service that has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. The Local Government shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Department's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Local Government fails to properly perform its obligations under this Agreement, or if the Local Government violates any terms of this Agreement, the Department shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Department's right to terminate this Agreement for cause, the Local Government shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Local Government.

D.5. Subcontracting. The Local Government shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Nondiscrimination," "Debarment and Suspension," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Local Government shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Local Government warrants that no part of the total Agreement Amount shall be paid directly or indirectly to an employee or official of the Department of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Local Government in connection with any work contemplated or performed relative to this Agreement.

D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Department:

Lisa Dunn / Manager State-Aid Office
Suite 600, James K. Polk Office Building
505 Deaderick Street
Nashville, TN 37243
Email: Lisa.Dunn@tn.gov
Telephone # (615) 253-2684
FAX # (615) 741-9673

The Local Government:

Jim Snowden / Road Superintendent
Knox County Highway Department
205 W Baxter Ave
Knoxville, TN 37917
Email: Jim.Snowden@knoxcounty.org
Telephone # (865) 215-5800

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.8. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate this Agreement upon written notice to the Local Government. The Department's right to terminate this Agreement due to lack of funds is not a breach of this Agreement by the Department. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement. Should such an event occur, the Local Government shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Local Government shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.9. Nondiscrimination. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal,

Tennessee state constitutional, or statutory law. The Local Government shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Licensure. The Local Government, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.11. Records. The Local Government and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Local Government and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Local Government's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Monitoring. The Local Government's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Local Government shall submit brief, periodic, progress reports to the Department as requested.

D.14. Strict Performance. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.15. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.16. Limitation of Department's Liability. The Department shall have no liability except as specifically provided in this Agreement. In no event will the Department be liable to the Local Government or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Agreement or otherwise. The Department's total liability under this Agreement (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally

established in Section C.1 of this Agreement. This limitation of liability is cumulative and not per incident.

D.17. Debarment and Suspension. The Local Government certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Local Government shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Agreement. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Agreement arising from a Force Majeure Event is not a default under this Agreement or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Local Government's representatives, suppliers, subcontractors, customers or business apart from this Agreement is not a Force Majeure Event under this Agreement. Local Government will promptly notify the Department of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Department within one (1) day of the inception of the delay) that a Force

Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Local Government's performance longer than forty-eight (48) hours, the Department may, upon notice to Local Government: (a) cease payment of the fees until Local Government resumes performance of the affected obligations; or (b) immediately terminate this Agreement or any purchase order, in whole or in part, without further payment except for fees then due and payable. Local Government will not increase its charges under this Agreement or charge the Department any fees other than those provided for in this Agreement as the result of a Force Majeure Event.

D.19. Procurement. If other terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Local Government shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement.

D.20. Tennessee Department of Revenue Registration. The Local Government shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Agreement.

D.21. State and Federal Compliance. The Local Government shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.

D.22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.23. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.24. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

D.26. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 *et seq*., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Local Government certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.27. Maintenance. Pursuant to T.C.A. § 54-1-126(b), upon completion of the construction of the Project, the Local Government shall be solely responsible for the maintenance of the completed Project. The Local Government acknowledges that where any county road intersects with a state highway or other public road, the Local Government's maintenance responsibility for the county road, including but not limited to traffic control devices, continues across the right-of-way of the intersecting state highway or public road to the point where the local road abuts the roadway of the state highway or public road.

D.28. No Retainage Allowed. The Local Government may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

KNOX COUNTY:

_____

Jim Snowden, Knox County Road Superintendent

_____

Glenn Jacobs, Knox County Mayor

_____

David Buuck, Knox County Law Director

TENNESSEE DEPARTMENT OF TRANSPORTATION:

_____

Will Reid, TDOT Commissioner

APPROVED AS TO FORM AND LEGALITY:

Leslie South, TDOT General Counsel

Daniel Pallme, Asst. Chief of Planning Bureau

February 25, 2022

ATTACHMENT ONE

ESTIMATED QUANTITIES OF WORK AND AGREED UNIT PRICES

Item No.	Description	Quantity	Unit	Price	Amount
307-01.09	ACS Mix (PG 64-22) Grading C Per Ton for Leveling	1755	TN	$120.00	$ 210,600.00
411-01.10	ACS Mix (PG 64-22) Grading D TDOT Spec 407.09	4378	TN	$126.00	$ 551,628.00
704-04.20	Additional Work (SKID STEER WITH PLANER (to be used for milling of small areas)	50	HR	$300.00	$ 15,000.00
716.02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	35	LF	$11.00	$ 385.00
716.02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	8	EA	$200.00	$ 1,600.00
716.04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	2	EA	$350.00	$ 700.00
716.13.01	SPRAY THERMO PM (60 MIL 4”) PER LINEAR MILE	12.25	MI	$2,700.00	$ 33,075.00
716.05.01	PAINTED PAVEMENT MARKING (PER 4" LINE)	64680	LF	$0.12	$ 7,761.60
716.02.02	PLASTIC PAVEMENT MARKING (8" BARRIER LINE)	229	LF	$1.35	$ 309.15
	Engieering Fee	1	LS	$ 41,052.94	$ 41,052.94
		Total Project Cost			$ 862,111.69

ADDITIONAL ITEMS (WHERE APPLICABLE)			
SP109B	Payment Adjustment for Bituminous Material	TN	Paid per TDOT Special Provision 109B

ATTACHMENT TWO

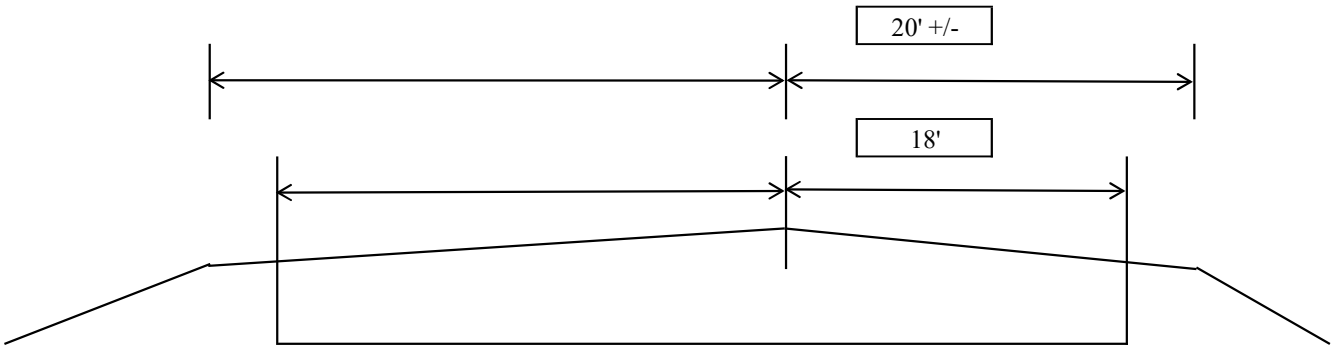
County: Knox County

Local Road Name Ball Road

Termini From Frostland Lane To Oak Ridge Highway

Type of Work Resurface

Project Length 3.03 miles



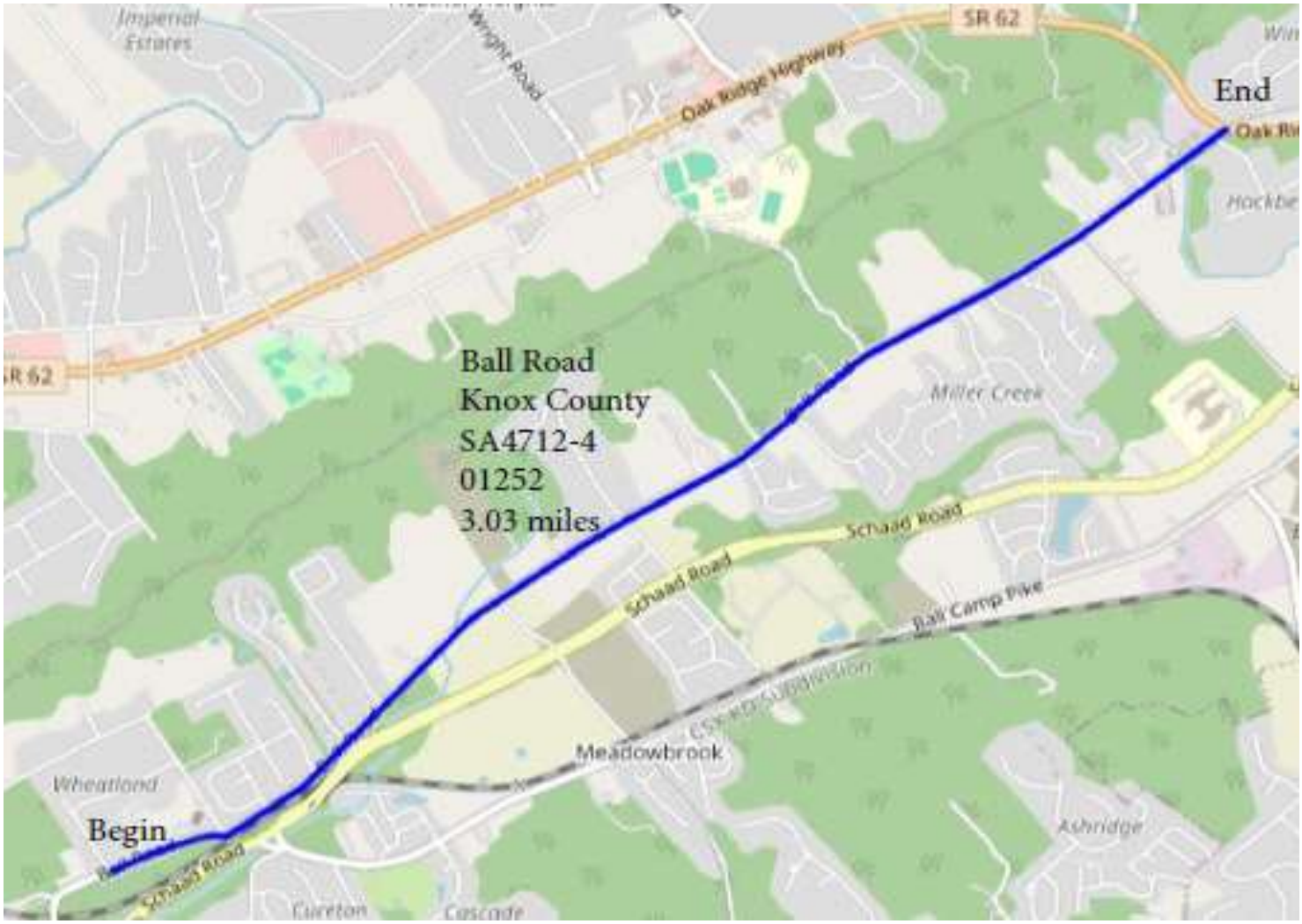
PROPOSED PAVEMENT SCHEDULE

Phase	DESCRIPTION
Tack Coat:	Bituminous Material for Tack Coat @ 0.02 - 0.05 gal./sq.yd.
Leveling:	0.5" (Approx. 57.5 lbs/sq.yd) Asphalt Concrete Mix (PG 64-22) Grade "C"
Surface:	1-1/2" (Approx. 159.0 lbs/sq.yd) Asphalt Concrete Mix (PG 64-22) Grade "D"

Knox County

Ball Road

From: Frostland Lane To: Oak Ridge Highway



RLA-17579 **R-25-8-404**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a State Aid Contract with the Tennessee Department of Transportation (TDOT) for the resurfacing of Yarnell Road from Everett Road to Lovell Road for an estimated project cost of $1,728,913.83 with $1,694,335.55 (98%) being provided by TDOT and $34,578.28 (2%) being provided by Knox County.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A STATE AID CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE RESURFACING OF YARNELL ROAD FROM EVERETT ROAD TO LOVELL ROAD FOR AN ESTIMATED PROJECT COST OF $1,728,913.83 WITH $1,694,335.55 (98%) BEING PROVIDED BY TDOT AND $34,578.28 (2%) BEING PROVIDED BY KNOX COUNTY.

RESOLUTION: **R-25-8-404**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received an Agreement from the Tennessee Department of Transportation (TDOT) for the purpose of providing for the maintenance of State-Aid Route #SA 4708-4, namely, Yarnell Road from Everett Road to Lovell Road; and

WHEREAS, the proposed Agreement provides for the resurfacing of 5.53 miles of Yarnell Road (the "Project"); and

WHEREAS, Knox County desires to accept this contract award as the Project will benefit Knox County and the citizens thereof; and

WHEREAS, the total estimated cost of the Project is $1,728,913.83 with $1,694,335.55 (98%) being provided by TDOT and $34,578.28 (2%) being provided by Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreement with the Tennessee Department of Transportation for State Aid for the resurfacing of Yarnell Road from Everett Road to Lovell Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Agreement with the Tennessee Department of Transportation for State Aid for the resurfacing of Yarnell Road from Everett Road to Lovell Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AGREEMENT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AND
KNOX COUNTY

THIS AGREEMENT is entered into between the State of Tennessee, Department of Transportation, hereinafter referred to as the "Department," and **Knox County**, hereinafter referred to as the "Local Government," for the purpose of providing for maintenance of the State-Aid system of local routes in accordance with Tenn. Code Ann. 54-4-401 *et seq*., as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

PREAMBLE:

WHEREAS, a state-aid highway system consisting of certain routes in the county road network was established by Tenn. Code Ann. 54-4-401 *et seq*. ("State-Aid"); and

WHEREAS, the parties want to enter into agreement to provide for certain maintenance of a State-Aid route(s) as described herein; and

WHEREAS, the Local Government has prepared plans and specifications for the following maintenance activities:

State-Aid Route #: **SA4708-4**
State Project #: **47SAR1-S8-033**
Route Name: **Yarnell Road**
From: **Everett Road** To **Lovell Road**
(If Applicable) Contractor Name: **APAC-Atlantic, Inc.**
(If Applicable) Shoulders resurfaced with: **N/A**
PIN: **136673.00**
TDOT Contract Number: **250213**

hereinafter referred to as the "Project"; Resrufacing with D mix 5.53 miles of Yarnell Road in Knox County**.**

NOW, THEREFORE, in consideration of the premises, the Department and the Local Government enter into this Agreement to provide for the funding and performance of the Project.

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Local Government shall provide plans and specifications for the construction of the Project for the Department's approval. If the Project includes replacement or construction of a bridge, then the plans shall be prepared by an engineer licensed in the State of Tennessee and designed in accordance with the latest AASHTO LRFD Standard Specifications for Highway Bridges, with Addenda, in effect on the Effective Date. If the

Project is for resurfacing only, then the Local Government shall provide, in lieu of plans, a typical section drawing including the paving schedule for the Department's approval.

A.2. All construction shall be performed in accordance with the approved construction plans, the Department's Standard Specifications of Road and Bridge Construction (current Edition), as amended and supplemented by the Department's Supplemental Specifications, the Manual on Uniform Traffic Control Devices, and normally accepted construction practices.

A.3. The Department hereby approves Attachment One, which is attached hereto and incorporated herein as a part of this Agreement, detailing the Project work to be performed by the Local Government. The Local Government agrees that where any State-Aid Route intersects with a state highway or other public road the Project work will continue across the right-of-way of the intersecting state highway or public road to the point where the State-Aid-Route abuts with the roadway of the state highway or public road.

A.4. Construction Schedule: Work to begin as soon as possible after execution of this Agreement and to be completed on or before **June 30, 2026**.

A.5. The Project shall be constructed subject to the approval of the Department only for conformity with the plans and specifications.

A.6. The Local Government shall adhere to the provisions of Tenn. Code Ann. § 54-4-401 *et seq.*, the Department's State-Aid Program Guidelines, and to the Local Government's own adopted rules and regulations, and hereby certifies that these provisions, guidelines, and rules and regulations will be carried out. In the event of any conflict between the Department's State-Aid Program Guidelines and the Local Government's own adopted rules and regulations, the Department's State-Aid Program Guidelines shall control.

A.7. Final determination of actual costs allowable under the terms of this Agreement shall be based upon a final review and approval by the Department of quantities and agreed unit prices, as certified to by the Local Government's engineer. The Local Government shall permit, and shall require its contractor and engineer to permit, the Department to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Local Government and its contractor with regard to the Project.

A.8. If applicable, the Local Government has requested that it be authorized to perform with its own forces those items of work identified on the "Estimated Quantities of Work and Agreed Unit Prices," attached hereto and incorporated herein as Attachment One, and the Department, having found the Local Government to be equipped and qualified to perform such work, hereby concurs in said request. The Local Government has elected to have the remaining work, if any, identified on Attachment One to be accomplished by awarding a construction contract after advertising for bids in a newspaper having circulation in the county where the Project is located for at least two (2) weekly issues prior to the date of accepting bids. The Local Government shall comply with its adopted rules and regulations governing competitive bid procedures, consistent with laws governing the awarding of highway or road construction contracts.

A.9. The Department has encumbered its share of the Project cost. In the event the work under the contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

B. TERM OF CONTRACT:

This Agreement shall be effective on the last date of signature ("Effective Date") and extend until June 30, 2026 ("Term"). The Department shall have no obligation to the Local Government for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Maximum Liability. The estimated total cost of the Project under this Agreement is **One Million Seven Hundred Twenty-Eight Thousand Nine Hundred Thirteen Dollars and Eighty-Three Cents ($1,728,913.83**) ("Estimated Maximum Liability"). The "Department Share" listed in Section C.2. of this Agreement is the maximum amount due the Local Government under this Agreement; provided that with advance written approval of the Department, the final total cost of the Project and the parties' pro rata share thereof may increase as follows without execution of an amendment to this Agreement:

If the Department provides advance written approval for the actual cost of the Project to exceed the Estimated Maximum Liability, and if the Local Government has any unexpended balance of the current fiscal year State-Aid program funds to cover the costs, then the Department and the Local Government shall pay the amount above the Estimated Maximum Liability in the pro rata percentages set forth in Section C.2., and the Local Government's share thereof shall be paid from its unexpended balance of the current fiscal year State-Aid program funds. In the event that the Local Government's current fiscal year State-Aid program funds all have been expended, the costs above the Estimated Maximum Liability shall be paid entirely from Local Government funds. The Department shall not participate in any Project costs once the Local Government's current fiscal year State-Aid program funds all have been expended, and the Department shall not participate in any Project costs for which advance written approval has not been given.

C.2. Department Share and Local Government Share. In accordance with Tenn. Code Ann. 54-5-404, the Local Government shall provide at least two percent (2%) of the approved Project cost in cash from Local Government funds or in-kind Project work approved by the commissioner of the Department, or both.

The parties agree that their respective shares of the Estimated Maximum Liability for the Project shall be as follows:

Department Share:	(**98**%)	**$ 1,694,335.55**
Local Government Share:	(**2**%)	**$ 34,578.28**

Total Project Cost: **$ 1,728,913.83**

C.3. Reimbursements to Reflect Match/Share. Reimbursements to Local Government shall reflect the percentage of Local Government Share detailed in Section C.2. Reimbursements are subject to the other provisions of this Agreement, including but not limited to, Section C.1.

C.4. Invoice Requirements. The Local Government shall invoice the Department no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Nolan King, Region 1 State-Aid Office
7345 Region Lane
Knoxville, TN 37914
Email: nolan.king@tn.gov
Telephone # (423) 353-5302

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Local Government).
(2) State Aid Number.
(3) State Project Number.
(4) Local Road Name.
(5) Invoice Date.
(6) Invoice Period (to which the reimbursement request is applicable).
(7) Agreement Number (assigned by the Department).
(8) Local Government Name.
(9) Local Government Remittance Address.
(10) Local Government Contact for Invoice Questions (name, phone or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. All line-item numbers as shown in Attachment 1 in numerical order
ii. Item Description
iii. Estimated Quantities
iv. Current Quantities
v. Previous Quantities
vi. Unit
vii. Unit Price
viii. The current amount requested
ix. The previous amount requested
x. Total amount reimbursed to date

b. The Local Government understands and agrees to all of the following.

(1) An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Agreement and shall be subject to Attachment One and any other provision of this Agreement relating to allowable reimbursements.

(2) An invoice under this Agreement shall not include any reimbursement request for future expenditures.

(3) An invoice under this Agreement shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.

C.5. Payment Methodology. Payments will be made by the Department to the Local Government on the basis of actual quantities of items of work performed at the agreed unit price(s) set forth in Attachment One, including any adjusted unit prices and/or additional required pay items applicable to the Project as provided in the TDOT Standard Specifications for Road and Bridge Construction (current Edition).

Payment to the Local Government may be a sum made in advance, upon the Department's approval of the invoice submitted by the Local Government's contractor to the Local Government. For such payments, the Local Government shall pay its contractor within thirty (30) days of the Local Government's receipt of such funds from the Department and shall retain records of such payments.

C.6. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or related matter. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.7. Non-allowable Costs. Any amounts payable to the Local Government shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

C.8. Department's Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Local Government under this Agreement or under any other agreement between the Local Government and the Department under which the Local Government has a right to receive payment from the Department.

C.9. Prerequisite Documentation. The Local Government shall not invoice the Department under this Agreement until the Department has received the following, properly completed documentation.

a. The Local Government shall complete, sign, and return to the Department an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Department. By doing so, the Local Government acknowledges and agrees that, once this form is received by the Department, all payments to the Local Government under this or any other Agreement will be made by automated clearing house ("ACH").

b. The Local Government shall complete, sign, and return to the Department the Department-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Local Government's Federal Employer Identification Number or Social Security Number referenced in the Local Government's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Department is not bound by this Agreement until it is signed by the parties and approved by appropriate officials.

D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties.

D.3. Termination for Convenience. The Department may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the Department. The Department shall give the Local Government at least thirty (30) days written notice before the effective termination date. The Local Government shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Local Government for compensation for any service that has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. The Local Government shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Department's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Local Government fails to properly perform its obligations under this Agreement, or if the Local Government violates any terms of this Agreement, the Department shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Department's right to terminate this Agreement for cause, the Local Government shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Local Government.

D.5. Subcontracting. The Local Government shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Nondiscrimination," "Debarment and Suspension," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Local Government shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Local Government warrants that no part of the total Agreement Amount shall be paid directly or indirectly to an employee or official of the Department of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Local Government in connection with any work contemplated or performed relative to this Agreement.

D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Department:

Lisa Dunn / Manager State-Aid Office
Suite 600, James K. Polk Office Building
505 Deaderick Street
Nashville, TN 37243
Email: Lisa.Dunn@tn.gov
Telephone # (615) 253-2684
FAX # (615) 741-9673

The Local Government:

Jim Snowden / Road Superintendent
Knox County Highway Department
205 W Baxter Ave
Knoxville, TN 37917
Email: Jim.Snowden@knoxcounty.org
Telephone # (865) 215-5800

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.8. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate this Agreement upon written notice to the Local Government. The Department's right to terminate this Agreement due to lack of funds is not a breach of this Agreement by the Department. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement. Should such an event occur, the Local Government shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Local Government shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.9. Nondiscrimination. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal,

Tennessee state constitutional, or statutory law. The Local Government shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Licensure. The Local Government, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.11. Records. The Local Government and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Local Government and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Local Government's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Monitoring. The Local Government's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Local Government shall submit brief, periodic, progress reports to the Department as requested.

D.14. Strict Performance. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.15. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.16. Limitation of Department's Liability. The Department shall have no liability except as specifically provided in this Agreement. In no event will the Department be liable to the Local Government or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Agreement or otherwise. The Department's total liability under this Agreement (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally

established in Section C.1 of this Agreement. This limitation of liability is cumulative and not per incident.

D.17. Debarment and Suspension. The Local Government certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Local Government shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Agreement. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Agreement arising from a Force Majeure Event is not a default under this Agreement or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Local Government's representatives, suppliers, subcontractors, customers or business apart from this Agreement is not a Force Majeure Event under this Agreement. Local Government will promptly notify the Department of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Department within one (1) day of the inception of the delay) that a Force

Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Local Government's performance longer than forty-eight (48) hours, the Department may, upon notice to Local Government: (a) cease payment of the fees until Local Government resumes performance of the affected obligations; or (b) immediately terminate this Agreement or any purchase order, in whole or in part, without further payment except for fees then due and payable. Local Government will not increase its charges under this Agreement or charge the Department any fees other than those provided for in this Agreement as the result of a Force Majeure Event.

D.19. Procurement. If other terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Local Government shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement.

D.20. Tennessee Department of Revenue Registration. The Local Government shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Agreement.

D.21. State and Federal Compliance. The Local Government shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.

D.22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.23. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.24. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

D.26. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 *et seq*., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Local Government certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.27. Maintenance. Pursuant to T.C.A. § 54-1-126(b), upon completion of the construction of the Project, the Local Government shall be solely responsible for the maintenance of the completed Project. The Local Government acknowledges that where any county road intersects with a state highway or other public road, the Local Government's maintenance responsibility for the county road, including but not limited to traffic control devices, continues across the right-of-way of the intersecting state highway or public road to the point where the local road abuts the roadway of the state highway or public road.

D.28. No Retainage Allowed. The Local Government may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

KNOX COUNTY:

_____

Jim Snowden, Knox County Road Superintendent

_____

Glenn Jacobs, Knox County Mayor

_____

David Buuck, Knox County Law Director

TENNESSEE DEPARTMENT OF TRANSPORTATION:

_____

Will Reid, TDOT Commissioner

APPROVED AS TO FORM AND LEGALITY:

Leslie South, TDOT General Counsel

Daniel Pallme, Asst. Chief of Planning Bureau

February 25, 2022

ATTACHMENT ONE

ESTIMATED QUANTITIES OF WORK AND AGREED UNIT PRICES

Item No.	Description	Quantity	Unit	Price	Amount
307-01.09	ACS Mix (PG 64-22) Grading C Per Ton for Leveling	3577	TN	$120.00	$ 429,240.00
411-01.10	ACS Mix (PG 64-22) Grading D TDOT Spec 407.09	8921	TN	$126.00	$ 1,124,046.00
704-04.20	Additional Work (SKID STEER WITH PLANER (to be used for milling of small areas))	50	HR	$300.00	$ 15,000.00
716.02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	150	LF	$11.00	$ 1,650.00
716.02.04	PLASTIC PAVEMENT MARKING (CHANNELIZED STRIPING PER 12” LINE)	325	LF	$3.00	$ 975.00
716.02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	8	EA	$200.00	$ 1,600.00
716.13.01	SPRAY THERMO PM (60 MIL 4”) PER LINEAR MILE	22.22	MI	$2,700.00	$ 59,994.00
716.05.01	PAINTED PAVEMENT MARKING (PER 4” LINE)	117,330	LF	$0.12	$ 14,079.60
	Engineering Fee	1	LS	$82,329.23	$ 82,329.23

Total Project Cost		$ 1,728,913.83

ADDITIONAL ITEMS (WHERE APPLICABLE)			
SP109B	Payment Adjustment for Bituminous Material	TN	Paid per TDOT Special Provision 109B

ATTACHMENT TWO

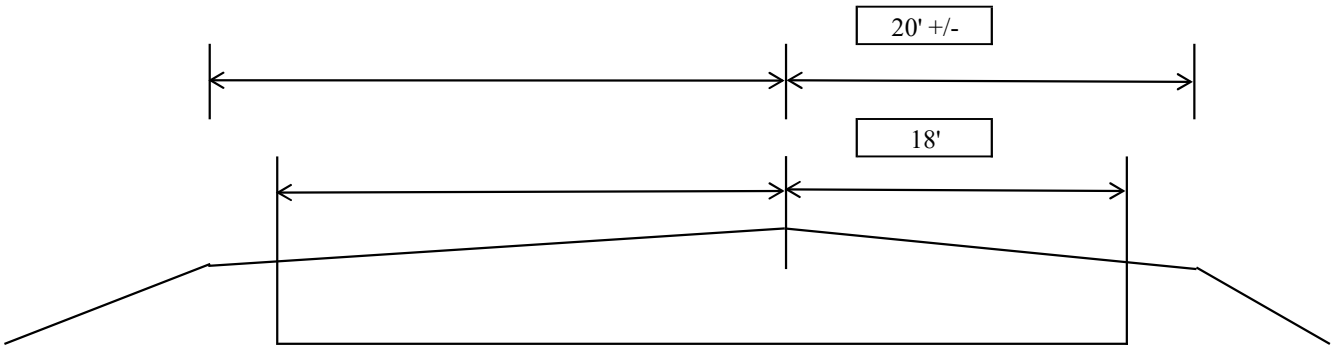
County: Knox

Local Road Name: Yarnell Road

Termini: From Everett Road To Lovell Road

Type of Work: Resurface

Project Length: 5.53 miles



PROPOSED PAVEMENT SCHEDULE

Phase	DESCRIPTION
Tack Coat:	Bituminous Material for Tack Coat @ 0.02 - 0.05 gal./sq.yd.
Leveling:	0.5" (Approx. 57.5 lbs/sq.yd) Asphalt Concrete Mix (PG 64-22) Grade "C"
Surface:	1-1/2" (Approx. 159.0 lbs/sq.yd) Asphalt Concrete Mix (PG 64-22) Grade "D"

Knox

Yarnell Road

From: Everett Road To: Lovell Road



RLA-17580 **R-25-8-405**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a State Aid Contract with the Tennessee Department of Transportation (TDOT) for the resurfacing of N Campbell Station Road from Ridgeland Drive to Hardin Valley Road for an estimated project cost of $691,977.09 with $678,137.55 (98%) being provided by TDOT and $13,839.54 (2%) being provided by Knox County.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A STATE AID CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE RESURFACING OF N CAMPBELL STATION ROAD FROM RIDGELAND DRIVE TO HARDIN VALLEY ROAD FOR AN ESTIMATED PROJECT COST OF $691,977.09 WITH $678,137.55 (98%) BEING PROVIDED BY TDOT AND $13,839.54 (2%) BEING PROVIDED BY KNOX COUNTY.

RESOLUTION: **R-25-8-405**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received an Agreement from the Tennessee Department of Transportation (TDOT) for the purpose of providing for the maintenance of State-Aid Route #SA 4709-4, namely, North Campbell Station Road from Ridgeland Drive to Hardin Valley Road; and

WHEREAS, the proposed Agreement provides for the resurfacing of 2.27 miles of North Campbell Station Road (the "Project"); and

WHEREAS, Knox County desires to accept this contract award as the Project will benefit Knox County and the citizens thereof; and

WHEREAS, the total estimated cost of the Project is $691,977.09 with $678,137.55 (98%) being provided by TDOT and $13,839.54 (2%) being provided by Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreement with the Tennessee Department of Transportation for State Aid for the resurfacing of North Campbell Station Road from Ridgeland Drive to Hardin Valley Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Agreement with the Tennessee Department of Transportation for State Aid for the resurfacing of North Campbell Station Road from Ridgeland Drive to Hardin Valley Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AGREEMENT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AND
KNOX COUNTY

THIS AGREEMENT is entered into between the State of Tennessee, Department of Transportation, hereinafter referred to as the "Department," and **Knox County**, hereinafter referred to as the "Local Government," for the purpose of providing for maintenance of the State-Aid system of local routes in accordance with Tenn. Code Ann. 54-4-401 *et seq*., as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

PREAMBLE:

WHEREAS, a state-aid highway system consisting of certain routes in the county road network was established by Tenn. Code Ann. 54-4-401 *et seq*. ("State-Aid"); and

WHEREAS, the parties want to enter into agreement to provide for certain maintenance of a State-Aid route(s) as described herein; and

WHEREAS, the Local Government has prepared plans and specifications for the following maintenance activities:

State-Aid Route #: **SA4709-4**
State Project #: **47SAR1-S8-034**
Route Name: **North Campbell Station Road**
From: **Ridgeland Drive** To **Hardin Valley Road**
(If Applicable) Contractor Name: **APAC-Atlantic, Inc.**
(If Applicable) Shoulders resurfaced with: **N/A**
PIN: **136674.00**
TDOT Contract Number: **250214**

hereinafter referred to as the "Project"; Resurfacing with D mix 2.27 miles of North Campbell Station Road in Knox County.

NOW, THEREFORE, in consideration of the premises, the Department and the Local Government enter into this Agreement to provide for the funding and performance of the Project.

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Local Government shall provide plans and specifications for the construction of the Project for the Department's approval. If the Project includes replacement or construction of a bridge, then the plans shall be prepared by an engineer licensed in the State of Tennessee and designed in accordance with the latest AASHTO LRFD Standard Specifications for Highway Bridges, with Addenda, in effect on the Effective Date. If the

Project is for resurfacing only, then the Local Government shall provide, in lieu of plans, a typical section drawing including the paving schedule for the Department's approval.

A.2. All construction shall be performed in accordance with the approved construction plans, the Department's Standard Specifications of Road and Bridge Construction (current Edition), as amended and supplemented by the Department's Supplemental Specifications, the Manual on Uniform Traffic Control Devices, and normally accepted construction practices.

A.3. The Department hereby approves Attachment One, which is attached hereto and incorporated herein as a part of this Agreement, detailing the Project work to be performed by the Local Government. The Local Government agrees that where any State-Aid Route intersects with a state highway or other public road the Project work will continue across the right-of-way of the intersecting state highway or public road to the point where the State-Aid-Route abuts with the roadway of the state highway or public road.

A.4. Construction Schedule: Work to begin as soon as possible after execution of this Agreement and to be completed on or before **June 30, 2026**.

A.5. The Project shall be constructed subject to the approval of the Department only for conformity with the plans and specifications.

A.6. The Local Government shall adhere to the provisions of Tenn. Code Ann. § 54-4-401 *et seq.*, the Department's State-Aid Program Guidelines, and to the Local Government's own adopted rules and regulations, and hereby certifies that these provisions, guidelines, and rules and regulations will be carried out. In the event of any conflict between the Department's State-Aid Program Guidelines and the Local Government's own adopted rules and regulations, the Department's State-Aid Program Guidelines shall control.

A.7. Final determination of actual costs allowable under the terms of this Agreement shall be based upon a final review and approval by the Department of quantities and agreed unit prices, as certified to by the Local Government's engineer. The Local Government shall permit, and shall require its contractor and engineer to permit, the Department to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Local Government and its contractor with regard to the Project.

A.8. If applicable, the Local Government has requested that it be authorized to perform with its own forces those items of work identified on the "Estimated Quantities of Work and Agreed Unit Prices," attached hereto and incorporated herein as Attachment One, and the Department, having found the Local Government to be equipped and qualified to perform such work, hereby concurs in said request. The Local Government has elected to have the remaining work, if any, identified on Attachment One to be accomplished by awarding a construction contract after advertising for bids in a newspaper having circulation in the county where the Project is located for at least two (2) weekly issues prior to the date of accepting bids. The Local Government shall comply with its adopted rules and regulations governing competitive bid procedures, consistent with laws governing the awarding of highway or road construction contracts.

A.9. The Department has encumbered its share of the Project cost. In the event the work under the contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

B. TERM OF CONTRACT:

This Agreement shall be effective on the last date of signature ("Effective Date") and extend until June 30, 2026 ("Term"). The Department shall have no obligation to the Local Government for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Maximum Liability. The estimated total cost of the Project under this Agreement is **Six Hundred Ninety-One Thousand Nine Hundred Seventy-Seven Dollars and Nine Cents ($691,977.09**) ("Estimated Maximum Liability"). The "Department Share" listed in Section C.2. of this Agreement is the maximum amount due the Local Government under this Agreement; provided that with advance written approval of the Department, the final total cost of the Project and the parties' pro rata share thereof may increase as follows without execution of an amendment to this Agreement:

If the Department provides advance written approval for the actual cost of the Project to exceed the Estimated Maximum Liability, and if the Local Government has any unexpended balance of the current fiscal year State-Aid program funds to cover the costs, then the Department and the Local Government shall pay the amount above the Estimated Maximum Liability in the pro rata percentages set forth in Section C.2., and the Local Government's share thereof shall be paid from its unexpended balance of the current fiscal year State-Aid program funds. In the event that the Local Government's current fiscal year State-Aid program funds all have been expended, the costs above the Estimated Maximum Liability shall be paid entirely from Local Government funds. The Department shall not participate in any Project costs once the Local Government's current fiscal year State-Aid program funds all have been expended, and the Department shall not participate in any Project costs for which advance written approval has not been given.

C.2. Department Share and Local Government Share. In accordance with Tenn. Code Ann. 54-5-404, the Local Government shall provide at least two percent (2%) of the approved Project cost in cash from Local Government funds or in-kind Project work approved by the commissioner of the Department, or both.

The parties agree that their respective shares of the Estimated Maximum Liability for the Project shall be as follows:

Department Share:	(**98**%)	**$ 678,137.55**
Local Government Share:	(**2**%)	**$ 13,839.54**
Total Project Cost:		**$ 691,977.09**

C.3. Reimbursements to Reflect Match/Share. Reimbursements to Local Government shall reflect the percentage of Local Government Share detailed in Section C.2. Reimbursements are subject to the other provisions of this Agreement, including but not limited to, Section C.1.

C.4. Invoice Requirements. The Local Government shall invoice the Department no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Nolan Kign, Region 1 State-Aid Office
7345 Region Lane
Knoxville, TN 37914
Email: nolan.king@tn.gov
Telephone # (423) 353-5302

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Local Government).
(2) State Aid Number.
(3) State Project Number.
(4) Local Road Name.
(5) Invoice Date.
(6) Invoice Period (to which the reimbursement request is applicable).
(7) Agreement Number (assigned by the Department).
(8) Local Government Name.
(9) Local Government Remittance Address.
(10) Local Government Contact for Invoice Questions (name, phone or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. All line-item numbers as shown in Attachment 1 in numerical order
ii. Item Description
iii. Estimated Quantities
iv. Current Quantities
v. Previous Quantities
vi. Unit
vii. Unit Price
viii. The current amount requested
ix. The previous amount requested
x. Total amount reimbursed to date

b. The Local Government understands and agrees to all of the following.

(1) An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the

delivery of service described by this Agreement and shall be subject to Attachment One and any other provision of this Agreement relating to allowable reimbursements.

(2) An invoice under this Agreement shall not include any reimbursement request for future expenditures.

(3) An invoice under this Agreement shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.4.

C.5. Payment Methodology. Payments will be made by the Department to the Local Government on the basis of actual quantities of items of work performed at the agreed unit price(s) set forth in Attachment One, including any adjusted unit prices and/or additional required pay items applicable to the Project as provided in the TDOT Standard Specifications for Road and Bridge Construction (current Edition).

Payment to the Local Government may be a sum made in advance, upon the Department's approval of the invoice submitted by the Local Government's contractor to the Local Government. For such payments, the Local Government shall pay its contractor within thirty (30) days of the Local Government's receipt of such funds from the Department and shall retain records of such payments.

C.6. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or related matter. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.7. Non-allowable Costs. Any amounts payable to the Local Government shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

C.8. Department's Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Local Government under this Agreement or under any other agreement between the Local Government and the Department under which the Local Government has a right to receive payment from the Department.

C.9. Prerequisite Documentation. The Local Government shall not invoice the Department under this Agreement until the Department has received the following, properly completed documentation.

a. The Local Government shall complete, sign, and return to the Department an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Department. By doing so, the Local Government acknowledges and agrees that, once this form is received by the Department, all payments to the Local Government under this or any other Agreement will be made by automated clearing house ("ACH").

b. The Local Government shall complete, sign, and return to the Department the Department-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Local Government's Federal Employer Identification Number or Social Security Number referenced in the Local Government's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Department is not bound by this Agreement until it is signed by the parties and approved by appropriate officials.

D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties.

D.3. Termination for Convenience. The Department may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the Department. The Department shall give the Local Government at least thirty (30) days written notice before the effective termination date. The Local Government shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Local Government for compensation for any service that has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. The Local Government shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Department's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Local Government fails to properly perform its obligations under this Agreement, or if the Local Government violates any terms of this Agreement, the Department shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Department's right to terminate this Agreement for cause, the Local Government shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Local Government.

D.5. Subcontracting. The Local Government shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Nondiscrimination," "Debarment and Suspension," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Local Government shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Local Government warrants that no part of the total Agreement Amount shall be paid directly or indirectly to an employee or official of the Department of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Local Government in connection with any work contemplated or performed relative to this Agreement.

D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Department:

Lisa Dunn / Manager State-Aid Office
Suite 600, James K. Polk Office Building
505 Deaderick Street
Nashville, TN 37243
Email: Lisa.Dunn@tn.gov
Telephone # (615) 253-2684
FAX # (615) 741-9673

The Local Government:

Jim Snowden / Road Superintendent
Knox County Highway Department
205 W Baxter Ave
Knoxville, TN 37917
Email: Jim.Snowden@knoxcounty.org
Telephone # (865) 215-5800

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.8. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate this Agreement upon written notice to the Local Government. The Department's right to terminate this Agreement due to lack of funds is not a breach of this Agreement by the Department. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement. Should such an event occur, the Local Government shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Local Government shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.9. Nondiscrimination. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal,

Tennessee state constitutional, or statutory law. The Local Government shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Licensure. The Local Government, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.11. Records. The Local Government and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Local Government and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Local Government's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Monitoring. The Local Government's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Local Government shall submit brief, periodic, progress reports to the Department as requested.

D.14. Strict Performance. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.15. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.16. Limitation of Department's Liability. The Department shall have no liability except as specifically provided in this Agreement. In no event will the Department be liable to the Local Government or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Agreement or otherwise. The Department's total liability under this Agreement (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally

established in Section C.1 of this Agreement. This limitation of liability is cumulative and not per incident.

D.17. Debarment and Suspension. The Local Government certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Local Government shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Agreement. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Agreement arising from a Force Majeure Event is not a default under this Agreement or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Local Government's representatives, suppliers, subcontractors, customers or business apart from this Agreement is not a Force Majeure Event under this Agreement. Local Government will promptly notify the Department of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Department within one (1) day of the inception of the delay) that a Force

Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Local Government's performance longer than forty-eight (48) hours, the Department may, upon notice to Local Government: (a) cease payment of the fees until Local Government resumes performance of the affected obligations; or (b) immediately terminate this Agreement or any purchase order, in whole or in part, without further payment except for fees then due and payable. Local Government will not increase its charges under this Agreement or charge the Department any fees other than those provided for in this Agreement as the result of a Force Majeure Event.

D.19. Procurement. If other terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Local Government shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement.

D.20. Tennessee Department of Revenue Registration. The Local Government shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Agreement.

D.21. State and Federal Compliance. The Local Government shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.

D.22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.23. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.24. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

D.26. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 *et seq*., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Local Government certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.27. Maintenance. Pursuant to T.C.A. § 54-1-126(b), upon completion of the construction of the Project, the Local Government shall be solely responsible for the maintenance of the completed Project. The Local Government acknowledges that where any county road intersects with a state highway or other public road, the Local Government's maintenance responsibility for the county road, including but not limited to traffic control devices, continues across the right-of-way of the intersecting state highway or public road to the point where the local road abuts the roadway of the state highway or public road.

D.28. No Retainage Allowed. The Local Government may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

KNOX COUNTY:

_____

Jim Snowden, Knox County Road Superintendent

_____

Glenn Jacobs, Knox County Mayor

_____

David Buuck, Knox County Law Director

TENNESSEE DEPARTMENT OF TRANSPORTATION:

_____

Will Reid, TDOT Commissioner

APPROVED AS TO FORM AND LEGALITY:

Leslie South, TDOT General Counsel

Daniel Pallme, Asst. Chief of Planning Bureau

February 25, 2022

ESTIMATED QUANTITIES OF WORK AND AGREED UNIT PRICES

Item No.	Description	Quantity	Unit	Price	Amount
307-01.09	ACS Mix (PG 64-22) Grading C Per Ton for Leveling	1406	TN	$120.00	$ 168,720.00
411-01.10	ACS Mix (PG 64-22) Grading D TDOT Spec 407.09	3507	TN	$126.00	$ 441,882.00
704-04.20	Addition Work (SKID STEER WITH PLANER (to be used for milling of small areas)	50	HR	$300.00	$ 15,000.00
716.02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	50	LF	$11.00	$ 550.00
716.02.04	PLASTIC PAVEMENT MARKING (CHANNELIZED STRIPING PER 12” LINE)	400	LF	$3.00	$ 1,200.00
716.02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	5	EA	$200.00	$ 1,000.00
716.13.01	SPRAY THERMO PM (60 MIL 4”) PER LINEAR MILE	9	MI	$2,700.00	$ 24,840.00
716.05.01	PAINTED PAVEMENT MARKING (PER 4” LINE)	48,615	LF	$0.12	$ 5,833.80
	Engineering Fee	1	LS	$ 32,951.29	$ 32,951.29
		Total Project Cost			$ 691,977.09

ADDITIONAL ITEMS (WHERE APPLICABLE)			
SP109B	Payment Adjustment for Bituminous Material	TN	Paid per TDOT Special Provision 109B

ATTACHMENT TWO

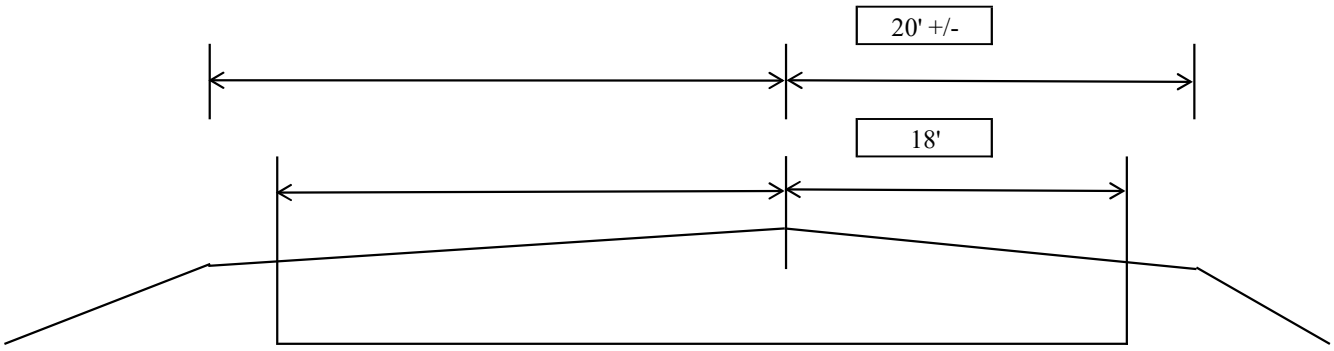
County: Knox County

Local Road Name North Campbell Station Road

Termini From Ridgeland Drive To Hardin Valley Road

Type of Work Resurface

Project Length 2.27 miles



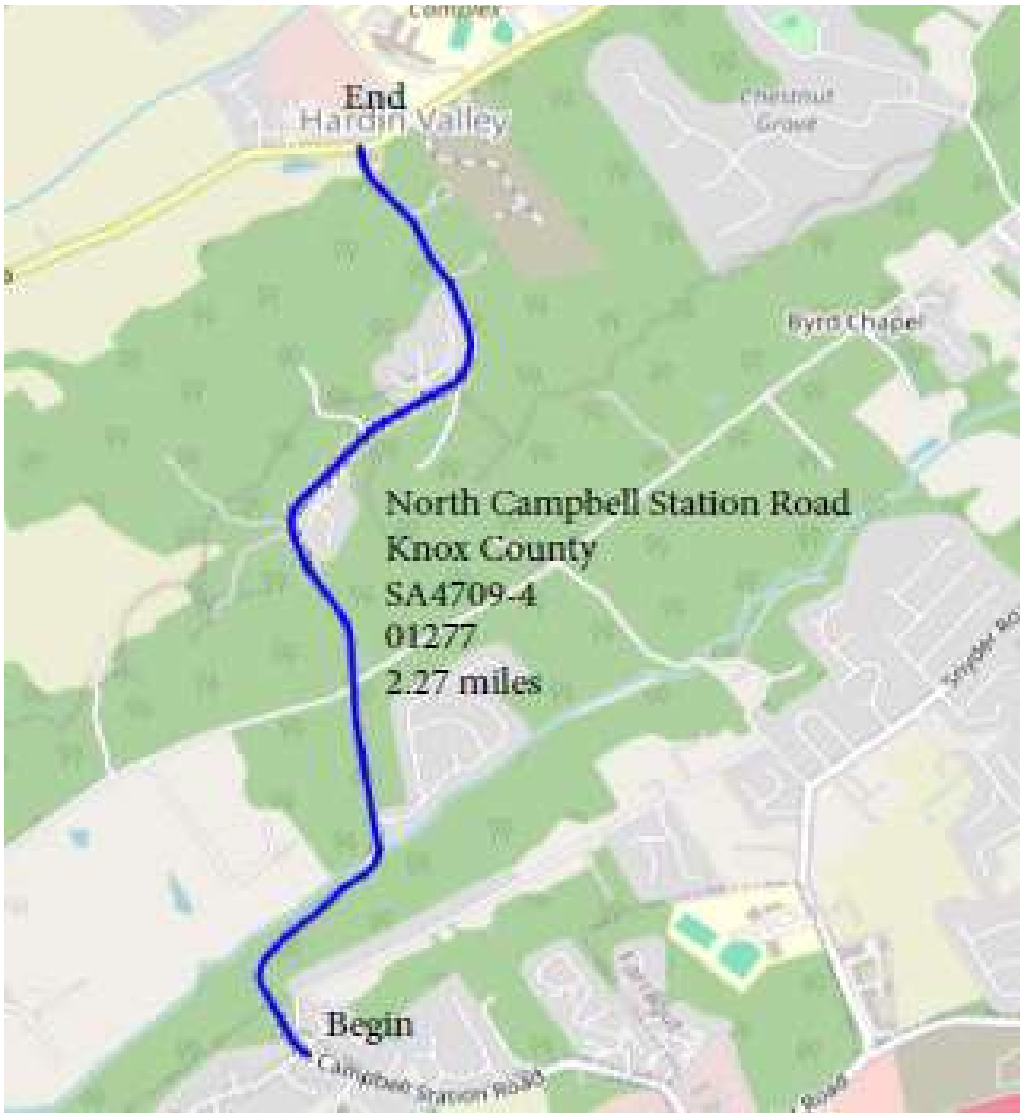
PROPOSED PAVEMENT SCHEDULE

Phase	DESCRIPTION
Tack Coat:	Bituminous Material for Tack Coat @ 0.02 - 0.05 gal./sq.yd.
Leveling:	0.5" (Approx. 57.5 lbs/sq.yd) Asphalt Concrete Mix (PG 64-22) Grade "C"
Surface:	1-1/2" (Approx. 159.0 lbs/sq.yd) Asphalt Concrete Mix (PG 64-22) Grade "D"

Knox County

North Campbell Station Road

From: Ridgeland Drive To: Hardin Valley Road



RLA-17586 **R-25-8-406**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Encroachment Agreement with Products (SE) Pipe Line Corporation needed for the construction of the Canton Hollow Road Improvement Project. *(Engineering and Public Works)*

Attachments

Resolution

Encroachment Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN ENCROACHMENT AGREEMENT WITH PRODUCTS (SE) PIPE LINE CORPORATION NEEDED FOR THE CONSTRUCTION OF THE CANTON HOLLOW ROAD IMPROVEMENT PROJECT.

RESOLUTION: **R-25-8-406**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County and Products (SE) Pipe Line Corporation desire to enter into an Encroachment Agreement due to the construction of the Canton Hollow Road Improvement Project; and

WHEREAS, the proposed Encroachment Agreement allows Knox County to construct, maintain, operate, inspect, repair, replace and remove the dirt that will be placed over the pipeline to accommodate the widening of existing Canton Hollow Road across Products (SE) Pipe Line Corporation's pipeline-related facilities within its easement, subject to the terms and conditions set forth in the Encroachment Agreement.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Encroachment Agreement with Products (SE) Pipe Line Corporation needed for the construction of the Canton Hollow Road Improvement Project is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Encroachment Agreement with Products (SE) Pipe Line Corporation needed for the construction of the Canton Hollow Road Improvement Project shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

ENCROACHMENT AGREEMENT JP2106038

Line: 8KX Jersey Station to Knoxville

Tract: PPL ROW – R3 Alignment sheet - 8 JY_KX - 095

County: Knox

State: TN

THIS ENCROACHMENT AGREEMENT (this "Agreement") is made and entered into as of the __ day of _____, 2025 ("Effective Date") by and between Products (SE) Pipe Line Corporation, a Delaware and Virginia corporation with an office at Land Department, 1001 Louisiana St. Suite 1000 Houston, TX 77002 (the "Company"), and Knox County, a Tennessee political subdivision of the State of Tennessee whose address is 205 West Baxter Avenue, Knoxville, TN 37917 (the "Owner"). Company and Owner may be individually referred to in this Agreement as a "Party" and collectively referred to in this Agreement as the "Parties".

WHEREAS, Plantation Pipe Line Company entered into a certain Pipe Line Easement (the "Company Easement") executed on August 25, 1941 and recorded on November 18, 1941 at Book of Deeds 601, Page 519 of the records of the Register of Deeds Office, Knox County, Tennessee; and

WHEREAS, Company is successor to Plantation Pipe Line Company and to the above-referenced Pipe Line Easement; and

WHEREAS, Company operates certain pipelines and pipeline-related facilities, (the "Company Facilities") under, upon, over, through and across the Company Easement; and

WHEREAS, Owner owns all or a portion of the property (the "Parcel"), which is subject to the Company Easement, described as follows:

> All that certain piece, parcel of land situate in the 10th Civil District of Knox County, State of Tennessee, and more particularly described as follows: Tract One, containing about 30 acres, more or less, and Tract Two, containing 15 acres, more or less. For more particular description of property herein conveyed, specific reference is made to Warranty Deed Book 605, Page 106 in the Register's Office of Knox County, Tennessee.

BEING a portion of the same property conveyed to Knox County, Tennessee, a governmental entity of Knox County, Tennessee by Warranty Deed from Goldia R. Malone, widow of Gary L. Malone, married, dated May 14, 2020, and recorded May 15, 2020 in the Register of Deeds Office, Knox County, Tennessee, in Instrument No. 202005150075997.

WHEREAS, Company is hereby willing, at the request of Owner, to allow Owner to construct, maintain, operate, inspect, repair, replace and remove, at Owner's sole risk and expense, the dirt that will be placed over the pipeline to accommodate the widening of existing Canton Hollow Road (hereinafter the "Encroachment", whether one or more) across the Company Facilities within the Company Easement at the location or locations and in conformity with the specifications designated in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE in consideration of the mutual covenants herein stated, Company and Owner agree as follows:

1. Company agrees to allow the Owner to construct, maintain, operate, inspect, repair, replace and remove the Encroachment within the Company Easement, but only insofar as the Encroachment affects the Company Easement within the Parcel. The permission granted herein is limited exclusively to the Encroachment.

2. Owner shall construct, own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with Company's O&M Procedure L-O&M 204 L-OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities", (the "Guidelines") which is attached hereto as Exhibit "B" and made a part hereof. **A Company representative shall be on-site to monitor any construction activities within twenty-five feet (25') of Company Facilities. Owner shall notify Company at (956) 239-0862 at least seventy-two (72) hours prior to commencing any construction activities (exclusive of Saturdays, Sundays, and legal holidays).** Company's representative will confirm clearances, as applicable, and may suspend any work or activity not being performed in accordance with this Agreement and the Guidelines or any activity or work that, in his/her reasonable opinion endangers the public safety, operations, or otherwise interferes in any way with Company's rights under the Company Easement, until such time as corrective action is taken. Company will not be liable to Owner for any costs or expenses caused by Company's on-site representative's suspension of any work or activity while such corrective action is being taken by Owner.

3. After initial construction of the Encroachment, Owner shall own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with the Guidelines, as may be updated from time to time. Except for routine operational and maintenance activities that do not involve excavation or blasting, Owner shall provide Company at least three (3) business days' advance notice prior to commencing any construction (including excavation or blasting), repair, replacement, and removal of the Encroachment and resolve any location, grade or other encroachment-related problems.

4. All digging and excavation within the Company Easement shall be conducted solely by a Company-approved mechanical excavation method or as otherwise agreed upon in writing by Company, up to and within twenty-four inches (24") of the Company Facilities, at which point all excavation shall be conducted solely by a Company-approved soft-digging method.

5. Company requires that each contractor or subcontractor associated with the Encroachment, submit a Tennessee One Call (8-1-1) Ticket(s) for each different phase of the Encroachment that involves earth disturbance (grading, excavating, trenching, digging, etc.), as required by Tennessee One Call (8-1-1) and applicable Tennessee law.

6. Owner shall not park any heavy equipment or vehicles on the Company Easement. Heavy equipment shall only be allowed to cross Company Facilities at locations designated by Company during construction of the Encroachment. Owner shall comply with all precautionary measures required by Company to protect Company Facilities and the Company Easement.

7. Owner shall not (i) store or stockpile equipment, material, fill, or spoil on the Company Easement, (ii) construct any permanent structure, building(s) or obstructions (including power poles, light standards, or any other improvements or appurtenances) within the Company Easement, other than the Encroachment in accordance with the Exhibit "A", (iii) plant or install any landscaping, including shrubs or trees, within the Company Easement, or (iv) burn trash, brush, etc. within the Company Easement.

8. Owner shall not perform or permit to be performed excavation or grading which could result in erosion or which could render the Company Easement inaccessible unless approved in advance by Company. No water impoundments shall be permitted on the Company Easement. Owner agrees, at its expense to restore the Company Easement to as near as its original condition as it existed immediately prior to such work as possible and provide reasonable protection to the Company Facilities.

9. Owner shall not reduce the depth of cover on, or permit such alteration anywhere on, or alter the drainage of the Company Easement without Company's prior written consent, which Company may withhold or condition in its sole discretion. Owner shall be solely responsible for, and shall bear the expense of repairs attributable to, any loss of subjacent or lateral support to the Company Easement and/or Company Facilities caused by the Encroachment.

10. Owner shall be entitled to modify and replace the Encroachment, subject to Company's written approval, such approval not to be unreasonably withheld, and as long as any such modification and replacement does not adversely affect the Company Facilities and so long as such modification adheres to the Guidelines. Owner shall submit plans for proposed modifications to Company not less than thirty (30) days before construction of such modification or replacement begins, at which point Company shall approve such plans or suggest plan changes that will be acceptable to the Company and all provisions of this Agreement shall be complied with, as applicable, with respect to such modifications or replacement.

11. Should Company's construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, addition, or changing the size of any of its Company Facilities within the Company Easement (individually, a "Company Activity") in any way, shape, manner, or form affect or damage the Encroachment, or any portion thereof, Owner agrees to bear all costs to repair or replace the Encroachment, including any costs and expenses associated with the loss of the use of the Encroachment as a result of the Company Activity, and Owner hereby releases and holds harmless Company, Company's affiliates, subsidiaries and parent companies, and their respective directors, officers, agents, representatives, contractors, and subcontractors from any and all damages resulting from such Company Activity subject to applicable law.

12. During the term of this Agreement, Owner shall carry and maintain, and shall cause its contractors to carry and maintain the following insurance from carriers with an A.M. Best rating of not less than A-/VII:

    a. Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the work is to be performed.

    b. Employer's Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 per disease/each employee.

    c. Commercial General Liability Insurance insuring the indemnity provisions set forth in this Agreement with a combined single limit of not less than $5,000,000 per occurrence and $5,000,000 in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU), sudden and accidental pollution and include coverage for blanket contractual liability assumed hereunder.

    d. Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than $1,000,000.

    e. Umbrella/Excess Liability Insurance with a minimum limit of not less than $5,000,000 per occurrence. Such umbrella policy shall follow the form of the Employer's Liability Insurance, Commercial General Liability Insurance and Business Automobile Liability Insurance set out above, be in excess of those underlying policies without gaps in limits and provide coverage as broad as those underlying policies.

    All insurance policies of Owner shall include a waiver of subrogation in favor of Company and each of its respective subsidiary or affiliated companies and entities, and shall name Company and each of its respective subsidiary or affiliated companies and entities, and their respective directors, officers, agents and employees as additional insureds (except for Workers' Compensation). All such insurance coverages required of Owner shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Company. Prior to beginning any operations under this Agreement, Owner shall furnish Company with certificates of insurance evidencing insurance coverage and provisions provided for in this Agreement. Notwithstanding the foregoing, Owner may self-insure to meet the insurance requirements of this Section. If Owner elects to self-insure any of the requirements above, Owner's self-insurance program shall respond in the same manner as commercial insurance with regard to additional insured and waiver of subrogation.

13. Owner hereby agrees to maintain a minimum of two feet (2') of separation underneath Company's Facilities.

14. Should Owner remove the Encroachment, in its entirety, from the Company Easement for a term of one hundred twenty (120) consecutive days, this Agreement shall be deemed null and void. Should Owner fail to commence

construction of the Encroachment within three hundred sixty-five (365) days from the Effective Date of this Agreement (herein defined below), this Agreement shall be null and void.

15. Owner shall be solely responsible for the construction, operation, maintenance, use, and removal of the Encroachment. Subject to applicable law, owner agrees to indemnify, defend and hold harmless Company, its parent, affiliates, and each of their respective officers, directors, agents, representatives, employees, contractors, and subcontractors and their respective successors and assigns (individually and collectively, "Company Indemnitees"), against and from any and all claims, actions, causes of actions, suits, demands, damages, losses, costs, expenses or liability whatsoever, excluding attorney and expert fees and investigation costs (collectively, "Claims"), to the extent arising out of, incidental to, or otherwise related in any way to (1) the existence of the Encroachment, or (2) Owner's exercise of its rights under this Agreement, to the extent such Claims arising from Owner's exercise of its rights under this Agreement are caused by or arise from Owner's negligence, gross negligence and/or willful misconduct of Owner, Owner's employees, contractors, representatives, agents, successors and assigns, whether such Claims are brought during or after the term of this Agreement.

16. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Company Easement, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the Company Easement lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors, and assigns.

18. The terms and conditions of this Agreement shall be binding on the Parties hereto, their heirs, successors and assigns.

19. Governing Law; Venue: This Agreement shall be exclusively construed, governed and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction territory, country, and/or province.

IN WITNESS WHEREOF, the Parties hereunto subscribed their names as of the date first above written.

[*Remainder of page intentionally left blank*]

Knox County, Tennessee

By: _____

Title: _____

Date: _____

STATE OF TENNESSEE)
) SS
COUNTY OF KNOX)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Glenn Jacobs**,** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the Mayor of the within named bargainor, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Knox County by himself as such officer.

WITNESS my hand and official seal at office this __ day of _____, 2025.

_____
_____
Notary Public

My Commission Expires: _____

Products (SE) Pipe Line Corporation,
a Delaware and Virginia corporation
By: Kinder Morgan Operating LLC "D"

By: _____

Title: Attorney-in-Fact

Date: _____

STATE OF)
) SS
COUNTY OF)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the Attorney-in-Fact of Kinder Morgan Operating LLC "D", the within named bargainor, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by him/herself as such officer.

WITNESS my hand and official seal at office this __ day of _____, 2025.

_____
Notary Public

My Commission Expires: _____

This Instrument prepared by & after recording return to:

Products (SE) Pipe Line Corporation
Land & Right of Way Department
Brookwood Village, Suite 749
Birmingham, Alabama 35209

TYPE	YEAR	PROJECT	SHEET NO.
R.O.W.	2018	CANTON HOLLOW RD.	7
CONST.	2024	CANTON HOLLOW RD.	7

REV. 03/11/2020: ADDED DRIVEWAY TO TRACT 46.

REV. 09/11/2020: ADDED TRACTS 40A, 40B, 40C AND 40D.

Exhibit "A"

CURVE CANTONH-4
PI 136+53.27
N 570,687.1063
E 2,521,821.3850
Δ 20° 47′ 55″ (LT)
D 2° 12′ 13″
R 2,600.00
L 943.81
T 477.15
SE 0.022 FT/FT
DESIGN SPEED 60 MPH
TRANS. LENGTH 125.5′

CURVE CANTONH-5
PI 145+26.14
N 570,095.9195
E 2,522,477.7638
Δ 14° 33′ 10″ (RT)
D 6° 49′ 15″
R 840.00
L 213.35
T 107.25
SE 0.0335 FT/FT
DESIGN SPEED 45 MPH
TRANS. LENGTH 113′

135

140

SEE SHEET NO. 6

STA. 133+00

MATCH LINE

STA. 145+00

SEE SHEET NO. 8

36 AUSTIN E. & ADRIANA M. FADDEN

41 BENJIE W. SHULER

42 HAROLD STANCELL

43 RUDOLF & ELIZABETH M. KOESTER

44 SAMUEL E. JR. & DONNA J. DAVIS

47A CAROL BEELER

47 CAROL BEELER

45 RONALD P. & NANCY D. ALLEN

46 GARY L. & GOLDIA R. MALONE

48 LESTER R. JR. & PATRICIA M. VALENTINE

37 W. GARLAND & BECKI L. WILSON

38 W. GARLAND & BECKI L. WILSON

39 W. GARLAND & BECKI L. WILSON

40A HUBER PROPERTIES, LLC

40B HUBER PROPERTIES, LLC

40C HUBER PROPERTIES, LLC

40D HUBER PROPERTIES, LLC

PRES. R.O.W.

PROP. R.O.W.

PRES. & PROP. R.O.W.

℄ CANTON HOLLOW RD.

CURVE CANTONH-4

CURVE CANTONH-5

CUT

FILL

S 47° 59′ 29″ E

PT 141+19.92

PC 144+18.88

CP-522
N 570251.3173
E 2522573.2801
EL. 997.78
PK NAIL

CP-58
N 570209.8559
E 2522382.8807
EL. 988.90
PK NAIL

CP-56
N 570901.5001
E 2521729.4122
EL. 997.41
IRON PIN AND CAP

CP-57
N 570595.4671
E 2521934.4358
EL. 992.59
IRON PIN AND CAP

CONTRACTOR TO COORDINATE WITH KINDER MORGAN FOR REVIEW AND APPROVAL OF ALL EQUIPMENT TO BE UTILIZED IN CONSTRUCTION OPERATIONS PRIOR TO BEGINNING ANY CONSTRUCTION OVER THE EXISTING PIPELINE. NO EQUIPMENT IS ALLOWED TO PARK OR USE THE EASEMENT AS A CROSSING WITHOUT WRITTEN NOTIFICATION OF APPROVAL FROM KINDER MORGAN.

DENOTES PROPOSED SLOPE EASEMENT

DENOTES PROPOSED PERMANENT DRAINAGE EASEMENT

DENOTES PROPOSED CONSTRUCTION EASEMENT

SEALED BY

COORDINATE VALUES ARE NAD83(2011), GEOID 09 AND ARE DATUM ADJUSTED BY THE FACTOR 1.00005102. AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO NAVD 1988.

CANTON HOLLOW ROAD

PRESENT LAYOUT

STA.133+00 TO STA.145+00

SCALE: 1"=50'

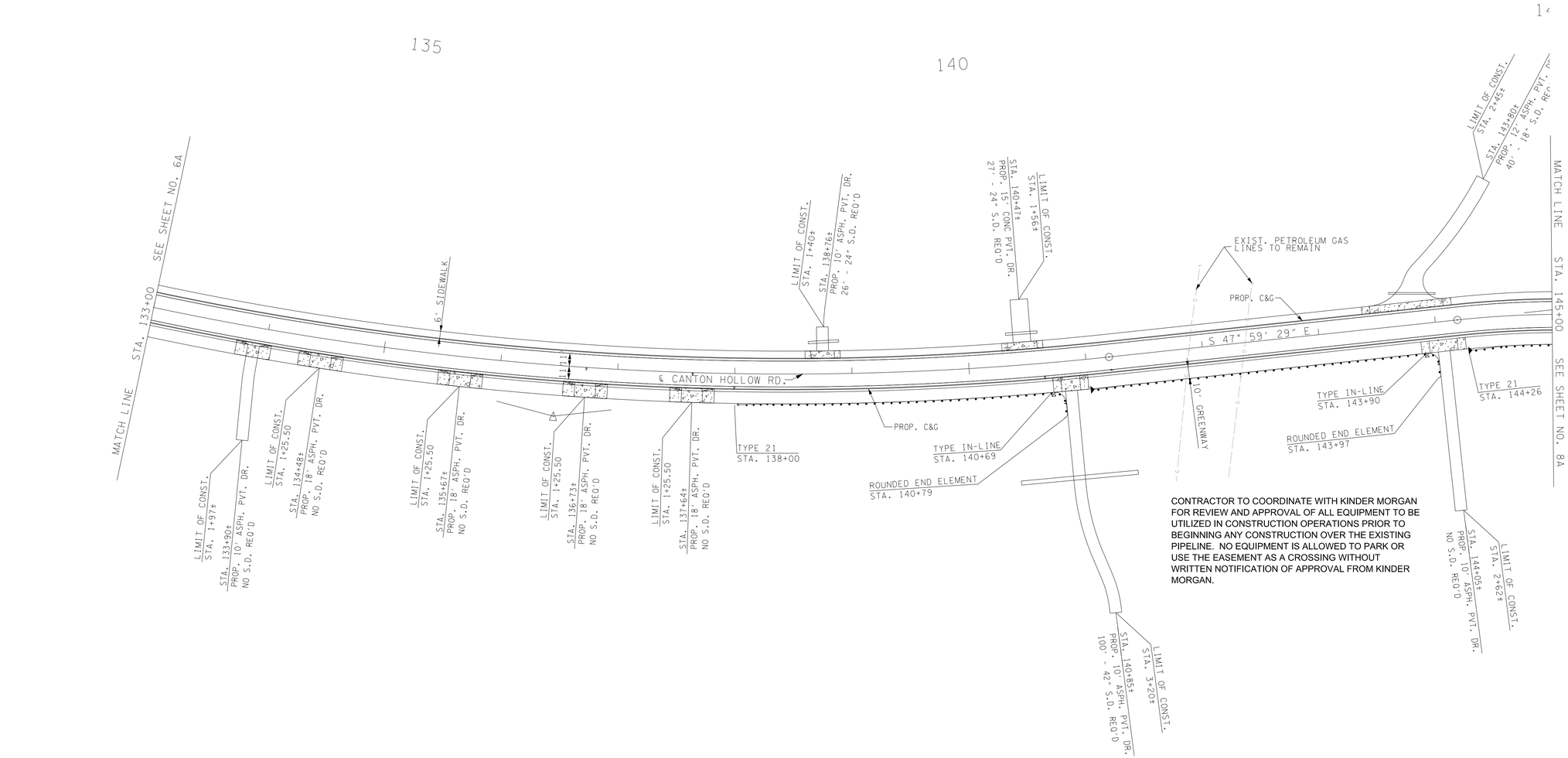
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SEE SHEET 7D FOR PROPOSED GRADING AND DRAINAGE

TYPE	YEAR	PROJECT	SHEET NO.
R.O.W.	2018	CANTON HOLLOW RD.	7A
CONST.	2024	CANTON HOLLOW RD.	7A

REV. 03/11/2020; ADDED DWY AT STA. 140+85± RT.

REV. 09-11-2020; REVISED PROPOSED GUARDRAIL AT STA. 138+00.



CONTRACTOR TO COORDINATE WITH KINDER MORGAN FOR REVIEW AND APPROVAL OF ALL EQUIPMENT TO BE UTILIZED IN CONSTRUCTION OPERATIONS PRIOR TO BEGINNING ANY CONSTRUCTION OVER THE EXISTING PIPELINE. NO EQUIPMENT IS ALLOWED TO PARK OR USE THE EASEMENT AS A CROSSING WITHOUT WRITTEN NOTIFICATION OF APPROVAL FROM KINDER MORGAN.

SEALED BY

COORDINATE VALUES ARE NAD83(2011), GEOID 09 AND ARE DATUM ADJUSTED BY THE FACTOR 1.00005102. AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO NAVD 1988.

CANTON HOLLOW ROAD

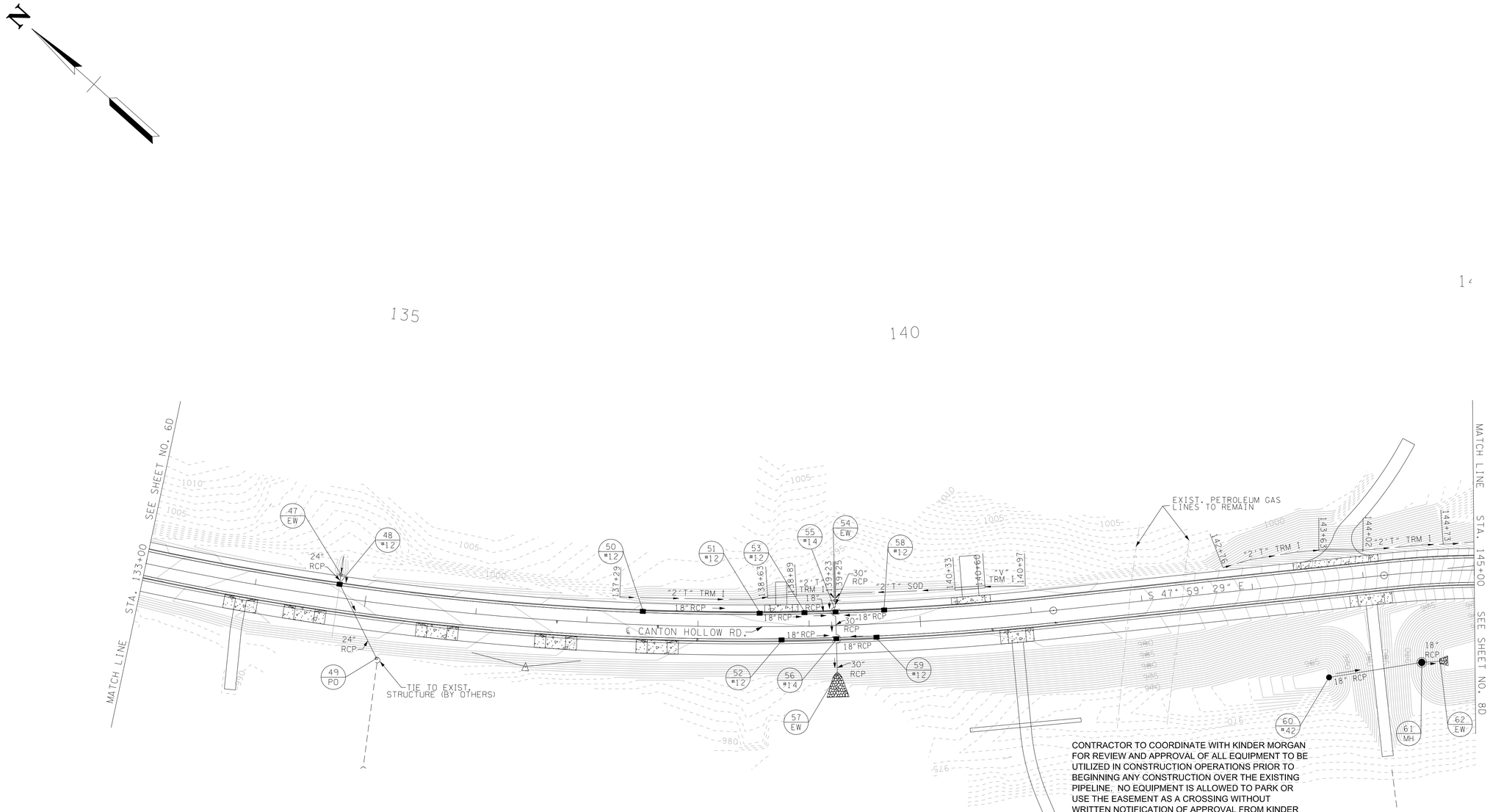
PROPOSED LAYOUT

STA.133+00 TO STA.145+00

SCALE: 1"=50'

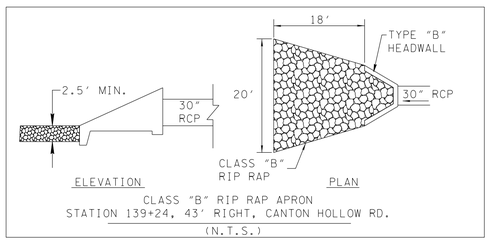
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TYPE	YEAR	PROJECT	SHEET NO.
R.O.W.	2018	CANTON HOLLOW RD.	7D
CONST.	2024	CANTON HOLLOW RD.	7D

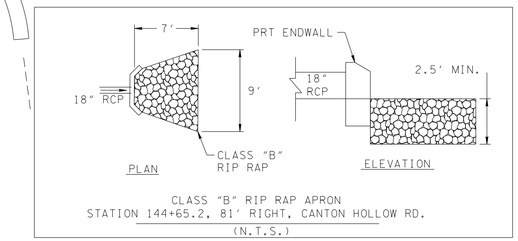


STRUCTURE LOCATION			ROAD NAME	TOP OR GRATE ELEV.
NO.	STATION	OFFSET		
48	134+75.00	-13	CANTONH	996.79
49	135+16.50	49.5	CANTONH	N/A
50	137+50.00	-13	CANTONH	993.41
51	138+55.55	-13	CANTONH	992.69
52	138+75.00	13	CANTONH	993.11
53	138+96.00	-13	CANTONH	992.58
55	139+24.00	-13	CANTONH	992.56
56	139+24.00	13	CANTONH	993.04
58	139+68.00	-13	CANTONH	992.61
59	139+60.00	13	CANTONH	993.21
60	143+60.00	86	CANTONH	971.8
61	144+47.00	81	CANTONH	965

PIPE CULVERTS			
FROM		TO	
NO.	ELEV.	NO.	ELEV.
47	994.00	48.00	992.37
48	992.20	49.00	985.00
50	989.53	51.00	988.81
51	988.64	53.00	988.28
52	989.23	56.00	988.66
53	988.11	55.00	987.89
54	988.50	55.00	987.00
55	986.67	56.00	986.50
56	983.93	57.00	983.80
58	988.73	55.00	988.18
59	989.33	56.00	988.66
60	960.29	61.00	959.50
61	954.07	62.00	954.00



CLASS "B" RIP RAP APRON
STATION 139+24, 43' RIGHT, CANTON HOLLOW RD.
(N.T.S.)



CLASS "B" RIP RAP APRON
STATION 144+65.2, 81' RIGHT, CANTON HOLLOW RD.
(N.T.S.)

CONTRACTOR TO COORDINATE WITH KINDER MORGAN FOR REVIEW AND APPROVAL OF ALL EQUIPMENT TO BE UTILIZED IN CONSTRUCTION OPERATIONS PRIOR TO BEGINNING ANY CONSTRUCTION OVER THE EXISTING PIPELINE. NO EQUIPMENT IS ALLOWED TO PARK OR USE THE EASEMENT AS A CROSSING WITHOUT WRITTEN NOTIFICATION OF APPROVAL FROM KINDER MORGAN.

SEALED BY

SEALED BY

COORDINATE VALUES ARE NAD83(2011), GEOID 09 AND ARE DATUM ADJUSTED BY THE FACTOR 1.00005102. AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO NAVD 1988.

CANTON HOLLOW ROAD

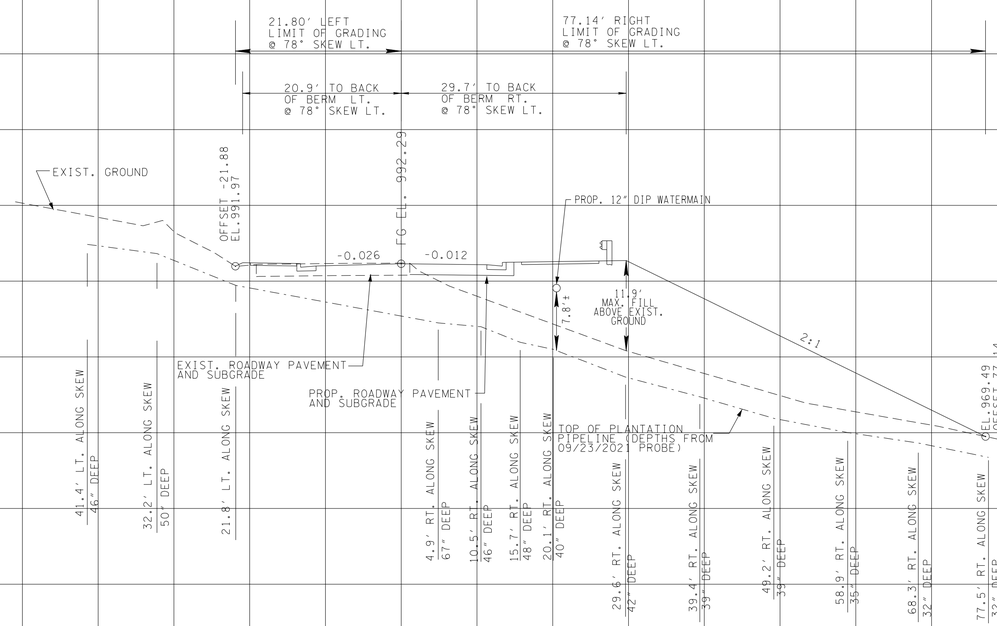
GRADING & DRAINAGE

STA.133+00 TO STA.145+00

SCALE: 1"=50'

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TYPE	YEAR	PROJECT NO.	SHEET NO.



CantonH
142+36.93

CROSS-SECTION CUT AT 78° SKEW LEFT TO PROPOSED CENTERLINE
OVER PLANTATION PIPELINE

11/5/2021 9:45:47 AM
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Exhibit "B"

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

Name of Company: Products (SE)

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the ROW Department.

Design

- KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public **before** the actual work is to take place.

- Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.

- Only facilities shown on drawings reviewed by (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.

- KM shall approve the design of all permanent road crossings.

- Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.

- The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.

- Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is **not** permitted.

- Planting of shrubs and trees is not permitted on KM pipeline easement.

- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.

- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM hazardous liquids pipeline.

- A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.

- The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement
- No pipeline may be located within 50 feet (15 meters) of any private dwelling, or any industrial building or place of public assembly in which persons work, congregate, or assemble.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM pipelines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires. Equipment excavating within ten (10) feet of KM Pipelines will have a plate guard installed over the teeth to protect the pipeline.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to observe any construction activities within ten (10) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within two (2) feet of KM pipelines, valves and fittings unless State requirements are more stringent. However, proceed with extreme caution when within three (3) feet of the pipe.
- A KM representative will monitor construction activity within 25 feet of KM facilities during and after the activities to verify the integrity of the pipeline and to ensure the scope and conditions agreed to have not changed. Monitoring means to conduct site inspections on a pre-determined frequency based on items such as: scope of work, duration of expected excavator work, type of equipment, potential impact on pipeline, complexity of work and/or number of excavators involved.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.

KINDER MORGAN

Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.
  KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

  No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- **Any** contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.

- KM personnel shall install all test leads on KM facilities.

- Burning of trash, brush, etc. is not permitted within the KM ROW.

Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**

1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
2. Employer's Liability Insurance, with limits of not less than **$1,000,000** per occurrence and **$1,000,000** disease each employee.
3. Commercial General Liability Insurance with a combined single limit of not less than **$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than **$1,000,000.** If necessary, the policy shall be endorsed to provide contractual liability coverage.
5. If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **$5,000,000** each occurrence.
6. Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less then **$2,000,000** per occurrence.
7. Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of **$5,000,000** per occurrence.

RLA-17591 **R-25-8-501**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Rachael Crigger, COMMUNITY DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding Funding Agreement with Firehouse Subs Public Safety Foundation in the amount up to $41,324.00 by form of a grant award for the direct purchase and title to Knox County of a 2025 Polaris Ranger Crew XD 1500 for the use of Knox County Fire Prevention Bureau for the benefit of Knox County residents. (No Local Match Required)
(Community Development)

Attachments

Resolution

Memorandum of Understanding Funding Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING FUNDING AGREEMENT WITH FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION IN THE AMOUNT UP TO $41,324.00 BY FORM OF A GRANT AWARD FOR THE DIRECT PURCHASE AND TITLE TO KNOX COUNTY OF A 2025 POLARIS RANGER CREW XD 1500 FOR THE USE OF KNOX COUNTY FIRE PREVENTION BUREAU FOR THE BENEFIT OF KNOX COUNTY RESIDENTS. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-8-501**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has been awarded a grant in the amount of $41,324.00 from the Firehouse Subs Public Safety Foundation, Inc. for the direct purchase and title to Knox County of a 2025 Polaris Ranger Crew XD 1500 for the use of Knox County Fire Prevention Bureau for the benefit of Knox County residents; and

WHEREAS, the proposed Memorandum of Understanding Funding Agreement sets forth the requirements and responsibilities of the parties as it relates to the grant award.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of a grant award in the amount up to $41,324.00 for the direct purchase and title to Knox County of a 2025 Polaris Ranger Crew XD 1500 for the use of Knox County Fire Prevention Bureau.

BE IT FURTHER RESOLVED, the Memorandum of Understanding Funding Agreement with Firehouse Subs Public Safety Foundation, Inc. for receipt of said grant award is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding Funding Agreement with Firehouse Subs Public Safety Foundation, Inc. shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Firehouse Subs Public Safety Foundation, Inc.

4600 Touchton Road E, Bldg. 100, Ste. 300, Jacksonville, FL 32246

MEMO OF UNDERSTANDING- FUNDING AGREEMENT
July 8, 2025

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.
All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award funding to **Knox County, TN Government, on behalf of Knox County Fire Bureau, Knoxville, TN** for **$41,324.00** to be used toward the direct purchase of **Polaris Ranger Crew XD 1500.**

Knox County, TN Government, on behalf of Knox County Fire Bureau Responsibilities

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
2. **Purchase** the equipment on Approved Quote from Knoxville Powersports, dated 1/9/25.
    a. **NOTE:** DO NOT PREPAY for the equipment order at the time of purchase
3. **Confirm Receipt of ACH Transfer** by emailing procurementfoundation@firehousesubs.com

4. **Verify Purchase and Delivery** by providing Firehouse Subs Public Safety Foundation with the following:
    a. All signed and dated packing slips
    b. Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
    c. A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)

5. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation.
    a. Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
    b. Return Excess Funds within 30 days of receipt of excess funds invoice to Firehouse Subs Public Safety Foundation, Attention: Gina Brown, Deerwood North, 4600 Touchton Rd. East, Bldg. 100, Ste. 300, Jacksonville, FL 32246

6. If purchases exceed funding, **Knox County, TN Government, on behalf of Knox County Fire Bureau** is responsible for the additional amount.

VERY IMPORTANT: Deadline for submitted documentation is December 31, 2025.

Firehouse Subs Public Safety Foundation	Date
Knox County, TN Government, on behalf of Knox County Fire Bureau Representative (Signature)	Date
Knox County, TN Government, on behalf of Knox County Fire Bureau Representative Name (Print)	

Knoxville Powersports
8814 Kingston Pike
Knoxville, TN 37923
865-500-3778
www.knoxpowersports.com

APPROVED

PREFERRED CUSTOMER PLAN

Date 01/09/2025

Salesman JEREMY HARPER

CUSTOMER INFORMATION

Name LARRY WILDER

Address 505 SUMMER PLACE SUITE G 110

City KNOX State TN Zip 37902

Home Phone 865-388-5836 Work Phone

Mobile Email LARRY.WILDER@KNOXCOUNTY.ORG

TRADE INFORMATION

Year Make Model
Vin Mileage/hr
Leinholder
Trade Value Trade Payoff

Year Make Model
Vin Mileage/hr
Leinholder
Trade Value Trade Payoff

Year Make Model
Vin Mileage/hr
Leinholder
Trade Value Trade Payoff

Sug. Retail	$51,494.00	Stock#	R3803	Year	2025	Make	POLARIS RANGER	Model	1500 XD CREW NS ULT		
Your Price	$41,299.00	Vin#	3NSX6W1R6SM129551	Mileage/hr	0	HP	0.00	Length	0.00	FT.	
Sug. Retail		Stock#		Year		Make		Model			
Your Price		Vin#		Mileage/hr		HP		Length		FT.	
Sug. Retail		Stock#		Year		Make		Model			
Your Price		Vin#		Mileage/hr		HP		Length		FT.	

Suggested Retail	51,494.00
Savings	10,195.00
Your Price	41,299.00
Total Accs. Cost	0.00
Total Labor	0.00
Trade Value	0.00
Subtotal	41,299.00
Sales Tax	0.00
Title/UCC fee	25.00
Total Cash Price	41,324.00
Down Payment	0.00
Plus Payoff	0.00
Total Balance Due	41,324.00

Down Payment	APR %	Term(months)	Payment
$0.00			

THIS IS AN OFFER TO BUY TODAY. NOT A FINANCE CONTRACT

01/09/2025 4:15 PM

RLA-17562 **R-25-8-601**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Letter of Agreement for a Direct Appropriation Grant in the amount of $206,100.00 with the Tennessee Department of Health for the provision of the State HIV Surveillance and Prevention Program for Knox County. (No local match required)

(Health Department)

Attachments

Resolution

FY26 HIV Prev Direct Appropriation Grant

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A LETTER OF AGREEMENT FOR A DIRECT APPROPRIATION GRANT IN THE AMOUNT OF $206,100.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF THE STATE HIV SURVEILLANCE AND PREVENTION PROGRAM FOR KNOX COUNTY. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-8-601**

REQUESTED BY: **HEALTH DEPARTMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Health Department has been awarded a Letter of Agreement for a Direct Appropriation Grant in the amount of $206,100.00 from the Tennessee Department of Health for the provision of a State HIV Surveillance and Prevention Program for Knox County; and

WHEREAS, the Letter of Agreement sets forth the terms and conditions for Knox County's acceptance of the grant award; and

WHEREAS, the grant award does not require matching funds from Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Letter of Agreement for a Direct Appropriation Grant with the Tennessee Department of Health for the provision of the State HIV Surveillance and Prevention Program for Knox County is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Letter of Agreement for a Direct Appropriation Grant with the Tennessee Department of Health for the provision of the State HIV Surveillance and Prevention Program for Knox County shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER, 5TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243

BILL LEE
GOVERNOR

RALPH ALVARADO, MD, FACP
COMMISSIONER

LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR GOVERNMENTAL ENTITIES

Date: **07/21/2025**

To: **Kevin Parton, Senior Director**
Knox County Health Department
140 Dameron Avenue
Knoxville, TN 37917

From: **Ralph Alvarado, MD, FACP**
Commissioner, Tennessee Department of Health

The State's budget for the fiscal year beginning July 1, 2025, includes a direct appropriation grant payable to your organization.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee. Section 7, Item 62 of the 2025 Appropriations Act reads as follows:

> "Department of Health, in Section 1, Title 111-16, appropriations for the State HIV Surveillance and Prevention Program shall be subject to the provisions of Section 21 of this act."
>
> **Local Health Department Grants – Knox County – Grant - $206,100**

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
    a) A direct appropriation shall not be disbursed until the recipient has filed with the head of the State agency through which such disbursement is being made a plan specifying the proposed use of such funds and the benefits anticipated to be derived therefrom and has agreed to file quarterly interim reports during the effective dates (June 1, 2025 – June 30, 2026) of the grant describing the use of such funds. The interim reports shall include quarterly status changes for funding disbursement, quarterly efforts towards linkage to care, re-engagement, and other high-impact activities, and quarterly numbers reflecting HIV prevention activities including: (1) the continuation of existing participation in HIV re-engagement efforts; (2) the continuation of existing processes for timely investigation and documentation in state reporting systems of positive, detectable, reactive HIV test results; and (3) assisting the Tennessee Department of Health with HIV cluster response.

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER, 5TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243

BILL LEE
GOVERNOR

RALPH ALVARADO, MD, FACP
COMMISSIONER

b) HIV Prevention activity shall be focused on first responders, victims of human trafficking, and pregnant women and infants, as well as traditional nationally recognized high-risk populations.

c) You agree that you shall not subcontract with any entities.

d) As a prerequisite to the receipt of such direct appropriation, the recipient shall agree to provide to the State agency head, within ninety (90) days of the close of the fiscal year within which such direct appropriation was received, an accounting of the actual expenditure of such funds including a notarized statement that the report is true and correct in all material respects; provided, however, that the head of the State agency through which such disbursement is being made may require, in lieu of the accounting as provided above, an audited financial statement of the non-governmental agency or entity. A copy of such accounting or audit, as the case may be, also shall be filed with the office of the Comptroller of the Treasury.

e) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.

f) The funds received shall be placed in an interest bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.

g) You must complete the attached Substitute W-9 Form and return it with this signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.

2. Return to the State agency head the following materials together:

a) This signed Letter of Agreement; and

b) Substitute W-9 Form.

We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.

If you should have any questions or comments or need any assistance responding to this request, please contact **Robertson Nash at (615) 532-9254.**

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER, 5TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243

BILL LEE
GOVERNOR

RALPH ALVARADO, MD, FACP
COMMISSIONER

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department:

Eric Bucholz, Budget Director

710 James Robertson Parkway, 6th Floor

Nashville, Tennessee 37243

On behalf of ***Knox County Health Department***, I hereby agree to the aforementioned terms and conditions.

_____	_____
Official's Signature	Date
___Glenn Jacobs_____	__Mayor of Knox County_____
Official's Name (please print)	Official's Title or Position
___865-215-5200_____	___62-6007979_____
Daytime Contact Phone Number	Federal Taxpayer Identification Number

APPROVED AS TO FORM: Contract No.: _____

_____

Jessica Jernigan-Johnson
Deputy Law Director, Knox County

Date

RLA-17577 **R-25-8-802**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Ben Sharbel, PROCUREMENT

Department: PROCUREMENT

Requires Expenditure of Funds: NO Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Specific Performance Real Estate Sales Contract with Rakesh Battineni for the sale of 1028 Old Cedar Bluff Road (Parcel ID 105 078) in the amount of $2,163,000.00, which is the $2,100,000.00 bid price at auction plus 3% buyer's premium of $63,000.00 to Powell Auction & Realty. (Sale proceeds will be used for the renovation of the new West Satellite Office of the Clerk, Health Department, and Trustee)

(Procurement)

Attachments

Resolution

Sales Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A SPECIFIC PERFORMANCE REAL ESTATE SALES CONTRACT WITH RAKESH BATTINENI FOR THE SALE OF 1028 OLD CEDAR BLUFF ROAD (PARCEL ID 105 078) IN THE AMOUNT OF $2,163,000.00, WHICH IS THE $2,100,000.00 BID PRICE AT AUCTION PLUS 3% BUYER'S PREMIUM OF $63,000.00 TO POWELL AUCTION & REALTY. (SALE PROCEEDS WILL BE USED FOR THE RENOVATION OF THE NEW WEST SATELLITE OFFICE OF THE CLERK, HEALTH DEPARTMENT, AND TRUSTEE)

RESOLUTION: **R-25-8-802**

REQUESTED BY: **PROCUREMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is the owner of surplus real property located at 1028 Old Cedar Bluff Road (Parcel ID 105 078) (the "Property"); and

WHEREAS, Knox County determined that the Property is not needed for public use and, therefore, it is appropriate to dispose of the Property; and

WHEREAS, disposing of the Property through auction was deemed most advantageous to Knox County; and

WHEREAS, accordingly, a public auction for the Property was held on July 30, 2025; and

WHEREAS, Rakesh Battineni was the highest bidder for the Property with a bid price of $2,100,000.00 plus a three percent (3%) buyer's premium in the amount of $63,000.00 to be paid to Powell Auction & Realty, LLC; and

WHEREAS, in accordance with Section 2-581(4) and Section 2-712(b)(3) of the Knox County Code, it is necessary for the Knox County Commission to approve the sale of the Property.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Specific Performance Real Estate Sales Contract with Rakesh Battineni for the sale of real property located at 1028 Old Cedar Bluff Road (Parcel ID 105 078) is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Specific Performance Real Estate Sales Contract with Rakesh Battineni for the sale of real property located at 1028 Old Cedar Bluff Road (Parcel ID 105 078) shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Mayor of Knox County is authorized to execute the appropriate quit claim deed conveying the Property from Knox County, Tennessee to Rakesh Battineni and is further authorized to execute any and all other documents which may be necessary to effectuate and complete said conveyance, subject to the review and approval of the Knox County Law Director's Office.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved:

County Mayor **Date**

Vetoed:

County Mayor **Date**

POWELL
Auction & Realty, LLC
6729 Pleasant Ridge Road | Knoxville, TN 37921
Phone: 865-938-3403 | Fax: 865-947-5668

SPECIFIC PERFORMANCE REAL ESTATE SALES CONTRACT

THIS CONTRACT made and entered into this 30th day of July, 2025 by and between KNOX COUNTY TENNESSEE, A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE hereinafter called "Seller(s)", and RAKESH BATTINENI of KNOXVILLE, State of TN hereinafter called "Buyer(s)":

WITNESSETH: That the Buyer(s) hereby agrees to purchase and the Seller(s) hereby agrees to sell, subject to the terms, conditions and for the consideration hereinafter set forth, the following real property: Located in Knox County, Tennessee, and being further described real property as follows: 1028 Old Cedar Bluff Road, Knoxville, TN 37923 – Parcel/Tax ID: 105 078

1) **EARNEST MONEY:** Buyer(s) has deposited with POWELL AUCTION & REALTY, LLC, of Knoxville, Tennessee, hereinafter called "Agent", the sum of $ 210,000.00, as earnest money to guarantee the performance by Buyer(s) hereunder and which will be applied as partial payment of purchase price. Both parties agree that Agent shall deposit and hold Earnest Money in an escrow account and will be disbursed pursuant to the terms of this contract. If buyer has purchased online, Earnest Money payment is to be made within 48 hours of sale conclusion.

2) **PURCHASE PRICE & TERMS:** Buyer(s) agree to pay and Seller(s) agree to accept the sum of $2,163,000.00. Upon the following terms: the bid price of $2,100,000.00 plus the buyer's premium of 3% in the amount of $63,000.00, together will be the total purchase price to be paid by the Buyer(s), PAID IN US DOLLARS. Property sold "AS- IS, WHERE-IS WITH ALL FAULTS", without any warranties expressed, implied, as to condition or title. Sale is NOT contingent upon financing. Balance to be paid in full at closing. Buyer is purchasing with any remaining personal property conveying with the property to the Buyer. **Attached Auction Terms & Conditions and any additional documents pertaining to the sale are part of the Sales Contract. SALE IS SUBJECT TO KNOX COUNTY COMMISSION APPROVAL.**

3) **POSSESSION:** Possession of real property to be given AT CLOSING.

4) **TITLE TRANSFER:** For the above consideration, Seller (s) agrees to give a good and merchantable title by Quit Claim Deed, free and clear of all encumbrances except: **NONE.**
Title to be conveyed subject to all prior restrictions, easements, conditions, encumbrances, condemnation, right of ways, joint permanent easements, covenants or restrictions of record, zoning ordinances or laws of any government authority, status of mineral rights, status of oil and gas rights, or any type leases or assignments, taxes of any type, properties in FEMA flood zone, and other matters recorded or unrecorded, known or unknown. Mobile Homes Are Sold WITHOUT TITLE. Buyer shall pay, but not limited to: HOA requirements, Buyers Occurred expense, ALL Transfer Fees and or Membership Fees, if applicable.

5) **QUIT CLAIM DEED:** QUIT CLAIM DEED shall be made to: AS DIRECTED BY THE BUYER

6) **TENANTS:** The Buyer(s) understands and acknowledges that IF properties are occupied by tenants/previous owners, they are buying the property with the tenants/previous owners in possession and purchases the property subject to the rights of the tenants/previous owners in possession and all applicable rules and regulations relating thereto. Seller and Auctioneer make no representations or warranties regarding the same.

7) **CLOSING DATE:** ALL parties agree the closing date of this sale shall be on or before **30 DAYS AFTER KNOX COUNTY COMMISSION APPROVAL.** The Seller reserves the option to extend the closing 30 days if needed to resolve title issues without further notice.

8) **TAXES:** REAL ESTATE TAXES START AT CLOSING FOR THE BUYER.

9) **BUYER(S)' AS-IS ACKNOWLEDGEMENT: The property is sold "AS-IS, WHERE-IS and WITH ALL FAULTS", without any warranties expressed, implied or guarantees of any kind or accuracy to information.** Buyer accepts all faults and defects of the property; whether known or unknown, disclosed or undisclosed, presently existing or that may hereafter arise. Purchase is not contingent upon viewing the property after purchasing. By bidding, the Buyer is agreeing that they have had the opportunity to inspect the property prior to bidding and have inspected the property and all appurtenances thereto and are agreeing that they will sign the sales contract and other required documents immediately at the conclusion of the auction or if Buyer has purchased online within 12 hours of being provided said documents for signing. It is further agreed that this contract & terms contains the entire agreement between the parties and except as contained herein and that this property is purchased on an "AS-IS, WHERE-IS and with ALL FAULTS" basis. All announcements made at the auction take precedence over all other advertising and/or any type and/or kind of material.

10) **AGENCY DISCLOSURE:** Powell Auction & Realty LLC, its auctioneer(s) and employee(s) are acting as Agent(s) and represent the Seller(s) and is compensated by the Seller(s) in this transaction.

11) **RISK OF LOSS:** Risk of loss shall remain with the Seller(s) until closing. In the event any improvements to the property be destroyed or damaged by fire or other destructive force which cannot be repaired prior to closing, this contract may be voided at the option of the Buyer(s) and the earnest money shall be returned to Buyer(s).

12) **FAILURE TO CLOSE:**

(A) If Seller(s) fails to convey the property as provided in this contract: Buyer(s) may only obtain a return of the earnest money actually deposited.

(B) If Buyer(s) fail to purchase the property as provided in this contract: Seller(s) may exercise legal remedies including suit for specific performance or damages. Seller(s) may elect to retain Earnest Money deposit as liquidated damages for breach of contract, in this case, it is agreed that Agent may retain from such Earnest Money deposit an amount not greater than his total commission of the sale had been consummated and the residue, if any, will be paid to Seller(s).

(C) Buyer(s) and Seller(s) further agree that in the event of default by either that results in litigation, all parties are responsible for their own attorney fees and costs.

13) **CONDITION OF PROPERTY:** The property will be sold by the Seller to the Buyer on an "AS-IS, WHERE-IS and WITH ALL FAULTS" basis. Buyer accepts all faults and defects of the property whether known or unknown, presently existing or that may hereafter arise. Buyer acknowledges and agrees that the Seller and the Agents have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, or concerning to or with respect to: **(i)** the value, nature, quality or condition of the property, including without limitation: lease or rent information; noise disturbances; waste and/or septic disposal systems; marked or unmarked cemeteries/burial grounds; soil results for septic disposal systems; city or well water, either availability, connectivity or purity of; timber; soil; earth; rock; caverns; sinkholes; wood destroying organisms or infestations; geology; utilities either availability or connectivity; acreage of parcel; square footage or condition of structure; any improvements; all photographs; age; any measurements; and working or non-working components; **(ii)** the income to be derived from the property; **(iii)** the suitability of the property for any and all activities and uses which buyer may conduct from there; **(iv)** the compliance of by the property or its operation with any laws, rules, ordinances, or regulations of any governmental authority or body; **(v)** the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the property; **(vi)** the manner or quality of the construction or materials, if any, incorporated into the property; **(vii)** the manner, quality, state of repair of the property; **(viii)** the existence of any view from the property or that any existing view will not be obstructed in the future; or **(ix)** any other matter with respect to the property, and specifically, without limitation, that seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection, pollution or land use laws, rules, orders or requirements; including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 c.f.r., part 261), or the disposal or existence of any type or kind of hazardous substance in or on the property, such as mold/fungus, radon, lead, asbestos, landfills, aldehydes/chemicals, pesticides, by-products of methamphetamines, or storage of any type of hazardous waste or substances AND as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and regulations thereunder.

14) **ALL ONLINE BIDDING:** will have the same Terms & Conditions as live auctions, unless otherwise specified.

15) **FAIR HOUSING:** All parties understand that the federal Fair Housing Act of 1989 prohibits the discrimination of housing based on race, color, national origin, religion, sex, familial status, and disability and the Agents will not discriminate against anyone for any reason.

16) **TIME IS OF THE ESSENCE:** Time is of the essence in this contract.

17) **RESPONSIBILITY TO COOPERATE:** Buyer and seller agree to immediately take actions if needed to correct any clerical errors or pay any amounts due; by reason of mistake, clerical errors, omissions, or the result of erroneous information.

18) **WIRE FRAUD WARNING:** Never trust bank wiring instructions sent via email. Always independently confirm instructions in person or via a telephone call to a trusted and verified telephone number. Never wire money without double-checking that the wiring instructions are correct.

19) **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

All parties hereto bind themselves, their heirs, executors, or administrators to the faithful Performance of this agreement and affix their signatures the day and date first above written.

Kerry Phillips
AGENT: POWELL AUCTION & REALTY, LLC

B. Pulicherla.
BUYER

SELLER

BUYER

814-431-5846
PHONE

battineni23@gmail.com
EMAIL

POWELL
Auction & Realty, LLC
6729 Pleasant Ridge Road | Knoxville, TN 37921
Phone: 865-938-3403 | Fax: 865-947-5668

TERMS & CONDITIONS OF REAL ESTATE AUCTION SALE

SELLER: KNOX COUNTY TENNESSEE, A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE
ADDRESS: 1028 OLD CEDAR BLUFF ROAD – KNOXVILLE, TN 37923
KNOX COUNTY PARCEL/TAX ID: 105 078

PROPERTY INSPECTION: We recommend that you preview the property. The property is being sold "AS-IS, WHERE-IS and WITH ALL FAULTS", without any warranties expressed, implied, or guarantees of any kind or accuracy to information. All information concerning the auction sale was derived from sources believed to be correct, but not guaranteed. Buyer shall rely on his/her own information, judgment and inspection of the property and records. Agent or Seller makes no warranty as to square footage, acreage or age. All announcements made at the auction take precedence over all other advertising and/or any type and/or kind of material. Title to be conveyed subject to all prior restrictions, easements, conditions, encumbrances, condemnation, right-of-ways, joint permanent easements, covenants or restrictions of record, zoning ordinances or laws of any governmental authority, status of mineral rights, status of oil and gas rights, any type of leases or assignments, taxes of any type, properties located in FEMA Flood Zones, and other matters recorded or unrecorded, known or unknown. Mobile Homes are sold WITHOUT TITLE. By bidding, the Buyer is agreeing that they have had the opportunity to inspect the property prior to bidding and have inspected the property and all appurtenances thereto and are agreeing that they will sign the sales contract and other required documents within 12 hours of being provided said documents for signing.

TERMS: The successful high bidder on this property will be required to sign the Specific Performance Real Estate Contract immediately upon conclusion of the bidding and will make an **Earnest Money deposit of Ten Percent (10%) of the bid.** A THREE PERCENT (3%) Buyer's Premium will be added to the high bid to establish the total sales price. The balance is to be paid in full at the closing. The contract will NOT be contingent upon financing. If property is applicable, Tennessee Residential Property Exemption and Lead-Based Paint Disclosure Waiver will be a part of the sales contract. Buyer is purchasing with any remaining personal property conveying with the property to the Buyer.

SALE IS SUBJECT TO KNOX COUNTY COMMISSION APPROVAL.
Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, bidders hereby acknowledge by submission of their bid or proposal that they are current in their respective Federal, State, County, and City taxes of whatever kind or nature and are not delinquent in any way. Bidders delinquent on any taxes, or who have been delinquent within the last 5 years, of whatever kind are not eligible and risk debarment from future sales. Bids from bidders who are found to be delinquent will not be considered. In no event shall Knox County or Powell Auction & Realty be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages. If a purchaser fails to close on a property, they forfeit their full earnest money deposit and Buyer's Premium and may be banned from future Knox County auctions.

TAXES: REAL ESTATE TAXES START AT CLOSING FOR THE BUYER.

CONDUCT OF THE AUCTION: Conduct of the auction and increments of bidding are at the discretion of the Auctioneer. The Auctioneer's decision is final in the event of a dispute over any matter. The Auctioneer reserves the right to accept bids in any increments he deems to be in the best interest of his client, and reserves the right to waive any previously announced requirements. Bid rigging and bid suppression schemes are violations of the Sherman Antitrust Act and are deemed illegal and punishable as a federal felony.

CLOSING: QUIT CLAIM DEED closing will take place within 30 DAYS AFTER KNOX COUNTY COMMISSION APPROVAL. Buyer will be advised as to the day and location of closing. Seller to furnish a QUIT CLAIM DEED only. Buyer is responsible for recording and must record the Deed.

EXCLUSIVE CLOSING AGENT: **Knox County Law Director's Office**
City County Building – 400 W Main Street, Suite 612 – Knoxville, TN 37902
865-215-5790

POSSESSION: Possession of the property will be delivered upon closing, subject to rights of tenants/previous owners in possession.

GOVERNING LAW; VENUE: This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

AGENCY DISCLOSURE: Powell Auction & Realty LLC, a Tennessee Real Estate and Auction Company, and its auctioneer(s) and employee(s) are representing the Seller(s) as the Seller(s)' Agent(s).

THESE TERMS AND CONDITIONS ARE A PART OF THE CONTRACT OF SALE AND SHALL STAND AS SUCH UNTIL THE DELIVERY AND ACCEPTANCE OF THE DEED. ***SIGNED THIS 30TH DAY OF JULY, 2025:***

AUCTIONEER _____ **BUYER** _____

SELLER _____ **BUYER** _____

SELLER _____

POWELL
Auction & Realty, LLC

WORKING WITH A REAL ESTATE PROFESSIONAL

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers"):

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for any information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction;
4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and

   B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referral, other than referrals to other Licensees to provide real estate services, without timely disclosure to the party who receives the referral, the Licensee's interest in such a referral or the fact that a referral fee may be received.

In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or Designated Agent in a transaction:

8. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the Licensee and Licensee's client;
9. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate Licensee's duties to a customer in the transaction; and
10. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist the client by:
    - A) Scheduling all property showings on behalf of the client;
    - B) Receiving all offers and counter offers and forwarding them promptly to the client;
    - C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the Licensee's expertise; and
    - D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the above duties contained in 10. above, a consumer must be advised in writing by such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

This form is copyrighted and may only be used in real estate transactions in which Kenny Phillips is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.

Responsibilities of Sellers and Buyers regarding presence of Recording Devices:

Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.

Buyer is advised of the possibility that some properties may utilize security devices that record physical movements or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition while viewing any property.

AN EXPLANATION OF TERMS

Facilitator/Transaction Broker (not an agent for either party). The Licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

Agent for the Seller. The Licensee's company is working as an agent for the property seller and owes primary loyalty to the seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and licensee's company are legally bound to work in the best interests of any property owners whose property is shown to this prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Agent for the Buyer. The Licensee's company is working as an agent for the prospective buyer, owes primary loyalty to the buyer, and shall work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be established without a written buyer agency agreement.

Disclosed Dual Agent (for both parties). Refers to a situation in which the Licensee has agreements to provide services as an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

Designated Agent for the Seller. The individual Licensee that has been assigned by the Managing Broker and is working as an agent for the Seller or property owner in this consumer's prospective transaction, to the exclusion of all other licensees in licensee's company. Even if someone else in the Licensee's company represents a possible buyer for this Seller's property, the Designated Agent for the Seller shall continue to work as an advocate for the best interests of the Seller or property owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Designated Agent for the Buyer. The individual Licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in the company. Even if someone else in the Licensee's company represents a seller in whose property the Buyer is interested, the Designated Agent for the Buyer shall continue to work as an advocate for the best interests of the Buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Adverse Facts. "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.

Confidentiality. By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the Licensee disclosed an agency relationship with that other party. AFTER the Licensee discloses that licensee has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the Licensee to that other party.

B. Burch.

☒ BUYER / ☐ SELLER	Date	☐ BUYER / ☐ SELLER	Date
UNREPRESENTED		UNREPRESENTED	
Real Estate Licensee	Date	Real Estate Company	Date

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POWELL
Auction & Realty, LLC

CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose licensee's agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

1028 Old Cedar Bluff Road Knoxville, TN 37923

PROPERTY ADDRESS

SELLER NAME: Knox County Government	**BUYER NAME:** RAKESH BATTINENI
LICENSEE NAME: Kenny Phillips | Phillip Hopper	LICENSEE NAME: UNREPRESENTED
in this consumer's current or prospective transaction is serving as:	in this consumer's current or prospective transaction is serving as:
☐ **Transaction Broker or Facilitator.** (not an agent for either party).	☐ **Transaction Broker or Facilitator.** (not an agent for either party).
☐ **Seller is Unrepresented.**	☒ **Buyer is Unrepresented.**
☐ **Agent for the Seller.**	☐ **Agent for the Buyer.**
☒ **Designated Agent for the Seller.**	☐ **Designated Agent for the Buyer.**
☐ **Disclosed Dual Agent (for both parties),** with the consent of both the Buyer and the Seller in this transaction.	☐ **Disclosed Dual Agent (for both parties),** with the consent of both the Buyer and the Seller in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer **prior to the preparation of any offer to purchase, OR** to any unrepresented seller **prior to presentation of an offer to purchase;** OR (if the Licensee is listing a property without an agency agreement) **prior to execution of that listing agreement.** This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. **This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.**

BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.

By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

Seller Signature	Date 7/9/25	Buyer Signature	Date
Seller Signature	Date	Buyer Signature	Date
Listing Licensee	Date 7/9/25	Selling Licensee UNREPRESENTED	Date
Listing Company Powell Auction & Realty		Selling Company UNREPRESENTED	

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POWELL
Auction & Realty, LLC

COMMERCIAL LEAD-BASED PAINT DISCLOSURE

Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such housing.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 1028 Old Cedar Bluff Road Knoxville, TN 37923

Seller Disclosure

Seller to check one box below:

☒ Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.

☐ Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also includes records or reports of other residential dwellings in multifamily housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall indicate as such.

_____

_____

Buyer Acknowledgment

1) Buyer has received copies of all records, reports and information listed above (if any);
2) Buyer has read the Lead Warning Statement (above) and understands its contents;
3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home" (Copies available at http://www.hud.gov and http://www.epa.gov);
4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

Buyer to check one box below:

☐ Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**

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TRANSACTIONS TransactionDesk Edition

☒ Buyer ***waives the opportunity to conduct a risk assessment or inspection*** for the presence of lead-based paint and/or lead-based paint hazards.

Licensee Acknowledgment

Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are aware of listing and selling licensees' duty to ensure compliance.

Certification of Accuracy

The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate and they have received a copy hereof.

The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER	SELLER
By: Glenn Jacobs	By:
Title: Mayor	Title:
Entity: Knox County	Entity:
7/9/25 at 10:15 o'clock ☒ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
Date	Date

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER	BUYER
By:	By:
Title:	Title:
Entity:	Entity:
_____ at _____ o'clock ☐ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
Date	Date

The party(ies) below have signed and acknowledge receipt of a copy.

REAL ESTATE LICENSEE FOR SELLER	7/9/25 at 5:00 o'clock ☐ am/ ☒ pm
	Date

The party(ies) below have signed and acknowledge receipt of a copy.

REAL ESTATE LICENSEE FOR BUYER	_____ at _____ o'clock ☐ am/ ☐ pm
	Date

For Information Purposes Only:

Powell Auction & Realty	UNREPRESENTED
Listing Company	Selling Company
Kenny Phillips | Phillip Hopper	UNREPRESENTED
Independent Licensee	Independent Licensee

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TRANSACTIONS

RLA-17584 **R-25-8-803**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Ben Sharbel, PROCUREMENT
Department:	PROCUREMENT
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Liquidity Services Operations LLC dba GovDeals for an online auction system for surplus property.
(Procurement)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH LIQUIDITY SERVICES OPERATIONS LLC DBA GOVDEALS FOR AN ONLINE AUCTION SYSTEM FOR SURPLUS PROPERTY.

RESOLUTION: **R-25-8-803**

REQUESTED BY: **PROCUREMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to have a contractor provide an online auction system for surplus property; and

WHEREAS, the Knox County Procurement Division requested proposals for this purpose and it has been determined that Liquidity Services Operations LLC dba GovDeals submitted the proposal that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Liquidity Services Operations LLC dba GovDeals is effective for a one (1) year term beginning on September 1, 2025 and may be extended for four (4) additional one (1) year terms, which may result in a total of five (5) years; and

WHEREAS, Liquidity Services Operations LLC dba GovDeals has the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Liquidity Services Operations LLC dba GovDeals for the provision of an online auction system for surplus property is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Liquidity Services Operations LLC dba GovDeals for the provision of an online auction system for surplus property shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

Liquidity Services Operations LLC dba GovDeals

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Liquidity Services Operations LLC dba GovDeals, hereinafter referred to as "Contractor".

Whereas, County requested proposals for an Online Auction System for Surplus Property, (Request for Proposals #3672) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide an Online Auction System for Surplus Property for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals and the Contractor's response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2025 and ends the 31st day of August 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Request for Proposals #3672 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of services as detailed in Request for Proposals #3672. Invoices and payment reports shall be sent to:

Property Manager
Attn: Russ Lonas
1000 N. Central Street, Suite 100
Knoxville, TN 37917
russ.lonas@knoxcounty.org

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than sixty (60) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for an Online Auction System for Surplus Property in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of an Online Auction System for Surplus Property and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Consulting Services for an Online Auction System for Surplus Property in accordance with Request for Proposals #3672.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3672 and Addendum I to Request for Proposals #3672
B. Contractor's Response to Request for Proposals #3672

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

Liquidity Services Operations LLC dba GovDeals

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Request for Proposals #3672 and Addendum I to Request for Proposals #3672

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Online Auction System for Surplus Property** as specified herein. Proposals must be received by **2:00 p.m. local time** on **July 23, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposal To:

Proposal Number 3672
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development and Asset Management, at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of ninety (90) calendar days from the date of the proposal closing.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers must strictly adhere to the proposal format in Section V.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing **https://www.knoxcounty.org/audit/hotline.php.**

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, who presents the product and/or service that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis or by multiple award. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses who have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and complied with the “non-conflict of interest” statement provided in the vendor registration process prior to the closing of this solicitation.

1.8 **COPIES:** Knox County **requires** that all proposals be submitted with one (1) **marked original** and two (2) exact copies. Proposers **must** also scan their entire response into one (1) .pdf file and submit on a flash drive.

1.9 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor **must** comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.

1.10 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform, Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.

1.11 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price**. There will be no extra hidden charges. Delivery must be "free on board" to the County department.**

1.12 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted proposals. Email and facsimile submission is strictly prohibited.

1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.14 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products/services. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Knox County intends to pay for these products using either a Knox County issued purchase order or a Knox County purchasing card (VISA). Vendors must be able to accept the Knox County credit card (VISA) for these types of transactions. Proposers that are not able to accept the credit card will not be considered for this term contract.

1.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.

1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.20 **PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for deliveries of proposals to addresses other than the address listed on Page 1.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **July 9, 2025 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.23 **SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.

1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.25 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Non-discrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.26 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.27 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this RFP, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Exhibit A Iran Divestment Act/ No Boycott of Israel.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Exhibit A Iran Divestment Act/ No Boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed bid or proposal that they are current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects.

Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this proposal is to set forth and convey to prospective proposers the general requirements for an Online Auction System for Surplus Property for Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality, and other factors detailed herein.

3.2 **ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.5 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.6 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.7 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.

3.8 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor. The Contract must be voted on by Knox County Commission and receive a majority vote. The successful vendor may be required to be present at the Knox County Commission Meetings to answer questions relating to the services performed.

Adequate notification will be given by the Knox County Procurement Division if the vendor will need to attend the meetings. The Knox County Procurement Division will draft the Contract. Knox County **will not** accept any vendor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements, or other submitted contract agreements/forms are submitted they **will not** be accepted. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.9 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Cost	40 Points
System Capabilities	35 Points
Qualifications and Experience	25 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

3.10 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.11 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Part VIII of the submittal.

3.12 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.13 **NEGOTIATION:** Knox County may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the Proposer's best terms from a service and cost standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated Proposer. If Knox County and the selected Proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated Proposer. This process will continue until a Contract has been executed or all proposals have been rejected. No Proposer shall have any rights against Knox County arising from such negotiations.

3.14 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County/KCS does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County/KCS.

3.15 **PROHIBITION AGAINST DISSEMINATING INFORMATION:** Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the expressed written consent of Knox County.

3.16 **PROPOSAL CONTENT:** The Proposer's response must contain a thorough description of the background of the Proposer and sufficient evidence showing that the Proposer is capable of providing the services. The Proposer's response must thoroughly expound on the Proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the Proposer's ongoing commitment to service.

3.17 **PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.18 **PROPOSER INTERVIEWS:** Knox County reserves the right to request proposers to demonstrate their capabilities from those displaying a thorough knowledge of the intent of this RFP. The purpose of these interviews is to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding any portion of same.

3.19 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.20 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.21 **QUALIFICATION OF PROPOSERS:** Each Proposer may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the Proposer may also be required to show past history and references which will enable the Procurement Director to be satisfied as to the proposer's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

3.22 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical, defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.

3.23 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the successful Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued association under this contract is inconsistent with the interest of Knox County.

3.24 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **July 9, 2025 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.26 **THIRD-PARTY CONTRACTORS:** Contractors whom submit a proposal and plan on using a third party for providing any service for their proposal, must have expressed written approval from Knox County before proceeding with the service. Contractors and their third party must adhere to all terms and conditions set forth for this proposal. Knox County will not have any contractual liability for any third-party Contractors. All third-party contractors that may be used for providing services must be listed in the proposal.

SECTION IV SPECIFICATIONS

4.1 **SCOPE OF WORK:** Knox County desires a turnkey solution that will be used to sell surplus assets via an online auction. The following features/services must be included:

- Self-service functionality so that Knox County employees may securely post and manage each auction
- Widespread marketing, customer database, and outreach to potential bidders
- Real-time, secure reporting
- Real-time assistance with posting/managing auctions
- Real-time assistance for bidders
- On demand training for new employees and system upgrades
- Secure, online payment collection

4.2 **REPORTS:** Knox County requires the system to have a reporting function accessible in real-time. The reporting function shall include at a minimum the following items:

- Date/Time of Sale of Asset
- ID Number of Knox County Asset
- Customer name, address, phone, and email address
- Price that asset sold for
- Additional Price charged to customer (ie: buyer's premium)
- Total payment amount to County

4.3 **SYSTEM CAPABILITIES:** Proposers must provide a complete description of the proposed system. At a minimum, each proposal should address the following:

- How Knox County posts an item on the site
- How a bidder submits a bid
- What requirements a bidder must meet in order to qualify to bid on an item
- How Knox County is notified
- How a successful bidder is notified
- How Knox County changes an item or re-posts an item
- Description of customer support for Knox County and for proposer
- Collection of Auction proceeds
- Any charges to Knox County and charges to the customer
- System security (payment collection, fraud prevention, etc.)

SECTION V PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and two (2) exact copies. An electronic copy on flash drive, in one complete file, is also required.

Part I **SIGNED (in blue ink) TRANSMITTAL LETTER AUTHORIZING THE PROPOSAL**

Part II **PROPOSER INFORMATION**

- Company Name, Address, and telephone numbers
- Contact name(s), telephone number(s), and current email address
- Proposers Vendor Number as assigned by Knox County Procurement Division
- Proposer's Knox County Business License (if applicable)
- Proposer's Employer Identification Number (EIN)
- Copies of licenses and professional certifications for company and key personnel
- Acknowledgment of Addenda (if applicable)

Part III **COST**

Proposers must state the fee structure. All costs must be included and a description of how fees are collected (i.e. invoices, buyer's premium, etc.)

Part IV **SYSTEM CAPABILITIES**

Proposers must provide a complete description of the capabilities of the proposed system addressing in detail all of the specifications listed in Section IV above. Proposers are to provide details regarding how the system is marketed both locally and elsewhere as well as outreach to potential bidders. Proposers should include any information necessary including but not limited to system screenshots, sample reports, sample training materials, etc. to describe the complete capabilities of the proposed system/solution.

Part V **QUALIFICATIONS AND EXPERIENCE**

- Proposers must provide a brief description of the firm submitting the proposal including background, organizational history, and office location(s).
- Proposers must provide number of years providing services (as the submitting entity) similar to those requested in the RFP.
- Proposers are to detail the capability and relevant experience of the personnel providing the services requested in the RFP.
- Proposers are to provide a comprehensive record of public sector clients currently using the proposed system.
- Include other information necessary to provide the firm's complete qualifications and experience to provide the services listed in this RFP.

Part VI **ATTACHMENT**

- Submit the Affidavit of Compliance with the Iran Divestment Act & No Boycott of Israel (Exhibit A) per Sections 2.13 and 2.15.

Part VII **ADDITIONAL INFORMATION**

Proposers may submit additional information that may add value to their proposal.

Part VIII **EXCEPTIONS**

Proposers are to include any and all exceptions taken to this solicitation under this part per Section 3.11. Do not mark through or otherwise alter the language of this RFP in your response

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
RFP NUMBER 3672

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorized Signature: _____
(Sign in BLUE ink)

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Request for Proposals 3672
Online Auction System for Surplus Property

Addendum Date: **July 16, 2025** **Buyer:** **Ben Sharbel**

Closing Date: **July 23, 2025 at 2:00 p.m.** **Total Page(s):** **Two (2)**

Questions and Answers:

Question 1: Can you share the sales data from 2022,2023 and 2024?

Answer 1: 2022: $386,346.90
2023: $664,897.63
2024: $496,643.58

Question 2: Have any of the assets been seized?

Answer 2: This data is not available. While it is possible for seized assets to be sent as surplus, it is rare.

Question 3: Are vehicles and equipment included in this solicitation? If yes, who is responsible for removing decals and doing light detail services?

Answer 3: Yes. Decals are removed before they item is delivered to Property Management. Items are sold as-is.

Question 4: Will salvage or total loss assets be included in this solicitation?

Answer 4: Yes.

Question 5: Is a sales commission to the county part of the " PART III " under the proposal format?

Answer 5: That is up to the Proposer.

Question 6: Will any of the assets be transported to the proposer's property? If yes, who is responsible for the transportation cost?

Answer 6: No.

Question 7: If the assets will only be sold on county property, is there any available support staff that can assist with photos, preview day or buyer pickups?

Answer 7: County staff handles all photos, uploads to the sales website, previews, and pickups.

Question 8: Can the assets be sold in the proposers regular weekly sale or will they need to be sold separately?

Answer 8: County staff manages the sales online determining in-house the beginning/ending date of each sale. Items are sold as they are delivered, via item or groups of items as determined by County staff. A single weekly sale is not preferred.

Question 9: Can the proposer use its regular tiered buy fee schedule?

Answer 9: That is up to the Proposer.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

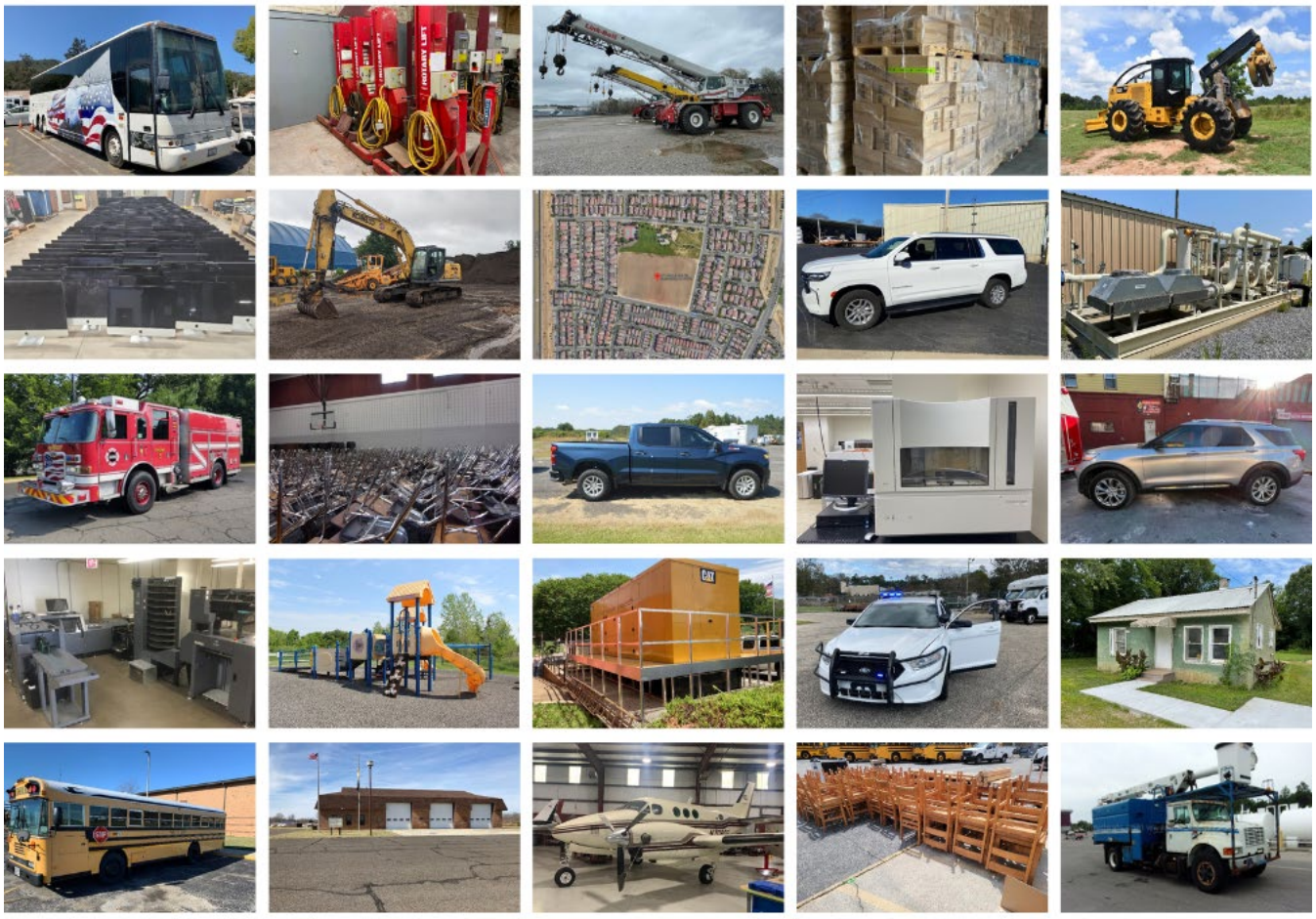
Attachment B
Contractor's Response to Request for Proposals #3672

GovDeals®
A Liquidity Services Marketplace

Request for Proposals: 00003672

Online Auction System for Surplus Property

Prepared For: Knox County, TN



GovDeals Point of Contact:
Sarah Schultz, Business Development Manager
Phone: 859-304-2795
Email: sschultz@govdeals.com

Liquidity Services Operations LLC dba GovDeals
Toll-Free: 1-800-613-0156
6931 Arlington Rd., Ste. 460, Bethesda, MD 20814

Part I: Transmittal letter Authorizing the Proposal

Cover letter authorizing the proposal (signed in blue ink)

July 23, 2025

Knox County Procurement Division
1000 North Central Street, Suite 100, Knoxville, Tennessee 37917

RE: Response to Online Auction System for Surplus Property RFP

Dear Evaluation Committee:

Liquidity Services Operations LLC dba GovDeals is pleased to submit our proposal in response to the **Online Auction System for Surplus Property** Request for Proposals Number 3672.

With 20+ years as partners, Knox County is aware that GovDeals is the largest online marketplace providing government-specific auction services. We understand that Knox County seeks an online auction system for its surplus property. GovDeals can assure the County that our services will continue to meet and exceed the County's objectives through a comprehensive and well-structured plan.

Our approach to implementing and performing these services includes the following key elements:

- **Strategies and Safeguards:** Our services include a robust auction process, from vehicle preparation to final sale. We will ensure performance through regular monitoring, quality control measures, and risk management practices.
- **Project Management:** We use a structured project management method that includes assigning key team members to manage your auctions and being available for consultations and adjustments at every step.
- **Tracking and Reporting in Real-Time:** Our system provides access to instant, real-time reports that cover surplus sale items, bid details, winning bidders' names, and cumulative data within your chosen date range. Purchasing officials can be confident that their processes align with surplus disposition policies, and data can easily be exported to Microsoft Excel for further analysis and record-keeping.
- **Equipment and Software Considerations:** Our web-based platform requires no hardware or software installation.
- **Training and Ongoing Support:** We will onboard the County's account and provide ongoing support to ensure smooth operations and maximum efficiency. Our dedicated account manager and customer support help desk are available for technical support and best practice recommendations.

We are confident that our premier government auction service will achieve your objectives and provide a seamless and efficient disposition process for your surplus sales needs. We look forward to continuing to work with Knox County and contributing to your success.

Respectfully submitted,

Scott Starcher
Vice President, Operations

Part II: Proposer Information

Company Name, Address, and telephone numbers

Liquidity Services Operations LLC dba GovDeals
6931 Arlington Road, Suite 460
Bethesda, MD 20814
Phone: 800-613-0156
Fax: 334-387-0519
vendor@govdeals.com

Contact name(s), telephone number(s), and current email address

Primary Contact:

Sarah Schultz
Business Development Manager
859-304-2795
sschultz@govdeals.com

Alternate Contact:

Steve Mort
Account Manager
615-973-6575
smort@govdeals.com

Proposers Vendor Number as assigned by Knox County Procurement Division

GovDeals Vendor ID is 76647.

Proposer's Knox County Business License (if applicable)

In lieu of a business license, we have provided the necessary documentation to demonstrate that GovDeals does not require a license. Please see the following pages.

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

Certificate of Registration
Business Tax

May 19, 2022

Letter ID: L1923100032
Account ID: 1001026850-BUS
Account Type: Business Tax
Effective Date: October 1, 2021

GILMA CHUTE
LIQUIDITY SERVICES OPERATIONS LLC
1920 L ST NW FL 6
WASHINGTON DC 20036-5004

You have filed an application for business tax registration for the business at the location shown below:

Location No.: 1001528248

Location Address: LIQUIDITY SERVICES OPERATIONS LLC
6931 ARLINGTON RD STE 200
BETHESDA MD 20814-5269

To ensure proper processing of your correspondence or return, please include your account ID on all documents you submit to the Department of Revenue.

Business Licenses
This certificate is not your business license. To complete your registration, you must get a business license from your county and/or city clerk. You must pay a $15 fee to the city and/or county clerk for each initial license. If you have not already paid this fee locally, please contact your city and/or county clerk. You need a certificate of registration and a business license for each of your business locations.

Taxpayers in these business tax classifications **are not required** to obtain a business license:

- Classification 1, 2, 3, and 4B taxpayers with no established physical location in Tennessee,
- Classification 4A contractors with no established physical location in Tennessee and with $50,000 or less in sales in any city or county,
- Classification 5A taxpayers (industrial loan and thrift companies)

Note that out-of-state Classification 4A contractors must get a business license in any city and/or county where they earn more than $50,000 in compensation.

Tax Returns
Taxpayers must file and pay business tax returns online. You must file your consolidated business tax return each year on the 15th day of the fourth month after the close of your business year end. If your business is set up on a calendar year, your tax return is due April 15 of the following year. To avoid penalty and interest charges, taxpayers must file all returns and payments on or before the due date.

David Gerregano
Commissioner of Revenue

Docusign Envelope ID: 97D72EC2-A552-4132-B28C-F77F955D0B59

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

Resale Authorization

May 16, 2022

TAX DEPARTMENT
LIQUIDITY SERVICES OPERATIONS LLC
6931 ARLINGTON RD STE 200
BETHESDA MD 20814-5269

Letter ID: L2107985280
Account ID: 1000093042-SLC
Account Type: Sales and Use Tax

The above named taxpayer has been granted authority in accordance with Tenn. Code Ann. § 67-6-102 and Tenn. Comp. R. & Regs. 1320-05-01-.62 and 1320-05-01-.68 to make purchases intended for subsequent resale without payment of sales or use tax. Any merchandise or other taxable item purchased without the payment of tax upon this resale certificate that is used or consumed in any manner by the taxpayer, or is given away, must be reported and the tax paid directly to the Tennessee Department of Revenue.

It is a misdemeanor to misuse the certificate of resale for the purpose of obtaining taxable property or services without the payment of the sales or use tax when it is due and such wrongful use is grounds for the Commissioner to revoke the taxpayer's Certificate of Registration.

The taxpayer must furnish its supplier(s) at the time of purchase with a copy of the enclosed certificate with the lower portion properly completed. The original certificate should be retained **for copy purposes.** The supplier must maintain a file copy as evidence of the sales tax exemption. Later purchases do not require the submission of additional copies. The taxpayer must notify the seller in writing if the certificate is no longer valid.

David Gerregano
Commissioner of Revenue

Docusign Envelope ID: 97D72EC2-A552-4132-B28C-F77F955D0B59

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

TAX DEPARTMENT
LIQUIDITY SERVICES OPERATIONS LLC
6931 ARLINGTON RD STE 200
BETHESDA MD 20814-5269

Letter ID: L2107985280
Effective Date: May 1, 2022
Account ID: 1000093042-SLC
Account Type: Sales and Use Tax
Location ID: 1001519479
Location Address:
LIQUIDITY SERVICES OPERATIONS LLC
6931 ARLINGTON RD STE 200
BETHESDA MD 20814-5269

Sales and Use Tax Certificate of Resale

The above named taxpayer has been granted authority in accordance with Tenn. Code Ann. § 67-6-102 and Tenn. Comp. R. & Regs. 1320-05-01-.62 and 1320-05-01-.68 to make purchases intended for subsequent resale without payment of sales or use tax. Any merchandise or other taxable item purchased without the payment of tax upon this resale certificate that is used or consumed in any manner by the taxpayer, or is given away, must be reported and the tax paid directly to the Tennessee Department of Revenue.

The supplier must maintain a file copy as evidence of the sales tax exemption. Later purchases do not require the submission of additional copies.

Liquidity Services Operations LLC — 6931 Arlington Rd., Ste. 460, Bethesda, MD 20814

Seller's Name — *Seller's Address (City & State)*

I, Michael Price, as an authorized representative of the taxpayer, certify that the products or services purchased are intended for subsequent resale by the purchaser for the following reason.

(✓) resale of the tangible personal property, taxable service, taxable amusement, or taxable digital product
( ) rental or leasing of the tangible personal property
( ) a component part of a manufactured, assembled, processed or refined finished product that is for resale

Under penalty of perjury, I affirm this to be a true and correct statement.

Michael Price — Vice President, Revenue — DocuSigned by: Michael Price CCB1958895364C0 — 7/15/2025

Print Name of Authorized Representative — *Signature of Authorized Representative* — *Date*

Proposer's Employer Identification Number (EIN)

GovDeals' employer identification number (EIN) is 52-2293687.

Copies of licenses and professional certifications for company and key personnel

Tracking Number
B2025073164

Annual Report

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/businesses

Control #: 000587625
Filed: 03/12/2025 09:43 AM
Tre Hargett
Secretary of State

Tre Hargett
Secretary of State

Entity Information

Business Name: LIQUIDITY SERVICES OPERATIONS LLC
Entity Type: Limited Liability Company
Place of Formation: DELAWARE

Control Number: 000587625
Managed Type: Manager Managed

Principal Office Address:
6931 ARLINGTON RD SUITE 460
BETHESDA, MD 20814, USA

Mailing Address:
6931 ARLINGTON RD SUITE 460
BETHESDA, MD 20814, USA

Nature of Business (NAICS):
425120 - Wholesale Trade Agents and Brokers

Number of Members: Six Or Less

Officer Information

MARK SHAFFER
1230 VIA DEL CERRO
VISTA, CA 92084-1525, USA
Manager

Registered Agent Information

CORPORATION SERVICE COMPANY
2908 POSTON AVE
NASHVILLE, TN 37203-1312

Signature

☑ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

Signed Electronically: MARK A. SHAFFER
Date: 03/12/2025
Title: MANAGER

Page 1 of 1

Acknowledgment of Addenda (if applicable)

GovDeals acknowledges that it is in receipt of Addendum 1, dated July 16.

Part III: Cost

Proposers must state the fee structure. All costs must be included and a description of how fees are collected (i.e. invoices, buyer's premium, etc.

In gratitude for our 20+ year partnership, we are offering a discounted fee from our standard rate of 12.5% to 11.25% Buyer's Premium.

Our fee structure is based entirely on a percentage of the actual winning bid amount (excluding sales tax) and is collected as a buyer's premium. The County will not be required to pay any fees for GovDeals' standard services under this contract and will always have the option of a zero-fee structure. GovDeals collects auction payments directly from buyers, withholds the buyer's premium, and remits 100% of each agency's auction proceeds weekly via ACH payment. No invoices are issued to the County for standard services. Additional charges may apply only for optional value-added services, which are offered on a case-by-case basis. There are no membership fees, inspection fees, or loading/unloading fees charged to the County for standard services.

Part IV: System Capabilities

Proposers must provide a complete description of the capabilities of the proposed system addressing in detail all of the specifications listed in Section IV above. Proposers are to provide details regarding how the system is marketed both locally and elsewhere as well as outreach to potential bidders. Proposers should include any information necessary including but not limited to system screenshots, sample reports, sample training materials, etc. to describe the complete capabilities of the proposed system/solution.

For over 24 years, GovDeals has provided agencies with our state-of-the-art online auction system and hands-on customer service. Today, over 22,000 state and local governments have transitioned some or all of their surplus auctions to GovDeals.com, and our company has facilitated the sale of over 3.2 million government-owned assets/lots for total auction sales surpassing $4.6 billion. In Tennessee alone, over 1,000 government entities have successfully sold over 302,600 surplus assets/lots for total auction sales exceeding $382.6 million.

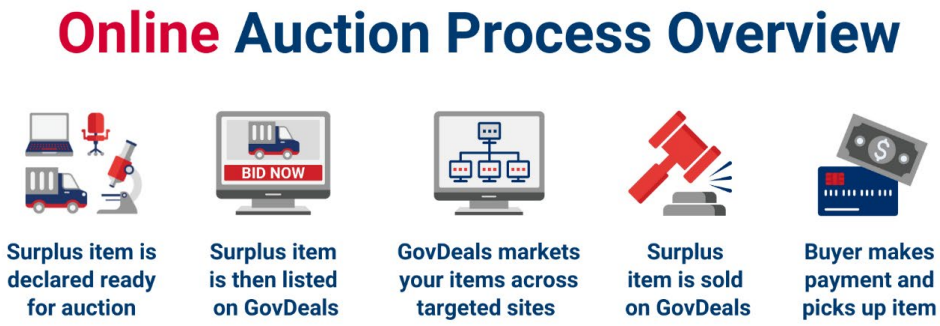
Armed with this experience, GovDeals is the most capable vendor to continue providing Knox County with a turnkey online auction platform and on-demand photography/auction creation services on a mutually agreed-upon schedule.

Access to the GovDeals system can be tailored to the job duties of the County employees through the use of five security levels, including a "view only" setting that is useful for accounting staff to access sales and reconciliation reports.

Our specialized auction website enables prospective buyers to view unlimited photographs, videos, and detailed descriptions, ask questions, and place bids for the County's surplus property. The items will be auctioned under your terms and conditions, including County-dictated time frames for payment and pickup.

GovDeals' online auction platform and service includes, at no additional cost:

- Turnkey auction functionality with unlimited user accounts.
- Real-time reporting tools within a secure account.
- Five million active GovDeals bidders — verified through GovDeals' multi-layer registration process that includes vetting against the anti-terrorism watch list by E2Open's global trade management software.
- Personal service by the County's locally based account manager with on-call support; on-site service appointments will be provided to photograph assets and create auction listings.
- Extensive marketing outreach to targeted bidders at GovDeals' expense — drives competitive bidding, increasing the final selling price of auctioned assets. See pages 19-22 for more information.



SCOPE OF WORK: Knox County desires a turnkey solution that will be used to sell surplus assets via an online auction. The following features/services must be included:

- **Self-service functionality so that Knox County employees may securely post and manage each auction**
- **Widespread marketing, customer database, and outreach to potential bidders**
- **Real-time, secure reporting**
- **Real-time assistance with posting/managing auctions**
- **Real-time assistance for bidders**
- **On demand training for new employees and system upgrades**
- **Secure, online payment collection**

Our proposed solution, GovDeals, is a fully web-based, turnkey platform designed to meet all requirements outlined for Knox County's online surplus asset auctions.

- **Self-Service Functionality:** The GovDeals platform enables the County employees to post and manage auctions through an intuitive seller dashboard securely. Employees can take photographs, complete asset inspection forms, and upload descriptions directly into the system. The platform supports an unlimited number of user accounts, allowing as many employees as needed to participate. Approval workflows can be established so that supervisors review auctions before they go live. No hardware or software installation is required — only an internet connection and a web browser.
- **Widespread Marketing, Customer Database, and Outreach:** GovDeals provides access to a marketplace of over five million qualified global buyers with a specific interest in government surplus.

Our marketing department conducts targeted campaigns for high-value or specialized assets, including ads, press releases, and email marketing. Each agency receives a unique URL for its auctions, which can be promoted on local websites and social media to increase local participation. We conduct extensive marketing outreach at no additional cost to the agency, driving competitive bidding and maximizing returns.

- **Real-Time, Secure Reporting:** The system offers real-time reporting tools within a secure account. Users can track auction performance, asset status, and financials. Reports are exportable to Microsoft Excel and include features such as digital tracking of assets diverted from landfills for sustainability reporting. The platform maintains a perpetual audit trail for all transactions.
- **Real-Time Assistance with Posting/Managing Auctions:** Each agency is assigned a dedicated account management team for hands-on support, technical operations, and best practices guidance. On-demand live support is available via phone, email, and live chat 24/7/365. If needed, GovDeals staff can assist with asset listing services, including lotting, photographing, and writing descriptions, either remotely or on-site, as a value-added service.
- **Real-Time Assistance for Bidders:** Bidders have access to live support and a Q&A system for inquiries during active auctions. The account manager monitors auctions for quality assurance and assists with bidder questions as needed.
- **On-Demand Training for New Employees and System Upgrades:** Comprehensive training is provided at onboarding and, as needed, either in-person or online. Training encompasses the entire auction cycle, including the seller dashboard and bidder-facing website. Hands-on training within the live account ensures immediate familiarity. Ongoing training and updates are available on demand.
- **Secure, Online Payment Collection:** Winning bidders must settle payment online within five business days (adjustable by the agency). Accepted payment methods include credit/debit cards, PayPal, and wire transfers. The system generates bills of sale and notifies the agency upon payment. GovDeals accepts responsibility for chargebacks and fraud, so the agency is not liable for payment disputes. Remittance is processed electronically, and funds can be distributed to multiple accounts as needed.

REPORTS: Knox County requires the system to have a reporting function accessible in real-time. The reporting function shall include at a minimum the following items:

• Date/Time of Sale of Asset • ID Number of Knox County Asset • Customer name, address, phone, and email address • Price that asset sold for • Additional Price charged to customer (ie, buyer's premium) • Total payment amount to County

Through GovDeals' online platform, the County's procurement department and end users will have full transparency through secure, auditable reporting of surplus sale items, including the number of bids received, the date and time of each bid, and the names of winning bidders, as well as cumulative data for any chosen date range. These real-time reports will give purchasing officials peace of mind that their processes comply with their surplus disposition policies. The most recent 12 months of GovDeals' online auction results are available to anyone searching at GovDeals.com, providing transparency to the public.

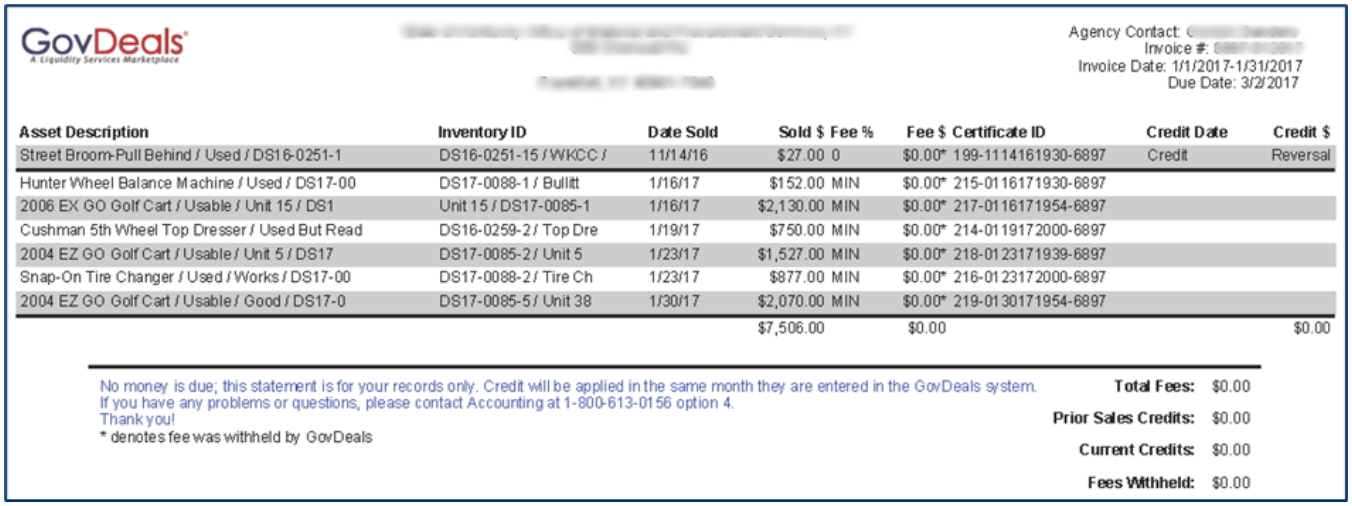
GovDeals will record all bids and provide real-time reporting and summary reports within your account. Users will have 24/7 access to an array of real-time reports, as well as the ability to view a detailed bid

history and audit trail of all the County's auctions at any time during the auction or after its close, without expiration or archiving.

GovDeals' interactive reports are accurate and detailed, enabling the County to track all assets from when they are loaded into the GovDeals system to when they are sold and the proceeds are collected. GovDeals' reports can be viewed online, sorted, printed, and/or exported to Microsoft Excel. Many reports can be customized to the unique needs of the County. Whether or not under contract with GovDeals, you will continue to have perpetual access to its GovDeals reports without limitation or expiration, ever.

Invoicing Report

The Invoicing Report, also known as the reconciliation statement, details all monthly assets sold. This statement is available to the seller to summarize the month's financial transactions. The report, available in PDF and hard copy, displays item description, inventory ID number, date sold, sold amount, fee percentage and amount, seller/buyer certificate ID number, and credit details, if any.



GovDeals
A Liquidity Services Marketplace

Agency Contact:
Invoice #:
Invoice Date: 1/1/2017-1/31/2017
Due Date: 3/2/2017

Asset Description	Inventory ID	Date Sold	Sold $	Fee %	Fee $	Certificate ID	Credit Date	Credit $
Street Broom-Pull Behind / Used / DS16-0251-1	DS16-0251-15 / WKCC /	11/14/16	$27.00	0	$0.00*	199-1114161930-6897	Credit	Reversal
Hunter Wheel Balance Machine / Used / DS17-00	DS17-0088-1 / Bullitt	1/16/17	$152.00	MIN	$0.00*	215-0116171930-6897		
2006 EX GO Golf Cart / Usable / Unit 15 / DS1	Unit 15 / DS17-0085-1	1/16/17	$2,130.00	MIN	$0.00*	217-0116171954-6897		
Cushman 5th Wheel Top Dresser / Used But Read	DS16-0259-2 / Top Dre	1/19/17	$750.00	MIN	$0.00*	214-0119172000-6897		
2004 EZ GO Golf Cart / Usable / Unit 5 / DS17	DS17-0085-2 / Unit 5	1/23/17	$1,527.00	MIN	$0.00*	218-0123171939-6897		
Snap-On Tire Changer / Used / Works / DS17-00	DS17-0088-2 / Tire Ch	1/23/17	$877.00	MIN	$0.00*	216-0123172000-6897		
2004 EZ GO Golf Cart / Usable / Good / DS17-0	DS17-0085-5 / Unit 38	1/30/17	$2,070.00	MIN	$0.00*	219-0130171954-6897		
			$7,506.00		$0.00			$0.00

No money is due; this statement is for your records only. Credit will be applied in the same month they are entered in the GovDeals system.
If you have any problems or questions, please contact Accounting at 1-800-613-0156 option 4.
Thank you!
* denotes fee was withheld by GovDeals

Total Fees: $0.00
Prior Sales Credits: $0.00
Current Credits: $0.00
Fees Withheld: $0.00

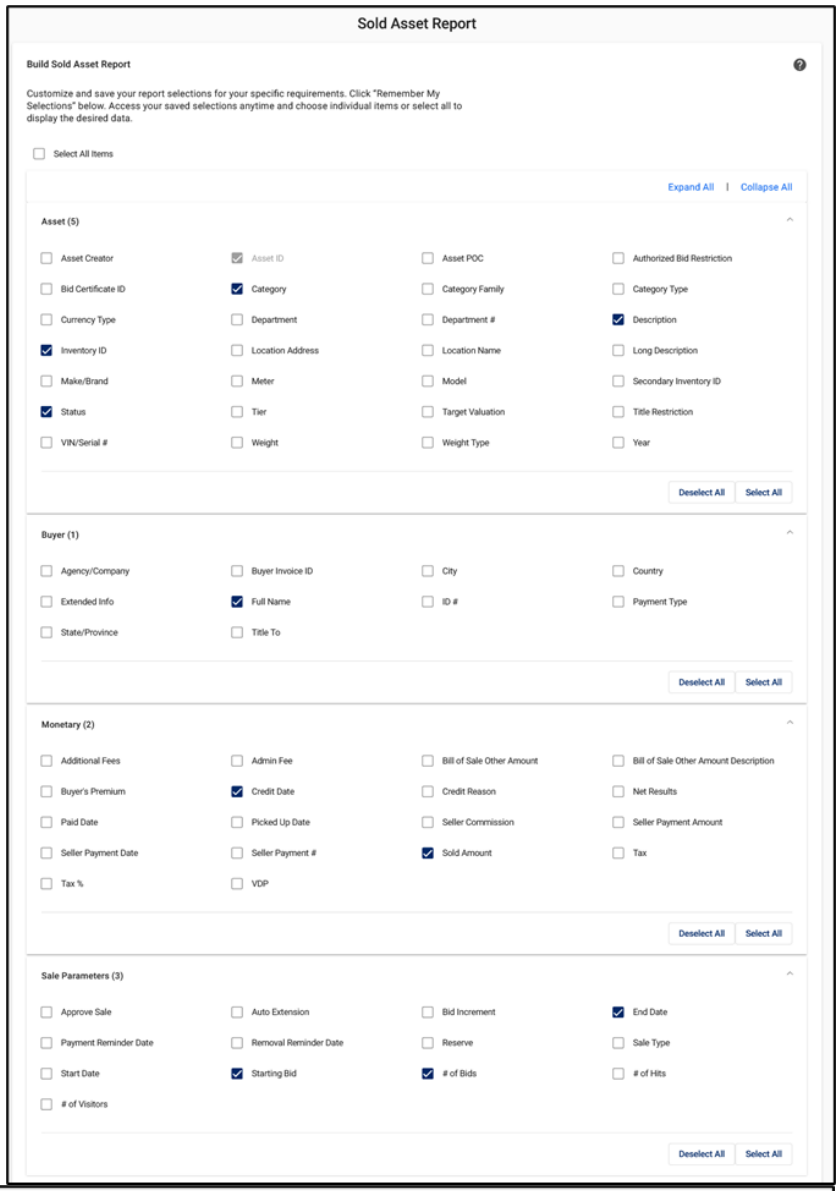
The total sold amount for the month and the total fee amount are also included in this report. While the vast majority of selling governments elect to use GovDeals to withhold our fees and remit the net proceeds, this report also serves as the monthly invoice for sellers who collect their buyer payments or prefer to receive gross proceeds. In these cases, the Invoicing Report will provide a calculation of the total fee amount due to GovDeals with terms of net 30 days.

Sold Assets Report

Ad hoc reporting options and an example report are shown.

The Sold Assets Report provides detailed data on all assets sold within any selected date range. With the ability to export to Microsoft Excel with a single click, this report can be easily imported into the seller's other record-keeping systems, merged with additional inventory data, or filtered by department, category, and so on.

More than 70 data fields can be reported with this ad hoc reporting tool. Criteria and filters can be saved to your GovDeals account, allowing you to run custom reports as needed.



Charlotte, NC

Export to Excel

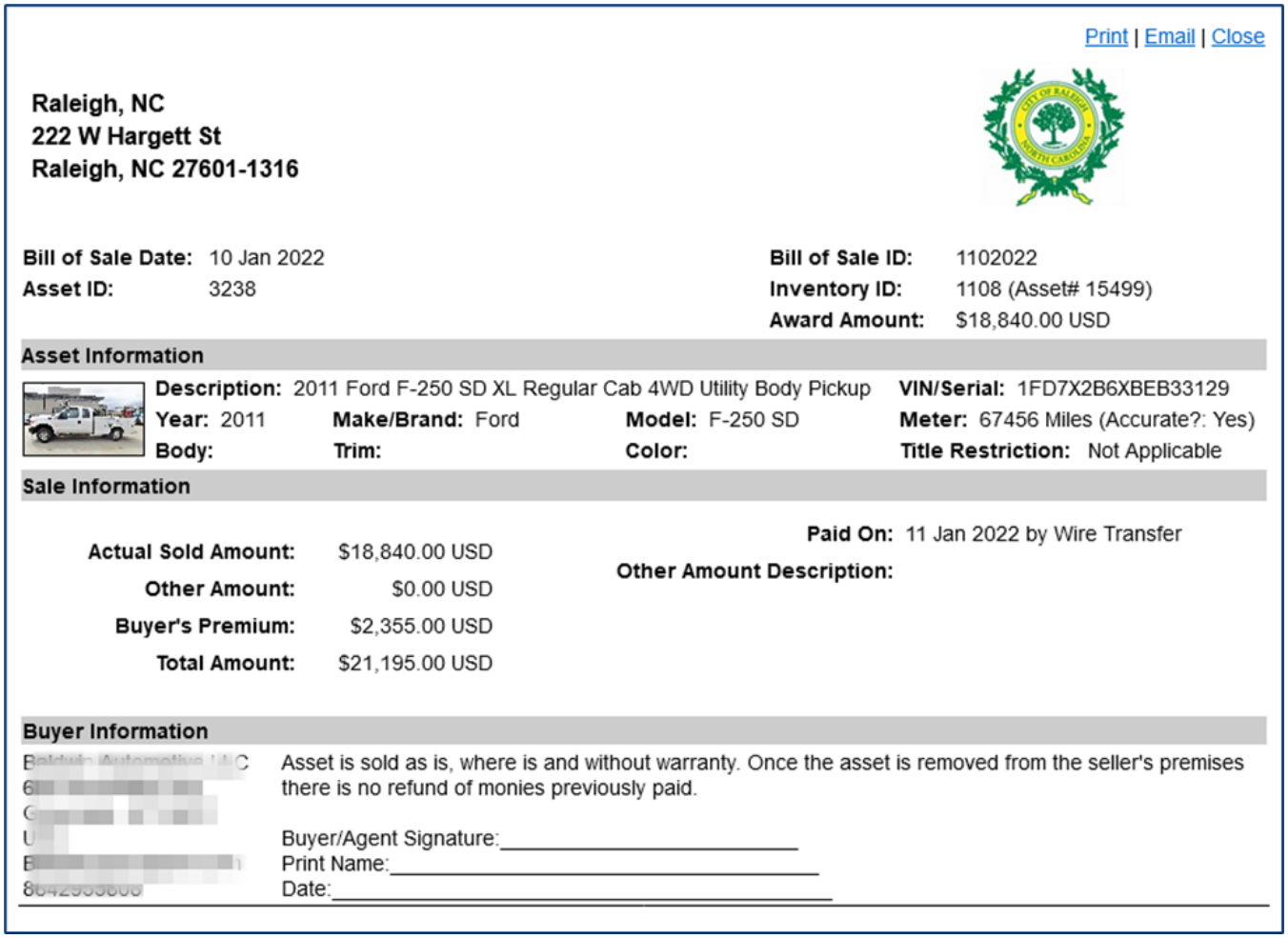
Date range: 16 Oct 2023 - 16 Nov 2023

ID	Inventory ID	Description	Category	Buyer Name	Starting Bid	Sold Amount	Bids	Auction Ended	Status	C
3209	lot 1882	Assorted bus parts (lot 1882)	Buses, Transit and School	felix padilla	$25.00	$25.00	1	01 Nov 2023 01:00 PM CT	NPU	
3210	lot 1883	Assorted bus parts (lot 1883)	Buses, Transit and School	Jonathan Milner	$75.00	$185.00	13	01 Nov 2023 01:30 PM CT	PU	
3211	lot 1884	Assorted bus parts (lot 1884)	Buses, Transit and School	Chad Leamon	$300.00	$1,900.00	28	01 Nov 2023 02:09 PM CT	PU	
3212	lot 1885	Assorted bus parts (lot 1885)	Buses, Transit and School	Chad Leamon	$300.00	$625.00	6	01 Nov 2023 02:30 PM CT	PU	
3213	lot 1886	Assorted bus parts (lot 1886)	Buses, Transit and School	David Koback	$200.00	$295.00	3	01 Nov 2023 03:00 PM CT	PU	

Bill of Sale

A Bill of Sale will be automatically populated with the seller's information (including the County logo/seal if desired); the winning bidder's name; all the information regarding the asset sold, such as inventory number, VIN, make, model, etc.; sale price, tax amount if applicable; payment date and method; and the date sold. The Bill of Sale can be emailed to the winning bidder or printed and given to the bidder when they arrive to pick up the item won at auction.

The Bill of Sale contains a disclaimer: "Asset is sold as is, where is, and without warranty. Once the asset is removed from the seller's premises, there is no refund of monies previously paid." This language may be customized. The County is encouraged to obtain a Bill of Sale for every item picked up to retain documentation that the buyer has signed, agreeing that no money will be refunded. The signed Bill of Sale may be uploaded to the completed auction.



Print | Email | Close

Raleigh, NC
222 W Hargett St
Raleigh, NC 27601-1316

Bill of Sale Date: 10 Jan 2022
Asset ID: 3238
Bill of Sale ID: 1102022
Inventory ID: 1108 (Asset# 15499)
Award Amount: $18,840.00 USD

Asset Information

Description: 2011 Ford F-250 SD XL Regular Cab 4WD Utility Body Pickup
VIN/Serial: 1FD7X2B6XBEB33129
Year: 2011 **Make/Brand:** Ford **Model:** F-250 SD **Meter:** 67456 Miles (Accurate?: Yes)
Body: **Trim:** **Color:** **Title Restriction:** Not Applicable

Sale Information

Actual Sold Amount: $18,840.00 USD
Other Amount: $0.00 USD
Buyer's Premium: $2,355.00 USD
Total Amount: $21,195.00 USD
Paid On: 11 Jan 2022 by Wire Transfer
Other Amount Description:

Buyer Information

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

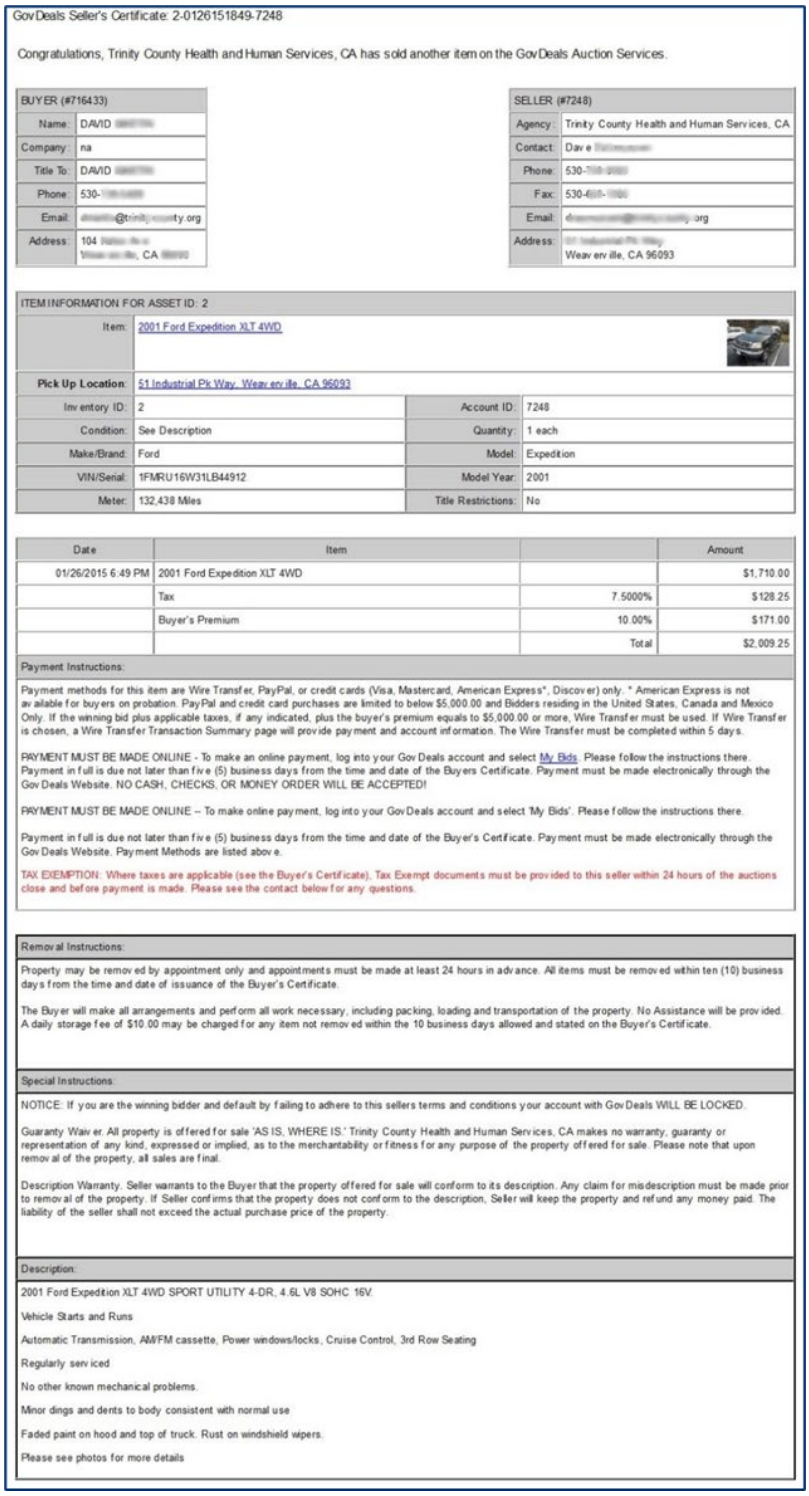
Buyer/Agent Signature:_____
Print Name:_____
Date:_____

Buyer's and Seller's Certificates

When an auction closes, an email notifying the bidder of the award will automatically be sent to the winning bidder with a link(s) to the Buyer's Certificate(s), and a matching Seller's Certificate will be sent to the seller's POC. These certificates contain the bidder's name, the company name if applicable, address, telephone number, bidder ID number, item description, asset ID, and sold amount.

This notification of the award also includes the seller's terms and conditions. Contact information for the seller is also provided to the buyer, along with payment and asset removal instructions.

The Seller's Certificate email will include a PDF of the Bill of Sale.



GovDeals Seller's Certificate: 2-0126151849-7248

Congratulations, Trinity County Health and Human Services, CA has sold another item on the GovDeals Auction Services.

BUYER (#716433)	
Name:	DAVID
Company:	na
Title To:	DAVID
Phone:	530-
Email:	@trinity, unty.org
Address:	104 , CA

SELLER (#7248)	
Agency:	Trinity County Health and Human Services, CA
Contact:	Dav e
Phone:	530-
Fax:	530-
Email:	org
Address:	Weav erv ille, CA 96093

ITEM INFORMATION FOR ASSET ID: 2

Item:	2001 Ford Expedition XLT 4WD		
Pick Up Location:	51 Industrial Pk Way, Weav erv ille, CA 96093		
Inv entory ID:	2	Account ID:	7248
Condition:	See Description	Quantity:	1 each
Make/Brand:	Ford	Model:	Expedition
VIN/Serial:	1FMRU16W31LB44912	Model Year:	2001
Meter:	132,438 Miles	Title Restrictions:	No

Date	Item		Amount
01/26/2015 6:49 PM	2001 Ford Expedition XLT 4WD		$1,710.00
	Tax	7.5000%	$128.25
	Buyer's Premium	10.00%	$171.00
		Total	$2,009.25

Payment Instructions:

Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express*, Discover) only. * American Express is not av ailable for buy ers on probation. PayPal and credit card purchases are limited to below $5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to $5,000.00 or more, Wire Transfer must be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

PAYMENT MUST BE MADE ONLINE - To make an online payment, log into your Gov Deals account and select My Bids. Please follow the instructions there. Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment must be made electronically through the Gov Deals Website. NO CASH, CHECKS, OR MONEY ORDER WILL BE ACCEPTED!

PAYMENT MUST BE MADE ONLINE -- To make online payment, log into your GovDeals account and select 'My Bids'. Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the Buyer's Certificate. Payment must be made electronically through the Gov Deals Website. Payment Methods are listed abov e.

TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to this seller within 24 hours of the auctions close and before payment is made. Please see the contact below for any questions.

Removal Instructions:

Property may be remov ed by appointment only and appointments must be made at least 24 hours in adv ance. All items must be remov ed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be prov ided. A daily storage fee of $10.00 may be charged for any item not remov ed within the 10 business days allowed and stated on the Buyer's Certificate.

Special Instructions:

NOTICE: If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals WILL BE LOCKED.

Guaranty Waiv er. All property is offered for sale 'AS IS, WHERE IS.' Trinity County Health and Human Serv ices, CA makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon remov al of the property, all sales are final.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to remov al of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Description:

2001 Ford Expedition XLT 4WD SPORT UTILITY 4-DR, 4.6L V8 SOHC 16V.

Vehicle Starts and Runs

Automatic Transmission, AM/FM cassette, Power windows/locks, Cruise Control, 3rd Row Seating

Regularly serv iced

No other known mechanical problems.

Minor dings and dents to body consistent with normal use

Faded paint on hood and top of truck. Rust on windshield wipers.

Please see photos for more details

Payment Confirmation

After a successful transaction, buyers will receive an email receipt confirming that GovDeals has received their online payment.

Notification will also be sent to the seller regarding the payment receipt, and the seller may release the asset to the buyer.

From: Accounting@Govdeals.com
Sent: Wednesday, July 06, 2016 3:44 PM
To: ***@gmail.com
Subject: GovDeals.com Payment Received

Your payment has been received for Invoice ID 393765. Promptly contact the seller(s) to discuss times and location for pickup. Please present the certificate(s) to the seller to receive the item(s) purchased. Thank you for using GovDeals.

The following assets are ready for pickup:

Certificate ID: 45-0706161642-8245
Description: 1999 Ford Taurus
Sold Amount: $2,500.00
Buyer's Premium: $275.00
Tax: * $156.25
Additional Fees: $0.00
Subtotal: $2,931.25
Total: $2,931.25

SYSTEM CAPABILITIES: Proposers must provide a complete description of the proposed system. At a minimum, each proposal should address the following:

• How Knox County posts an item on the site • How a bidder submits a bid • What requirements a bidder must meet in order to qualify to bid on an item • How Knox County is notified • How a successful bidder is notified • How Knox County changes an item or re-posts an item • Description of customer support for Knox County and for proposer • Collection of Auction proceeds • Any charges to Knox County and charges to the customer • System security (payment collection, fraud prevention, etc.



After an asset is declared surplus, the County should take photographs and gather descriptive details. GovDeals can provide various types of asset inspection forms that many clients find helpful to streamline information gathering.



Photos and asset descriptions are then uploaded into the simple, auction creation template within the County's GovDeals account. The built-in auction calculator can recommend starting bids, bid increments, and auction dates; these values can also be input manually.



For high-value and specialized assets, GovDeals' marketing department will develop a marketing plan and, upon request, present it to the County for advance review and approval before the auction. The marketing campaign will run concurrently with the auction, which is open for online bidding.



In most cases, the auction(s) will be open for bidding for 7-10 days. While the auctions are live, the County can monitor its progress at www.GovDeals.com. The County should answer any bidder questions posted via the GovDeals Q&A system. The County's GovDeals account manager will also monitor auctions for quality assurance.



After the auction has ended, the County will automatically email a seller's certificate with details of the sale and contact information for the winning bidder. Simultaneously, the winning bidder will automatically be emailed award notification(s) with a link(s) to the buyer's certificate(s) with sale and payment details.



The winning bidder is responsible for making payment on GovDeals.com within five business days after the auction closes (this time period may be shortened or lengthened by the County if desired). Upon the buyer's successful payment by credit/debit card, PayPal, or wire transfer, the County will receive notification that payment has been made, along with a copy of the bill of sale.



The buyer is required to collect assets within 10 business days after the auction (this time period may be adjusted by the County if desired). The winning bidder is responsible for scheduling a pickup/removal appointment with the County. At pickup/removal, the winning bidder must present a photo ID, and the County should verify the bidder's documentation. Following verification and signing of the GovDeals Bill of Sale by both parties, the asset is released to the winning bidder. The signed Bill of Sale and any additional documents can be uploaded to the auction record.



When the County marks the asset "Picked Up" in the GovDeals system, the payment is processed in the next week's cycle. GovDeals will withhold the agreed-upon fee and will electronically remit the balance to the County. If applicable, GovDeals will also remit taxes to the appropriate taxing authorities.



The County's remittance payment may be sent to multiple accounts as desired, such as individual selling departments. Even if sent to a general fund, data can easily be separated for auditing purposes using a department code, and all reports are exportable to Microsoft Excel.



Unlike other vendors, GovDeals accepts responsibility for chargebacks and fraud that may occur, so the County will not be liable for any payment disputes.

What requirements a bidder must meet in order to qualify to bid on an item

All bidders are verified through GovDeals' multi-layer registration process, which includes vetting against the anti-terrorism watch list using E2Open's global trade management software. All bidders must agree to the posted Terms and Conditions set forth by the County and GovDeals. The County will be able to impose Bidder Restrictions to limit the bidders allowed to place bids on certain assets. However, the public can view these assets to maximize the marketing exposure of the auctions. Information on types of restrictions is available upon request.

How Knox County changes an item or re-posts an item

Your account manager can make edits to live auctions upon request. Should an item need to be re-posted, your account manager or the County can do so at the click of a button.

System security (payment collection, fraud prevention, etc.)

GovDeals employs leading content delivery and security technologies to ensure the availability and protection of its online services, along with the confidentiality and integrity of client data across our platforms.

The GovDeals system and website exist in a fully redundant environment. The site is load-balanced across multiple servers. The infrastructure is hosted on the Microsoft Azure cloud platform, which supports our redundancy and scalability goals. All critical auction and customer data is fully replicated.

GovDeals utilizes multiple internal and external site monitoring systems to ensure appropriate responses to any warnings, critical issues, or other matters that require immediate attention 24 hours a day, 7 days a week, and 365 days a year.

Part V: Qualifications and Experience

Proposers must provide a brief description of the firm submitting the proposal including background, organizational history, and office location(s).

GovDeals, a subsidiary of Liquidity Services, Inc. (NASDAQ: LQDT), was established in 1999 and acquired by Liquidity Services in 2008.

Our primary line of business is providing government-specific auction services through our online marketplace, which facilitates the sale of surplus assets for government and educational entities. We serve over 22,000 government sellers, including federal, state, and local agencies across the United States and Canada. Our platform offers over 250 categories of items, ranging from heavy machinery to office supplies, with a success rate exceeding 94%. Our vision is to provide a secure, transparent, and efficient auction platform that maximizes returns for our clients. We continue to invest in our people, technology, and infrastructure to maintain competitive services and solutions.

GovDeals is headquartered at 6931 Arlington Rd., Suite 460, Bethesda, MD 20814, and has over 100 direct full-time employees, with more than half working remotely to best serve clients locally.

Proposers must provide number of years providing services (as the submitting entity) similar to those requested in the RFP.

GovDeals has over 24 years of experience providing online auction services to government entities. We have successfully facilitated the sale of over 3.6 million government-owned assets/lots, totaling over $5.3 billion in sales.

Proposers are to detail the capability and relevant experience of the personnel providing the services requested in the RFP.

Our personnel supporting online auction services comprises experienced auction professionals and a dedicated account management team. Each client is served by one or more team members, who facilitate training, auction operations, technical support, and problem resolution. We provide hands-on support, best practices guidance, and 24/7/365 technical assistance via phone, email, and live chat. Our staff is equipped to assist with all aspects of the online auction process, including asset listing, bidder inquiries, and transaction settlement. All personnel are trained to deliver a fully supported, self-service surplus disposition experience, ensuring a seamless and professional auction process for our clients.

The proposed team members for the County engagement include:

Account Management

Mark Moritz, Senior Manager, Client Relationships – East
Steve Mort, Account Manager – TN

The account management team provides support for clients' day-to-day auction needs. The team will work closely with GovDeals' marketing representatives to develop and curate promotional strategies that ensure competitive bidding for your surplus assets.

Steve will be the County's primary point of contact for questions, advice, onboarding, and onsite auction creation assistance throughout the business relationship. He is available for support by phone, email, and on-site or remote meetings to coordinate auction strategies 24 hours a day, 7 days a week.

Business Development

Les Bailey, Senior Manager, Business Development – East
Sarah Schultz, Business Development Manager – TN

The business development team is responsible for account implementation and contract compliance and is committed to the overall success of the County's liquidation goals. The team examines the County's processes and evaluates your needs to recommend strategies to ensure GovDeals meets your demands.

Sarah will confirm that our services meet your specific needs and requirements and will ensure contract compliance.

Marketing and Client Support

Angela Jones, Director of Digital Marketing

Angela handles the advertising and promotion of the assets being auctioned. She will market the County's assets to targeted bidders to maximize competition and return on investment.

The marketing team will place advertisements, write press releases, and design custom marketing plans for the County.

Samantha McCall, Senior Manager, Client Success Operations

Sam oversees the customer support help desk team, which provides service and support to sellers. The team assists bidders with registration and ensures compliance with the terms and conditions of the County's auctions.

The help desk provides on-call support by toll-free phone, live chat, and email, assisting with technical support, auction guidance, etc. The asset entry team assists clients in creating auction listings when a government agency requires assistance with uploading photos and descriptions. This service is available at no charge for our clients.

Proposers are to provide a comprehensive record of public sector clients currently using the proposed system.

Client Agency: City of Knoxville, TN
Contact: Penny Owens, Purchasing Agent
Phone: 865-215-2062
Email: powens@knoxvilletn.gov
GovDeals Client Since: 2005
Total Assets Sold: 6,552
Total Sales: $14.6 million

Client Agency: City of Marysville, TN
Contact: Katie Branham Kerr, Purchasing Agent and Contracts Manager
Phone: 865-273-3455
Email: KBKerr@maryville-tn.gov
Client Since: 2007
Total Assets Sold: 1921
Total Sales: $5.7 million

Client Agency: City of Oak Ridge, TN
Contact: Lyn Majeski, Accounting Division Manager
Phone: 865-425-1819
Email: lmajeski@oakridgetn.gov
Client Since: 2009
Total Assets Sold: 1462
Total Sales: $1.16 million

Include other information necessary to provide the firm's complete qualifications and experience to provide the services listed in this RFP.

GovDeals excels at promoting our clients' assets through targeted advertising and marketing strategies, boosting competitive bidding, and enhancing revenue for government clients, like the County. We invest substantial effort and resources into these marketing campaigns, with GovDeals covering all associated marketing expenses, ensuring maximum exposure at no cost to the County.

Our marketing team manages thousands of monthly ads, social media posts, and email promotions, attracting the right bidders through research-driven strategies and decades of experience. GovDeals promotes auctions through a variety of channels, including press releases, mailings, targeted vertical ads, email campaigns, and other promotional efforts, creating demand that directly drives revenue for our clients.

For the County, your GovDeals account manager and the marketing department will work closely with your team to keep you engaged in decision-making, including approval for ads and press releases, and provide insights on all marketing efforts via your GovDeals account and email. This transparency enables the County to track the impact of each initiative and maximize its effectiveness.

Overview of Marketing Strategies

Niche Marketing: Running/valuable vehicles, heavy equipment, unique, and high-value assets that the County wishes to sell on the GovDeals auction website will be advertised or listed on niche websites that will expose your assets to targeted buyers. For example:

- Heavy trucks and highway equipment are advertised in Commercial Truck Trader, Equipment Trader, and www.MyLittleSalesman.com, as well as other trade publications.
- Cars, trucks, and vans are advertised at www.CarDaddy.com.
- Medical and laboratory items are promoted at www.DotMed.com, www.LabX.com, and www.EquipMatching.com.
- Transit and school buses are advertised at www.BusesOnline.com and www.BusNut.com.
- Garbage trucks are advertised at www.TrashTrucksOnline.com, and fire trucks, ambulances, and other rescue equipment are advertised on www.1stResponder.com.

Email Marketing to Targeted Bidders: GovDeals has bidders in all 50 states and 160 foreign countries. We have hundreds of thousands of active bidders within a 250-mile radius of Knoxville alone. Under the umbrella of Liquidity Services' marketplaces and shared bidder base, your auctions will reach an audience of approximately five million potential buyers.

Email blasts (e-flyers) are sent to previous bidders and buyers of relevant categories to harness the strength of this extensive bidder base for asset marketing. This has repeatedly proven to be one of our most successful marketing strategies.

Local Marketing: GovDeals already has a large and active bidder base in the Knoxville area. To further inform local residents about the County's auctions, GovDeals' marketing department will implement strategies to publicize its GovDeals auctions, including preparing press releases and placing ads as needed. Strategic marketing efforts, such as outdoor signage and public access TV ads, may be utilized as

needed. GovDeals can also provide outdoor banners for high-traffic areas and flyers for bulletin boards to distribute to local businesses and residents.

Notifying Your Previous Bidders: If desired, GovDeals will inform the County's previous auction and/or sealed bid participants that you are now selling surplus on GovDeals.com. Depending on your wishes and the contact methods available to reach past participants, this can be accomplished via a postcard or an email blast.

Real Estate Marketing: Real property assets you wish to sell on GovDeals' auction website will be advertised or listed on niche websites that will expose your assets to targeted buyers. For example: AdLandPro.com, ClassifiedAds.com, Landwatch.com, Landsofamerica.com, Landandfarm.com, Classifieds.com, Domesticsale.com, and Mylittlesalesman.com.

MLS listings will be utilized for particularly valuable properties. GovDeals will provide yard signs to be placed on County-owned parcels, directing prospective bidders to the GovDeals website for bidding.

Custom Marketing Plans: When the County has specialty assets to auction, the GovDeals marketing department will develop custom promotion and advertising strategies designed to bring the highest possible dollar amount for each asset. Various types of unique, high-value, or specialty assets may be considered for this custom marketing, which involves identifying target audiences and niche media. Such assets may include, but are not limited to, helicopters and aircraft, classic or custom automobiles, specialty equipment, firearms and accessories, jewelry and collectibles, real estate properties, machinery and industrial equipment, and cost avoidance or demolition projects.

News Coverage: GovDeals periodically receives local, regional, and national broadcast, online, and print media coverage. This not only promotes specific assets but also drives bidder sign-ups. For example, a news report by MSN Money resulted in a 250% increase in daily registrations.

The following pages provide examples of recent marketing outreach and results obtained for our clients' surplus property sales.

2022 Audi S4



Auction Dates	Jul 29 - Aug 4, 2024
Start Price	$500
Bids	6
Visitors	530
Visitors from Targeted Ads and Channels*	LSN - 3 CarDaddy - 27

Sold for $34,978

Dickson, TN

*Google Analytics

2021 Dodge Charger



Auction Dates	May 23 - Jun 5, 2025
Start Price	$100
Bids	24
Visitors	893
Visitors from Targeted Ads and Channels*	CarDaddy - 7

Sold for $33,794

Murfreesboro, TN

*Google Analytics

2011 JOHN DEERE 9630 TRACTOR



Auction Dates	Feb 10 - 20, 2025
Start Price	$2,000
Bids	27
Visitors	672
Visitors from Targeted Ads and Channels*	MyLittleSalesman - 75 GoToAuction - 1,080 Hubspot - 4,826

Sold for $57,534

Hartsville, TN

*Google Analytics

2013 International DuraStar 4300



Auction Dates	Feb 25 - Mar 12, 2025
Start Price	$12,000
Bids	3
Visitors	224
Visitors from Targeted Ads and Channels*	MyLittleSalesman - 129 GoToAuction - 1,739

Sold for $24,443

Erwin, TN

*Google Analytics

2018 Chevrolet Tahoe Special Service Package



Auction Dates	Jan 6 - 22, 2025
Start Price	$2,500
Bids	11
Visitors	1,411
Visitors from Targeted Ads and Channels*	MyLittleSalesman - 100 FireTrader - 58

Sold for $28,731

Greeneville, TN

*Google Analytics

2021 Chevrolet Silverado 3500HD High Country Crew Cab Long Box 4WD



Auction Dates	Dec 3 - 17, 2024
Start Price	$45,000
Bids	20
Visitors	3,304
Visitors from Targeted Ads and Channels*	MyLittleSalesman - 104 GoToAuction - 1,434 CarDaddy - 15 HubSpot - 81,265

Sold for $78,794

Lexington, TN

*Google Analytics

2014 MCI D4500



Auction Dates	May 29 - Jun 5, 2025
Start Price	$20,000
Bids	49
Visitors	267
Visitors from Targeted Ads and Channels*	MyLittleSalesman - 38 GoToAuction - 803

Sold for $57,869

Whites Creek, TN

*Google Analytics

2010 Freightliner XB



Auction Dates	Apr 3 - 15, 2024
Start Price	$1,000
Bids	37
Visitors	842
Visitors from Targeted Ads and Channels*	HubSpot - 1,311

Sold for $34,806

Pigeon Forge, TN

*Google Analytics

2017 Chevrolet Express



Auction Dates	Jan 25 - Feb 15, 2024
Start Price	$11,500
Bids	9
Visitors	858
Visitors from Targeted Ads and Channels*	MyLittleSalesman - 339 CarDaddy - 19

Sold for $14,560

Chattanooga, TN

*Google Analytics

2015 Toyota Sienna Limited Premium



Auction Dates	Feb 3, 2025
Start Price	$17,600
Bids	1
Visitors	1
Visitors from Targeted Ads and Channels*	GoToAuction - 99 HubSpot - 70,078

Sold for $18,920

Gallatin, TN

*Google Analytics

AIR COOLED CHILLER 300 TON



Auction Dates	Sep 10 - 20, 2024
Start Price	$10
Bids	15
Visitors	184
Visitors from Targeted Ads and Channels*	GoToAuction - 1,264 HubSpot - 17,086

Sold for $22,612

Greeneville, TN

*Google Analytics

Kettle



Auction Dates	Mar 11, 2024
Start Price	$7,700
Bids	1
Visitors	6
Visitors from Targeted Ads and Channels*	GoToAuction - 167

Sold for $9,348

Knoxville, TN

*Google Analytics

Explanation of the implementation plan and the Proposer's ongoing commitment to service

GovDeals is committed to continuing to provide a seamless and efficient online auction experience for the County, leveraging our extensive resources, knowledge, and expertise to meet all specified needs and enhance the value of the agreement. Our implementation plan for online auction services is designed for rapid deployment and comprehensive support. Your account manager, Steve Mort, will continue to monitor auction performance, address inquiries, and guide the team through the auction cycle, including closing and property removal.

Our ongoing commitment to service will continue to include a fully supported self-service surplus disposition model, with one-on-one partnership from a dedicated account team for hands-on support, technical operation, problem resolution, and best practices guidance. We provide on-demand live support via phone, email, and live chat, as well as digital asset management services. Our service is available 24/7/365, and we offer both standard and emergency support regardless of location. Real-time reporting tools, unlimited user accounts, and continuous training and updates are included.

Part VI: Attachment

Submit the Affidavit of Compliance with the Iran Divestment Act & No Boycott of Israel (Exhibit A) per Sections 2.13 and 2.15

The signed form is provided on the following page.

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
RFP NUMBER 3672

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorized Signature: _____
(Sign in BLUE ink)

Part VII: Additional Information

Proposers may submit additional information that may add value to their proposal.

GovDeals invites the County to reach out for any additional questions or to discuss our customization options.

Part VIII: Exceptions

Proposers are to include any and all exceptions taken to this solicitation under this part per Section 3.11. Do not mark through or otherwise alter the language of this RFP in your response.

GovDeals does not take any exceptions to this solicitation and will comply fully with all requirements as stated in the RFP.

RLA-17594 **R-25-8-804**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Ben Sharbel, PROCUREMENT
Department:	PROCUREMENT
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Agreement of Sale with Sutherland Partners, LLC for the eastern portion of 0 Sutherland Avenue (Parcel ID 108AE020) for $31,500.00. *(Procurement)*

Attachments

Resolution

Sales Agreement

Offer

Memo

KGIS Map

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT OF SALE WITH SUTHERLAND PARTNERS, LLC FOR THE EASTERN PORTION OF 0 SUTHERLAND AVENUE (PARCEL ID 108AE020) FOR $31,500.00.

RESOLUTION: R-25-8-804

REQUESTED BY: PROCUREMENT

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County is the owner of surplus real property located at 0 Sutherland Avenue (Parcel ID 108AE020) (the "Property"); and

WHEREAS, Knox County desires to sell the eastern portion of the Property, as further described in the attached Agreement of Sale; and

WHEREAS, pursuant to Sec. 2-712(b)(3) of the Knox County Code, the Knox County Procurement Director conducted a market analysis and has determined that due to the unique nature of the Property, only one (1) purchaser, Sutherland Partners, LLC, would reasonably be expected to seek to purchase the Property; and

WHEREAS, accordingly, the negotiated sales method for the disposition of the Property was utilized and the amount of $31,500.00 was agreed upon by Knox County and Sutherland Partners, LLC for the sale of the Property; and

WHEREAS, the Knox County Mayor and the Senior Director of Finance have both approved the method of disposal of the Property by means of negotiated sale; and

WHEREAS, in accordance with Section 2-581(4) and Section 2-712(b)(3) of the Knox County Code, it is necessary for the Knox County Commission to approve the sale of the Property.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreement of Sale with Sutherland Partners, LLC for the eastern portion of 0 Sutherland Avenue (Parcel ID 108AE020) is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Agreement of Sale with Sutherland Partners, LLC for the eastern portion of 0 Sutherland Avenue (Parcel ID 108AE020) shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Mayor of Knox County is authorized to execute the appropriate quit claim deed conveying the Property from Knox County, Tennessee to Sutherland Partners, LLC and is further authorized to execute any and all other documents which may be necessary to effectuate and complete said conveyance, subject to the review and approval of the Knox County Law Director's Office.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____
County Mayor Date

Vetoed:_____
County Mayor Date

AGREEMENT OF SALE

THIS CONTRACT, entered into this _____ day of _____, 2025, between SUTHERLAND PARTNERS, LLC("Purchaser") and KNOX COUNTY, TENNESSEE ("Seller").

WITNESSETH

Seller desires to sell and Purchaser desires to purchase, subject to the conditions hereinafter set out; the following described property located at 0 Sutherland Avenue (Eastern Portion only 21.8 ft.by 135 ft. per Exhibit A, survey map and legal description), Tax Map 108, parcel AE020 Knox County, Tennessee.

NOW THEREFORE for the good and valuable consideration of $10.00, the covenants herein described and other good and valuable consideration, the parties agree as follows:

Commission Approval. This sales agreement is subject to the approval of the Knox County Commission.

Purchase Price. Purchaser shall pay to Seller the total sum of thirty-one thousand five hundred ($31,500.00) dollars for the Property. Taxes shall be prorated as of the date of closing.

Closing. The sale shall be closed thirty (30) days from the date of Commission approval. Seller shall convey the Property to Second Party by Quit Claim Deed at closing. The purchase price is to be fully paid at closing.

Access to Property. Seller shall allow Purchaser reasonable access to the Property for purposes of conducting due diligence.

Merger and Modification. This sales agreement contains the entire agreement between the parties. Any attempt to modify this agreement shall be contained in a writing signed by the Seller and Purchaser. The Seller and Purchaser acknowledge that they have read and understand this Agreement and have received a copy hereof.

APPROVED AND ACCEPTED this _____day of _____, 2025.

PURCHASER:

SUTHERLAND PARTNERS, LLC

BY: _____
Signature

SELLER:

KNOX COUNTY, TENNESSEE

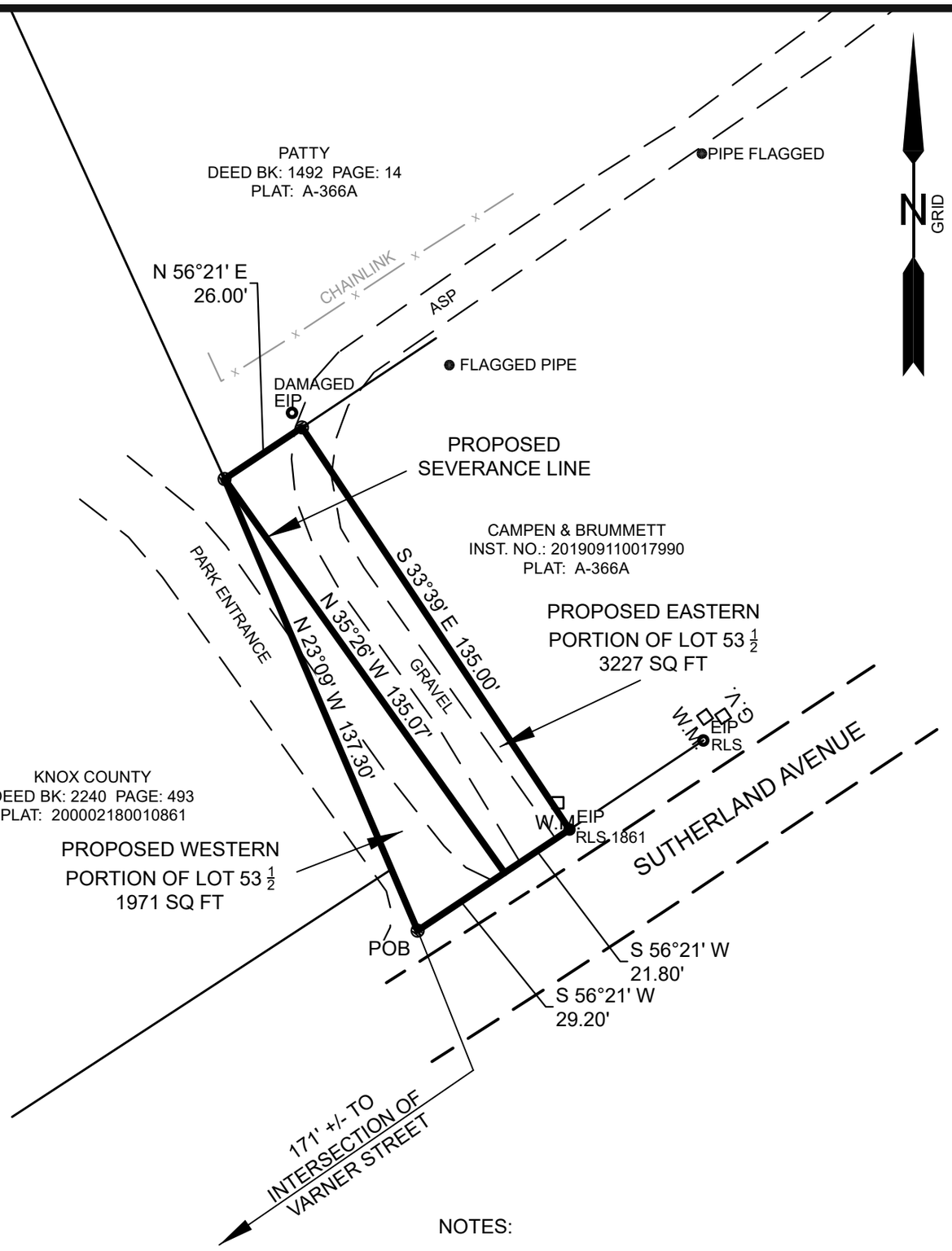
BY: _____
Glenn Jacobs
Knox County Mayor

APPROVED AS TO LEGAL FORM:

Contract No. _____

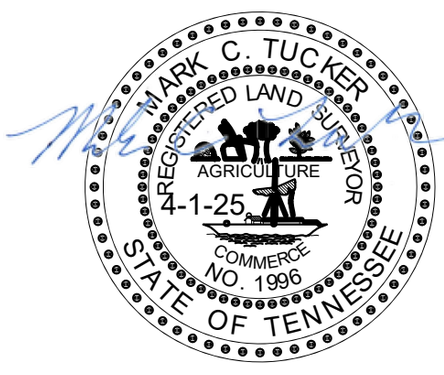
BY: _____ Date: _____
Knox County Law Director's Office

Exhibit A



NOTES:

1) THE PURPOSE OF THIS MAP IS TO SHOW EXISTING CONDITIONS OF SUBJECT PARCEL AND PROVIDE A METES AND BOUNDS DESCRIPTION FOR POSSIBLE PROPERTY TRANSFER.



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-03-07

0 40 80 120

EXHIBIT OF PROPOSED DIVISION OF LOT 53 1/2

DOLL, MYNDERSE & BROWNLEE'S 5TH ADD. TO KNOXVILLE

ADDRESS

0 SUTHERLAND AVE

CLT MAP: 108A GROUP "E"
PARCEL: 20 WARD: 24 BLOCK: 24105
CITY OF KNOXVILLE, TN

DEED BOOK: 1938 PAGE: 833
PLAT NO.: A-366A

SURVEYED BY
ROBERT G. CAMPBELL & ASSOC., L.P.

DATE	SCALE	PROJECT NUMBER
3/31/2025	1"=40'	24237

24237_EXHIBIT.dwg EXHIBIT 4/1/2025 07:46:43 1:1

Legal Description

Doll, Mynderse & Brownlee's 5th Addition to Knoxville
Eastern portion of Lot 53 ½

SITUATED in the Fifth (5) Civil District of Knox County, Tennessee, within the 24th Ward of the City of Knoxville city Block 24105, Tennessee, and being more particularly described as follows:

Beginning at a point located on the northern right-of-way of Sutherland Avenue, said point being approximately 200.20 feet in a northeasterly direction from the intersection of Varner Street and Sutherland Ave; thence with the proposed western portion of Lot 53 ½ Doll, Mynderse & Brownlee's 5th Addition to Knoxville North 35 degrees 26 minutes West 135.07 feet to a point; thence with the southern right of way of a 10 foot alley ; North 56 degrees 21 minutes East 26.00 feet to a point; thence with the western line of Lot 53 Doll, Mynderse & Brownlee's 5th Addition to Knoxville South 33 degrees 39 minutes East 135.00 feet to an existing iron pin; thence following the northern right-of-way of Sutherland Ave South 56 degrees 21 minutes West 21.80 feet to a point; to the POINT OF BEGINNING containing 3227 square feet, more or less.

Being a portion of the property conveyed to Knox County by Warranty Deed from Howard Rabin, Trustee dated February 15, 1988 and recorded in Book 1938 Page 833 in the Knox County Register of Deeds Office, Knoxville, Tennessee.

From: rholmes@charter.net
To: Ben Sharbel; Robert Holmes; bholmes@charter.net
Subject: [External]Re: Sutherland Avenue lot appraisal
Date: Tuesday, July 1, 2025 9:22:27 PM
Attachments: image001.png
SA0KnoxCo - Commercial Lot Land Purchase and Sale Agreement $31.5k Jul 1 2025.pdf

---

Mr Sharbel,

Please accept this email as my Offer to purchase the Eastern portion of the vacant lot known as 0 Sutherland Ave, parcel 108AE020. Per the Appraisal dated Jun 26 2025 we are offering $31,500 full appraisal price with no earnest down to close by July 31 2025 or at a time before Aug 29 2025 that suits Knox County. Suggested title company is Crown Title or attorney/company chosen by Knox County.

If you prefer a detailed commercial lot/land purchase agreement please see attached 9 page TAR (Tenn Association of Realtors) form. Some paragraphs may not apply so some sections are left blank.

Please advise if you would like proof of funds or other info to present to Knox County Commission. Not sure when next meeting is but assume I do not need to be present.

Thank you very much!

Robert Holmes
Sutherland Partners LLC
525 W Morris Blvd Ste B
Morristown TN 37813

865-444-4061 office
423-231-1266 mobile
rholmes@charter.net

From: Ben Sharbel <Ben.Sharbel@knoxcounty.org>
Sent: Tuesday, July 1, 2025 5:06 PM
To: rholmes@charter.net <rholmes@charter.net>
Subject: Sutherland Avenue lot appraisal

Mr. Holmes,

Please see attached appraisal report. If you are in agreement and would like for me to work up a contract to present to County Commission, please send me an offer letter for the appraised

amount. If you have any questions, do not hesitate to let me know.

Thanks,
Ben

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement
Office: 865.215.5765
1000 N. Central Street, Suite 100
Knoxville, TN 37917
ben.sharbel@knoxcounty.org



https://knoxcounty.org/apps/solicitations/solicitations.php

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>>>CAUTION<<<

This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

To: Knox County Commission

From: Matt Myers, Knox County Procurement Division MFM

Date: August 4, 2025

Re: 0 Sutherland Avenue

The eastern portion of the property at 0 Sutherland Avenue is being recommended for disposition via the negotiated sale method. Furthermore, Mayor Jacobs and Chris Caldwell, CFO, approve of this disposition. The eastern portion of this lot is surplus and is being offered for sale to Sutherland Partners – Mr. Robert Holmes. Mr. Holmes has provided the County with a written offer of thirty-one thousand five hundred dollars ($31,500), equal to the property's appraised value.

This small parcel of land is approximately .13 of an acre. A portion of the property is part of the entrance to the County's John Tarleton Park. The divided property as surveyed by Robert Campbell & Associates is shown on Exhibit A to the sales contract. The eastern portion of the property to be sold is adjacent to property owned by Sutherland Properties (Mr. Holmes) at 2437 Sutherland Avenue (Parcel ID 108AE019) and 2433 Sutherland Avenue (Parcel ID 108AE018). Mr. Holmes desires to work with the City of Knoxville to close the alley that runs through the eastern portion of the County's property and through/behind his and other properties. Due to the fact that Mr. Holmes property is the only property directly adjoining the County's property and to allow him to properly work with the City of Knoxville to close the alley next to the County's entrance to John Tarleton, Sutherland Partners is the only reasonable buyer of the eastern portion of the County's property at 0 Sutherland Avenue.

Therefore, it is my opinion that this property should be disposed of by negotiated sale pursuant to the policies and procedures set forth in the Knox County Procurement Regulations.



0 Sutherland Ave

Knoxville - Knox County - KUB Geographic Information System

Printed: 8/4/2025 at 10:32:49 AM

0 50 100 200

ft

KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS ,WITH ALL FAULTS, and assumes all responsibility for the use thereof, and futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

RLA-17555 **R-25-8-901**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Jill Rosberg, LAW DEPARTMENT

Department: PROPERTY ASSESSOR

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Software License and Related Professional Services Agreement with Woolpert, Inc. for Appraisal Technology Integration to facilitate Knox County's discovery and appraisal of real estate and equalization of values.
(Property Assessor)

Attachments

Resolution

Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A SOFTWARE LICENSE AND RELATED PROFESSIONAL SERVICES AGREEMENT WITH WOOLPERT, INC. FOR APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE KNOX COUNTY'S DISCOVERY AND APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES.

RESOLUTION: **R-25-8-901**

REQUESTED BY: **PROPERTY ASSESSOR**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Property Assessor desires to engage the services of Woolpert, Inc. to provide Appraisal Technology Integration to facilitate Knox County's discovery and appraisal of real estate and equalization of values; and

WHEREAS, the proposed Software License and Related Professional Services Agreement sets forth the scope of services and other terms and conditions under which the Appraisal Techology Integration services will be provided by Woolpert, Inc.; and

WHEREAS, Knox County is authorized to enter into the Software License and Related Professional Services Agreement pursuant to the provisions of Tennessee Code Annotated Section 12-3-1205 regarding cooperative purchasing agreements.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Software License and Related Professional Services Agreement with Woolpert, Inc. for Appraisal Technology Integration to facilitate Knox County's discovery and appraisal of real estate and equalization of values is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Software License and Related Professional Services Agreement with Woolpert, Inc. for Appraisal Technology Integration to facilitate Knox County's discovery and appraisal of real estate and equalization of values shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

SOFTWARE LICENSE and RELATED PROFESSIONAL SERVICES AGREEMENT

APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE KNOX COUNTY, TN'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Woolpert, Inc. ("Woolpert" or "Supplier") an Ohio corporation having a principal place of business at 4454 Idea Center Blvd., Suite 100, Dayton, Ohio 45430 and Knox County, TN, City County Building, Suite 204, 400 Main Street, Knoxville, TN 37902 ("Customer"). Collectively, Supplier and Customer shall be known as the Parties.

RECITALS

WHEREAS Customer, pursuant to state law, is responsible for uniform and accurate real estate assessments according to fair market value, and

WHEREAS Customer has the desire to acquire and implement a number of technology-based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

WHEREAS Customer has instituted a performance plan for the discovery and valuation of new construction, scheduled appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring a time-consuming rollout period, and

WHEREAS Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, Board of Equalization and appeal related property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

WHEREAS Supplier is engaged in the business of developing and selling **CAMACloud® software**; including MobileAssessor®, and its desktop Administrative & Quality Control modules (hereinafter referred to as "Software"), and providing services with respect to the same, and

WHEREAS Supplier possesses the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1) **Term.** This Agreement, including the End User License Agreement ("EULA") attached hereto and incorporated herein by reference, and in which Customer shall be referred to as "Licensee", shall **commence on the Effective Date of this Agreement (page 7)** and **end on June 30, 2030** then automatically renew each subsequent year with annual maintenance and support running from July 1 through June 30 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term. The services hereunder shall be provided by Supplier in accordance with the following schedule:

   a) **Estimated Project Start:** beginning the later of 90 days after Supplier receives a fully executed copy of this Agreement; or, 60 days after Supplier receives the initial payment as referenced in Section 3)a)i).

   b) **Implementation:** beginning the later of 75 days after Supplier receives the initial payment as referenced in Section 3)a)i); or, within 75 days after Supplier receives remote access to Customer's CAMA system (Enterprise Assessment, Tyler-hosted API).

   c) **Delivery of Production Software and Training:** unless a later date is approved by Customer, training shall begin the later of 135 days after Supplier receives remote access to Customer's CAMA system; or, within 95 days after Customer approves of Software screen layouts presented by Supplier during the above referenced implementation period.

      i) Provided that Customer has provided Supplier with remote access to install Software on a server or virtual machine with **ODBC access to the CAMA database and read/write privileges to the photo storage directories within 21 days of Supplier's request**.

         (a) Each day after the above referenced remote access isn't provided to Supplier; then, Supplier may shift all delivery dates by one or more days, at Supplier's sole discretion.

   d) **Software Subscription, Hosting, Maintenance and Support:** beginning within 30 days after Supplier received remote access to Customer's CAMA system and ending at 11:59PM June 30, 2030, then automatically renew each July 1 through June 30 of each subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term.

2) **Scope of Services.** Supplier shall provide to Customer professional services regarding the provision, set-up, and implementation of Software for up to:

- **210,000 real property accounts/parcels** (including all real property types; i.e., residential, commercial, exempt, industrial, mixed use, etc.), and
- **26 Named User Devices** (CAMACloud® licensed devices not to exceed **15 iPads** + **11 desktop PC's**), and
  - **24-72 Floating Users,** broken down as follows;
    - MobileAssessor® = 23,
    - Administrative Console (49):
      - Appraisal Task Control = 1-11,
      - Quality Control = 1-11,
      - Reports = 1-11,
      - Field Tracking = 1-11,
      - Basic Settings = 1-5;
- and, training of Software on Customer hardware, including:

a) Field appraiser mobile devices (see section 2)c) for supported devices) loaded with Customer's technology-based resources including CAMA data, GIS data, and up to one street level photograph of each parcel.

Each of the CAMACloud® licensed devices can be operated in at least one or more combinations

of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Automated/Dynamic parcel visitation routing
- New construction field listing
- Updated street level photography
- Sales and market data validation
- Desktop review of properties via the admin console with streaming dashboards, Quality Control, Tracking, and Reporting modules
- Reappraisal data verification / collection
- Market areas statistical review and delineation notation
- Land and building values equalization review
- Reappraisal valuations final field review
- Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
- Appeals' field checks

b) **Upgrades included as part of this Agreement for MobileAssessor®:** Advanced Maps with EagleView integration.

c) Configuration assistance of up to **fifteen (15) Customer provided iPads** (supported models = 4G-5G cellular, "Air" or "Pro", with an A14 processor, or better; e.g., A15, M1, M2, M4, etc.). Hardware maintenance is not provided by Supplier and not covered by this Agreement.

d) Onsite, hands-on training of Customer in the use of Software, including the field appraisal functions and administrative management functions; not to exceed 2.5 days in total. Onsite training shall be in conducted in the following allotment(s):

   i) no more than one session containing 3 consecutive business days; and

   ii) no more than 30 Customer participants/trainees.

   Additional days of training can be purchased on an as-needed basis.

e) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential real property CAMA data-field mapping (see ii below), by Supplier for the duration of licensed use by Customer.

   i) Customer must provide CAMA data, GIS shapefiles, and subject matter experts related to Customer data, workflow, and business processes in a format and manner deemed acceptable by Supplier (e.g., Microsoft Access database, csv's, and/or SQL export; parcel boundaries shapefile, etc.). All such data provided by Customer shall remain the property of Customer, notwithstanding anything in this Agreement, including Exhibit "A", to the contrary.

   ii) Up to 200 read-only fields and 200 editable fields, across 20 CAMA tables or less (excluding lookup/reference tables). Each extra read-only field would require an additional $100 one-time fee plus $25/field/year in additional annual maintenance and support. Each extra editable field would require an additional $500 one-time fee plus $150/field/year in additional annual maintenance and support. Each extra CAMA table would require an additional $1,500 one-time fee plus $500 per CAMA table above 20, per year, in additional annual maintenance and support. If additional data or tables above

and beyond the included quantities listed above are requested by Customer, then Supplier may shift all delivery dates by one or more days, at Supplier's sole discretion.

f) Standard Maintenance and Support as described in this Agreement & the attached EULA. In the event of any conflict between the provisions of this Agreement and the EULA, the terms of this Agreement shall control.

- *Premium Support and Professional Services are available for an additional time and materials fee, or a discounted rate for longer term commitments. Some examples of premium services include analyses of Customer specific use cases by Supplier staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, (b) business process/requirements analysis, change management, and workflow optimization, and (c) appraisal analytics, consultation, and rates development. Onsite observations and findings shall be applied to Software training as applicable to the proper collection and incorporation of market data.*

Any professional services in excess of the amounts described in this Agreement shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

3) **License and Professional Fees for Software and/or Hardware and Initial Subscription Services.** All licensing and implementation services set forth in this Agreement shall be completed for a sum not to exceed **$119,128** (including SaaS fees through June 30, 2026) **plus $3,450 per mobile license granted in this Agreement** *(including any upgraded modules; reference Section 2) through 2)b) for license quantity and applicable upgrades)*.

a) All bills properly rendered shall be due within thirty (30) days of the receipt of the invoice.

i) The following shall be invoiced upon the due execution of this Agreement:

(1) 50% of Software License and Professional Fees = $67,475 ($134,950 * 0.50)

(2) 100% of Initial Subscription Services Fees = $35,928 (pro-rated SaaS / maintenance fees through 6/30/2026 – 8 months * 4,491 monthly rate)

(3) Hardware Services = $0

First installment of one-time fees not to exceed $103,403.

ii) The following shall be invoiced upon the CAMACloud® Synchronization Service being installed on Customer's server:

(1) 50% of Software License and Professional Fees = $67,475 ($134,950 * 0.50)

Final installment of one-time fees not to exceed $67,475.

b) Customer may add additional licenses after the execution of this Agreement under the following conditions:

(1) Customer requests a Purchase Order estimate/quote from Supplier,

(2) Customer provides purchase authorization via Purchase Order provided to Supplier,

(3) 100% of additional license fees are paid within 30 days of activation,

(a) additional mobile licenses can be purchased set at then current rates, each, and

(b) additional desktop administrative console licenses are $1,000 each.

c) Customer may add additional CAMACloud® modules after the execution of this Agreement under the following conditions:

(1) Customer requests a Purchase Order estimate/quote from Supplier,

(2) Customer provides purchase authorization via Purchase Order provided to Supplier,

(3) 100% of additional upgrades fees are paid within 30 days of activation,

(a) additional modules will be set at then current rates,

(b) additional upgrades will be set at then current rates.

d) If Customer determines that Supplier is not in compliance with the terms of this Agreement, Customer may suspend payments until Supplier is in compliance with the terms and conditions of this Agreement.

i) Full payment by Customer to Supplier shall be immediately due if the parties agree that Supplier was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer is accountable for, that interferes with Supplier's ability to successfully complete agreed upon services.

4) **Annual SaaS Fees: Hosting, Maintenance and Support for Software.** Customer shall pay Supplier annual SaaS Fees not to exceed **$40,950.00 plus $862.50 per mobile license.** In exchange for such fees, the Supplier shall provide the annual hosting, maintenance, and support of Software during the term of this Agreement; for which Customer will be entitled to all product updates that prevent or correct identified errors in Software (including revisions required due to third-party operating system or browser updates).

a) Annual SaaS fees (yearly hosting, maintenance and support fees) may increase to then current rates if Customer adds additional modules, switches CAMA systems, or upgrades after the execution of this Agreement as referenced in Sections 3)b) and 3)c).

b) There is no credit or refund in the one-time license fees if the quantity of mobile licenses or upgrades is decreased at any point in the future, but the annual maintenance and support fees shall decrease by the then applicable and respective maintenance rate(s) per removed license or upgrade, per year.

c) **Full (non-discounted and not pro-rated) annual maintenance begins July 1st of each year.**

i) Example: The 7/1/2025 – 6/30/2026 pro-rated and discounted SaaS Fees ("Initial Subscription Services") in the amount of $35,928 will be due as stipulated in Section 3 of this Agreement; then **$53,888 for the first full year shall be due by 7/31/2026** (for services running 7/1/2026 – 6/30/2027); then ~$53,888 for the second full year shall be due by 7/31/2027; then ~$53,888 for the third full year shall be due by 7/31/2028; then ~$53,888 for the fourth full year shall be due by 7/31/2029 for which maintenance and support (and all access to Software) shall terminate at the end of 6/30/2030 if Customer provided a sixty (60) day notice to cancel, else Software hosting, maintenance, support, and applicable fees shall continue for any extension of the Term.

(a) The tilde symbol (~) above is to represent an approximation of future annual amounts due while considering the following: the above amounts can increase or decrease based upon the then current, applicable, and respective number of licenses or upgrades added or removed after the execution of this Agreement, in accordance

with Sections 3 and 4; or, if in the event of no upgrades then the annual maintenance amounts may increase by an amount not to exceed 4.45% from one year to the next.

d) Supplier will provide standard support services on Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within three (3) business days. However, Supplier cannot guarantee response times for those inquiries requiring substantial research or if Customer does not provide sufficient details or reproduction steps.

e) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.

5) **Reimbursement of Expenses.** Supplier shall be responsible for all direct expenses of Supplier with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above-described hours/days/licenses shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

6) **Mutual Mediation Clause.** Upon demand by either party, the parties agree to mediate any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to the determination of the scope or applicability of this agreement to mediate. This clause shall not prevent either party from initiating any claim or suit, but if exercised by a party, both parties agree to stay any litigation for a reasonable time pending the mediation. If either party chooses to exercise this right to demand mediation, then, by doing so, that party shall also consent and agree to toll any limitations periods applicable to any claims that the other party may have against the party demanding mediation, such that all applicable limitations periods shall be extended by the same number of days as the period of time from when the demand for mediation was first placed into the mail or otherwise actually communicated to the other party, until the day on which mediation is completed ("Mediation Delay"); and the party demanding mediation shall waive all defenses based on statutes of limitations where litigation is actually commenced within an amount of time from the date that the statute of limitations would have otherwise run equal to the length of the Mediation Delay.

7) **Non-Waiver by Parties.** No act or omission of any party shall be construed as constituting or implying a waiver by such party of any default hereunder or of any breach or non-observance of the provisions hereof on the part or the other party or as a surrender of any of the rights of such party resulting therefrom, unless expressly consented to in writing by the party waiving such right.

8) **Confidentiality.** The parties agree to hold each party's confidential information in strict confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions each party employs with respect to its own confidential information); unless disclosing-party of confidential information authorizes disclosure in writing. Customer shall not be in breach of this Agreement, including Exhibit "A", in the event Customer is required by law, court order or enforceable subpoena to turn over any information, software or other data that is otherwise confidential hereunder. Provided however Customer will give Supplier written notice within twenty-four hours of Customer's receipt of any request, order or subpoena to allow Supplier to seek whatever protections it deems advisable against such disclosure.

9) **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such

unenforceable, illegal or invalid provisions had never been contained herein.

10) **Amendments.** This Agreement may not be modified or changed in any respect whatsoever except by written amendment signed by each party.

11) **Designated Representative.** Any notice that must be given under the present Agreement must be communicated in writing at the following addresses:

Person in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements on behalf of Supplier or Customer:

Woolpert: Daniel T. Anderson *
E-mail: daniel.anderson@woolpert.com *
*or then current Data Cloud Solutions' Practice Leader,
Copy to: jon.downey@woolpert.com

Customer: Phil Ballard**
Email: Phil.Ballard@knoxcounty.org**
**or then current Property Assessor

12) **Entire Agreement.** The present Agreement, attached Schedules, and/or Purchase Orders constitutes the full and complete understanding and agreement of Supplier and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement may be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: __[_____]_____

ACCEPTED BY:	ACCEPTED BY:
Woolpert, Inc.	Knox County, TN
Authorized Signature	Name
Market Leader	
Title	Title

Contract No.: 25-483

APPROVED AS TO LEGAL FORM

7-23-25

Knox County Law Director's Date

EXHIBIT "A"
End User License Agreement

1 DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Floating User" means the number of undesignated concurrent users specified in this Agreement (or any subsequent and mutually agreeable Purchase Order or amendment related thereto), who may simultaneously access and use the Licensed Software via Named User-Devices, subject to the license granted herein.

1.3 "Named User-Device" means the number of users specified in this Agreement (or any subsequent and mutually agreeable Purchase Order or amendment related thereto), who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4 "Licensed Software" means the proprietary software of Data Cloud Solutions, a Woolpert Company ("Woolpert", "Woolpert, Inc."), in object-code (end-user interface) format only; for such Software that is identified in the recitals of this Agreement (or any subsequent and mutually agreeable Purchase Order or amendment related thereto).

1.5 "Business Unit" means the specific municipal division (e.g., real estate assessment) or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

2 PURCHASE ORDERS.

2.1 Licensee may issue to Data Cloud Solutions, a Woolpert Company ("Woolpert", "Woolpert, Inc.") written Purchase Orders identifying the Licensed Software and services Licensee desires to obtain from Woolpert (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that a quote/estimate be generated by Woolpert for each Purchase Order Licensee intends to issue to Woolpert. Woolpert shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. Woolpert may reject a Purchase Order that does not meet the conditions described above by promptly providing to Licensee a written explanation of the reasons for such rejection. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3 LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, Woolpert hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named User-Devices specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with Woolpert, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or

to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by Woolpert. Licensee acknowledges and agrees that the License is restricted to official Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database Objects of Licenses Software. Licensee agrees that the database objects created by Woolpert and its architecture are key components of Licensed Software that is also being licensed concurrently with this Agreement. The database objects may be subject to copyright protection by Woolpert. Licensee acknowledges that any alteration of the database objects – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with Woolpert is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the License Software database and/or Customer's CAMA database, and that Woolpert can no longer warrant the accuracy of the data or the above referenced databases. Licensee shall not permit any third party or third-party software product to access the Licenses Software database objects except with the prior written consent of Woolpert.

4 SERVICES.

4.1 Professional Services. Woolpert shall provide professional services ("Services") as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, Woolpert personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. Woolpert shall provide maintenance and support services ("Maintenance") as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to within 3 business days for standard inquiries and 10 business hours for emergency inquiries from the time the call was placed or 5 business hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay Woolpert the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

5 SUSPENSION OF SaaS DUE TO NON-PAYMENT.

5.1 In consideration for the License and the Services and Maintenance to be provided by Woolpert, Licensee shall pay the Annual SaaS Fees as indicated in Section 4 of the Agreement. Licensee shall pay these fees within thirty (30) days of the receipt of the invoice, unless otherwise stipulated in this Agreement. Licensee agrees that the SaaS CAMACloud® applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit Woolpert to deny Licensee access to those aspects of the Software until full payment for all amounts owing are paid in full.

6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by Woolpert to Licensee (the "Proprietary Information") are confidential and that Woolpert has and will have exclusive Intellectual Property Rights in such Proprietary Information. Notwithstanding the foregoing, Woolpert understands and agrees that Licensee is subject to its state's Open Records Act. Woolpert further understands that information which Woolpert considers or treats as confidential may be made public or disclosed to members of the public, if such disclosure is required by law.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of Woolpert's Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of Woolpert. Except as otherwise expressly set forth in any Purchase Order or this Agreement, Woolpert shall own all right, title, and interest in and to all Deliverables that are written or created by Woolpert personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other

deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to Woolpert. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.4 Except as required or prohibited by law, Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of Woolpert confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Except as required or prohibited by law, demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5 Woolpert agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. Woolpert agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to Woolpert's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement and by law.

6.6 The provisions of this Section 6 apply to the Licensed Software as originally delivered by Woolpert and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7 To the extent that Licensee is authorized by law to do so, Licensee agrees to assist Woolpert in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with Woolpert in any litigation that Woolpert determines is reasonably necessary to protect the Proprietary Rights.

6.8 The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages. Woolpert further agrees that, to the extent that any disclosure of information is required by law, or the concealing of information is prohibited by law, including information of any type considered under this Agreement to be confidential, Woolpert shall not be entitled to any damages or other legal or equitable relief whatsoever.

7 INDEMNITY.

7.1 Woolpert will indemnify and defend Licensee, at Woolpert's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies Woolpert in writing of any such claim; (ii) gives Woolpert full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with Woolpert in the defense of such claims, including providing adequate assistance and information. Woolpert shall keep Licensee informed of, and consult with Licensee in connection with the progress of such litigation or settlement. Woolpert may not settle any Claim unless it unconditionally releases Licensee of all liability. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Woolpert's prior written consent.

7.2 This indemnity does not apply to, and Woolpert will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than Woolpert unless approved in writing by Woolpert; (ii) modifications made by Woolpert at Licensee's request in compliance

with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in Woolpert's reasonable opinion is likely to arise, Woolpert may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to Woolpert, Woolpert may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF WOOLPERT AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELECTUAL PROPERTY RIGHTS VIOLATIONS.

8 WARRANTY AND LIMITATION OF LIABILITY.

8.1 Woolpert warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. WOOLPERT MAKES NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. WOOLPERT DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WOOLPERT HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

9 TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise stipulated in the Agreement. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, Woolpert may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to Woolpert that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay Woolpert all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. Woolpert acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to Woolpert of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by Woolpert prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to Woolpert, including all non-refundable amounts.

10 MISCELLANEOUS.

10.1 Except for Customer's obligation to pay Woolpert, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of Woolpert, and (ii) Woolpert may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 Woolpert and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5

This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of Woolpert and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter by furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to Woolpert shall be sent to: Data Cloud Solutions, a Woolpert Company, 1730 N. Limestone St., Springfield, OH 45503.

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.

RLA-17601 **R-25-8-908**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving receipt of a donation of approximately $6,000.00 from Food City for coffee service at six (6) Knox County Senior Centers for the period of September 1, 2025 through August 31, 2026. (No local match required) **(TO BE ADDED)**
(Veterans & Senior Services)

Attachments

Resolution

Letter of Donation

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING RECEIPT OF A DONATION OF APPROXIMATELY $6,000.00 FROM FOOD CITY FOR COFFEE SERVICE AT SIX (6) KNOX COUNTY SENIOR CENTERS FOR THE PERIOD OF SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-8-908**

REQUESTED BY: **VETERANS & SENIOR SERVICES**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Food City desires to donate approximately $6,000.00 for coffee service at six (6) Knox County Senior Center locations over the period of September 1, 2025 through August 31, 2026; and

WHEREAS, Knox County desires to accept this generous donation for the benefit of the Knox County Senior Centers.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Commission of Knox County hereby authorizes the acceptance of a donation of approximately $6,000.00 from Food City for coffee service at six (6) Knox County Senior Centers for the period of September 1, 2025 through August 31, 2026.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents which may be required to signify acceptance of the donation by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

K-VA-T Food Stores, Inc. | Corporate Support Center
1 Food City Circle (24210) | PO Box 1158 | Abingdon, VA 24212
276.623.5100

Date: August 7, 2025

From: Food City, Betsi James
6305 Lonas Drive Sute 201
Knoxville, TN 37909

To: Knox County Senior Centers

To whom it may concern,

Food City is excited and honored to sponsor the coffee bars and the six locations of the Knox County Senior Centers. Starting in September 2025 we will sponsor with gift cards given quarterly, averaging $500.00 a month.

We are excited for this partnership.

Thank you,

Betsi James
Knoxville Division
Special Events

RLA-17597 **R-25-8-101**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the Knox County Sheriff's Office and United States Immigration and Customs Enforcement.
(Commissioners Fox and Lee)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, HONORING THE KNOX COUNTY SHERIFF'S OFFICE AND UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT.

RESOLUTION: R-25-8-101

REQUESTED BY: COMMISSIONER FOX
COMMISSIONER LEE

PREPARED BY: COMMISSIONER FOX

APPROVED AS TO FORM AND CORRECTNESS_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, the Knox County Sheriff's Office has faithfully participated in the U.S. Immigration and Customs Enforcement (ICE) 287(g) program since 2017, making Knox County one of the first counties in Tennessee to participate in this program that deputizes local law enforcement to assist in the identification and detention of people residing in the United States in violation of immigration laws, who are arrested on criminal charges; and

WHEREAS, as of July 2025 Knox County is now one of 20 Tennessee counties participating in this voluntary partnership between ICE and Tennessee sheriff's offices; and

WHEREAS, Knox County's Roger D. Wilson Detention Facility operated by the Knox County Sheriff's Office has become a regional hub for immigration detainees, housing detainees from across East Tennessee and booking nearly 400 immigration detainees in April 2025 alone, which is an increase from 66 in October 2024 and 163 in January 2025; and

WHEREAS, the Knox County Sheriff's Office and ICE personnel have performed their duties with professionalism and courage in the face of rising detainee numbers and potential dangers particularly as national civil unrest, such as the riots in Los Angeles earlier this year, underscore the challenges faced by law enforcement in maintaining public safety; and

WHEREAS, the Knox County Commission recognizes that the 287(g) program enhances public safety by ensuring that individuals arrested for criminal offenses are screened for immigration status and processed accordingly; and

WHEREAS, the Knox County Commission recognizes that immigrants residing in the United States in violation of United States immigration law have committed crimes in Knox County that resulted in the deaths of Knox County citizens such as Pierce Kennedy Corcoran; and

WHEREAS, as President Trump's administration enforces United States immigration law rigorously, the Knox County Commission seeks to affirm its support for the Knox County Sheriff's Office and ICE in their critical roles of prioritizing the removal of those in Knox County who are residing in the United States in violation of US immigration law, including those who are violating the general criminal laws of the State of Tennessee.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby commends the United States Immigration and Customs Enforcement (ICE) and the Knox County Sheriff's Office for their tireless efforts and dedication in managing the significant increase in immigration detainees, ensuring public safety under challenging and often dangerous circumstances.

The Commission expresses its gratitude for the Sheriff's Office's commitment to the 287(g) program and its role as a regional hub, processing nearly 400 detainees in April 2025, demonstrating exceptional operational capacity.

BE IT FURTHER RESOLVED, that the Commission urges continued collaboration between the Knox County Sheriff's Office, ICE, and other federal and state agencies to uphold public safety and enforce immigration laws.

BE IT FURTHER RESOLVED, that a suitable copy of this Resolution be presented to the Knox County Sheriff's Office, the ICE Field Office, and the Tennessee Congressional Delegation.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-17602 **R-25-8-102**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring Sheriff Tom Spangler for receiving the Courageous Lion Award from the Tennessee Sheriffs' Association. **(TO BE ADDED)**

(Commissioners Oster and Frazier)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, HONORING SHERIFF TOM SPANGLER FOR RECEIVING THE COURAGEOUS LION AWARD FROM THE TENNESSEE SHERIFFS' ASSOCIATION.

RESOLUTION: **R-25-8-102**

REQUESTED BY: **COMMISSIONERS OSTER AND FRAZIER**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Tennessee Sheriffs' Association recently awarded Knox County Sheriff Tom Spangler the Courageous Lion Award, a prestigious recognition honoring individuals demonstrating exceptional dedication and service in the field of law enforcement; and

WHEREAS, the Courageous Lion Award recognized Sheriff Spangler's unwavering dedication to law enforcement, exceptional commitment to the safety and well-being of our community, and commitment to serving on the P.O.S.T. Commission throughout his tenure, even during his cancer diagnosis and treatment; and

WHEREAS, the Executive Director of the Tennessee Sheriffs' Association lauded Sheriff Spangler for being a natural leader who always supports the law enforcement profession and answers the call for help from other agencies needing resources and for his determination and commitment being proven and displayed in his service before self; and

WHEREAS, in receiving this award, Sheriff Spangler was also recognized for always emphasizing the importance of building strong relationships within our community and fostering collaboration among law enforcement agencies across the state of Tennessee; and

WHEREAS, the Commission wishes to commend Sheriff Spangler for his courage, leadership, and unwavering commitment to law enforcement and community safety.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby honors Knox County Sheriff Tom Spangler upon the occasion of his receipt of the Courageous Lion Award from the Tennessee Sheriffs' Association and, on behalf of the citizens of Knox County, applauds his distinguished service and dedication to law enforcement and the safety and well-being of Knox County.

BE IT FURTHER RESOLVED, that this Resolution be presented to Sheriff Spangler as a token of the Commission's respect and appreciation.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-17585 **28.**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of the closure of the unimproved Hayes Road right of way located south of parcel ID 130 175 and north of parcel IDs 130 17601/17602. *(Commissioner Hill)*

Attachments

Hayes Rd ROW Closure Packet

Exhibit

Mailed to Mu l cp md
//203 Ep_l b Qs k k gr
U_w

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Environment and Planning • Operations

Notice of Request to Close Road/Right of Way

Date:	Monday, August 4, 2025
Name of Road/ROW:	Unimproved Hayes Road Right of Way
Location of Road/ROW:	N of Outlet Dr, S of Laster Farms Way, Commission District 6
Length of Road/ROW:	Approximately 670 feet
Reason for Request:	Right of way has been unused since the Outlet Drive Extension Project around the year 2010; Approved development plans for 11425 Grand Summit Way have the northern half of this unused ROW being part of the developments internal private street system.
Closure Representative:	Benjamin C. Mullins, Attorney and Jason Hunt

The closure of this right of way will be discussed in the Main Assembly Room of the City-County Building during the Optional Agenda Review meeting on **Monday, August 18, 2025 at 3:00 p.m**. We would encourage you to attend this meeting, in the event questions are posed. A public hearing will be held later in the same assembly room as part of the County Commission Meeting. The date is **Monday, August 25, 2025 at 5:00 p.m**. The closure representative should be present at this meeting and be prepared to speak in the event questions are posed.

The property owners are required to furnish a survey to Knox County Engineering and Public Works showing the boundaries of the right of way to be abandoned and the boundaries of the lots of the person to whom the right of way is to be transferred as they will exist after the right of way is closed as requested. A metes and bounds paragraph description of the area being closed is also required. These documents can be submitted before or after the Commission Meetings. They must be submitted prior to preparation of the Quit Claim Deed.

Sincerely,

Jim Snowden, P.E.
Senior Director

205 West Baxter Avenue • Knoxville, TN 37917 • 865-215-5800

Mailed to the parcels adjoining the proposed closure extent

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Environment and Planning • Operations

Notice of Request to Close Road/Right of Way

Date:	Monday, August 4, 2025
Name of Road/ROW:	Unimproved Hayes Road Right of Way
Location of Road/ROW:	N of Outlet Dr, S of Laster Farms Way, Commission District 6
Length of Road/ROW:	Approximately 670 feet
Reason for Request:	Right of way has been unused since the Outlet Drive Extension Project around the year 2010; Approved development plans for 11425 Grand Summit Way have the northern half of this unused ROW being part of the developments internal private street system.
Closure Representative:	Benjamin C. Mullins, Attorney and Jason Hunt

County Commissioner Terry Hill will be sponsoring the following right of way closure request at the August 2025 County Commission meeting:

"Consideration of the closure of the unimproved Hayes Road right of way located south of parcel 130 175 and north of parcels 130 17601/17602."

This area has not been used for access for over fifteen years. If closed, this area will be transferred to the adjoining parcels.

The closure of this right of way will be discussed in the Main Assembly Room of the City-County Building during the Optional Agenda Review meeting on **Monday, August 18, 2025 at 3:00 p.m**. This meeting is open to the public. A public hearing will be held later in the same assembly room as part of the County Commission Meeting. The date is **Monday, August 25, 2025 at 5:00 p.m**. You have the right to attend, observe, and provide public comments at these meetings.

Sincerely,

Jim Snowden, P.E.
Senior Director

205 West Baxter Avenue • Knoxville, TN 37917 • 865-215-5800

Erin Kelbly

From: Benjamin C. Mullins <bmullins@fmsllp.com>
Sent: Friday, August 1, 2025 2:27 PM
To: Erin Kelbly; row closures
Cc: Terry Hill; Jim Snowden; Steve Elliott; Jason Hunt; Mirza Somun
Subject: [External]RE: [External]RE: [External]RE: [External]RE: [External]RE: [External]RE: [External] RE: [External]ROW closure for Venture at Laster Farms 2-B-25-UR
Attachments: Ease Hayes Road Closure (signed).pdf; 08012025.pdf

Erin,

Please allow this email to serve as the property owner's formal request to close the right of way commonly known as E Hayes Rd. which is between 11425 Grand Summit Way and 11470 Outlet Dr. This ROW intersects with Outlet Dr. approximately 550 feet east of Outlet Dr's intersection with Snyder Rd. The length and width of the right-of-way to be closed is designed more fully in the attached survey and legal description prepared by Cannon & Cannon.

The reason for the request is that this ROW does not appear to be utilized and will likely never be utilized. Approved development plans for 11425 Grand Summit Way have the northern half of this unused ROW being part of the developments internal private street system.

Jason Hunt and I will be the representatives of the owner at any Work Session or other meeting.

We have been unable to obtain signatures of the two southern property owners, but they have also not informed us that they oppose the ROW closure. I suspect that they do not know there is unused ROW that abuts their property. Regardless, we would propose that the entirety of the ROW be transferred over to Candy Lasiter. If that is not possible, then the northern half of the ROW should be transferred to Candy Lasiter and the southern property owners should obtain the southern half of the ROW that abuts their property.

Finally, I understand that Commissioner Terry Hill is sponsoring this application for closure.

Please confirm that this information is received, is complete, and that we will be on the August Commission agenda for closure. Please let me know the times for any work sessions, etc., and if you need additional information.

Benjamin C. Mullins *Attorney*

FRANTZ MCCONNELL & SEYMOUR LLP FMS
established 1902
client-centric & committed to success

550 W. Main Street, Suite 500 | Knoxville, Tennessee 37902
phone: **865.546.9321** | *fax:* **865.637.5249** | *email:* **bmullins@fmsllp.com**

Authentisign ID: 4E0BC21E-DE6E-F011-8DCA-00224822F75A

Right of Way Closure Canvass Form

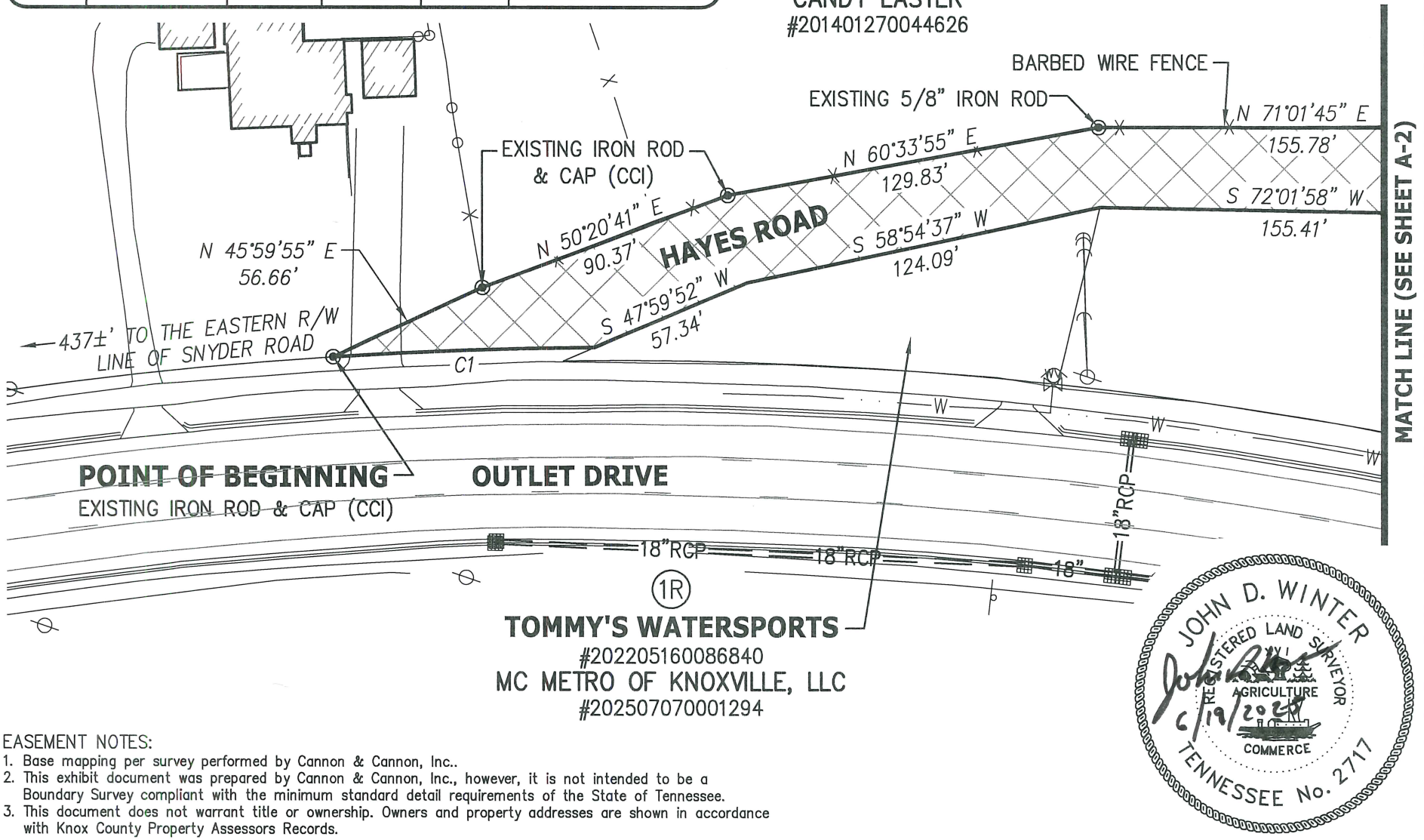
All owners and holders of option on property abutting the proposed closure must sign the list below and express their opinion about this closure. A map showing the location and addresses of these properties must accompany this application.

Name, Address, Phone Number	Signature	Agree	Disagree
Candy Laster 865-919-4792 11471 Outlet Drive, Knoxville, TN 37932	Authentisign Candy Laster 08/01/25	X	
MC Metro of Knoxville LLC 11470 Outlet Dr	unable to obtain signature		
Alsharif Ahmad and Vivian Abbas 0 outlot Dr.	unable to obtain signature		

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	TANGENT	LENGTH	CHORD
C1	003°29'28"	1477.40'	45.02'	90.02'	S 68°55'03" W 90.00'

TN STATE PLANE
NAD 83 (2011)
GEOID 18



JOHN D. WINTER
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
6/19/2025
TENNESSEE No. 2717

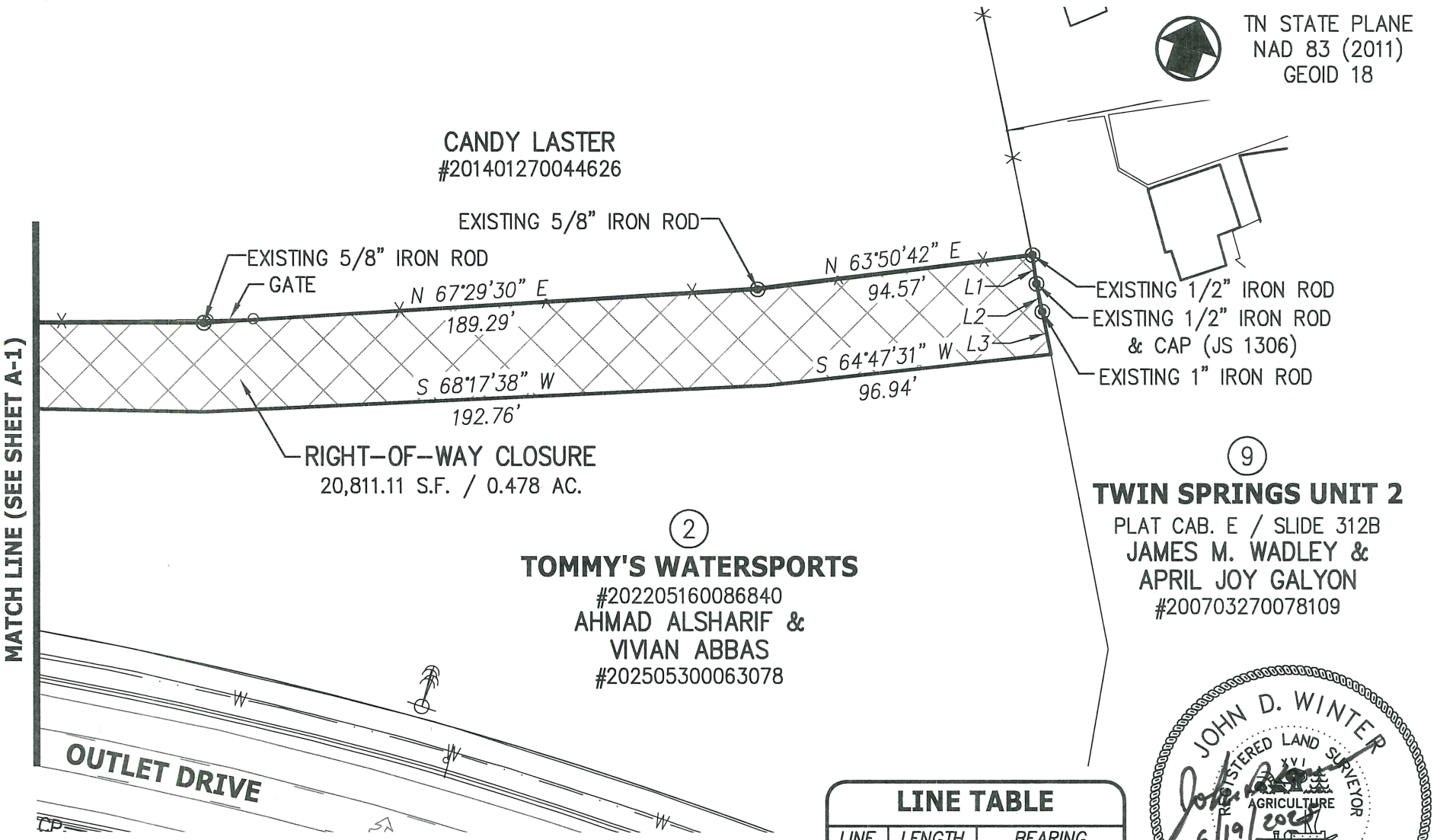
EASEMENT NOTES:
1. Base mapping per survey performed by Cannon & Cannon, Inc..
2. This exhibit document was prepared by Cannon & Cannon, Inc., however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

CANNON & CANNON INC
10025 Investment Drive, Suite 120
Knoxville, TN 37932
865.670.8555
www.cci-corp.com

EXHIBIT "A-1"
HAYES ROAD RIGHT-OF-WAY CLOSURE
DISTRICT 6, KNOX COUNTY, TN
KNOXVILLE, TENNESSEE 37932

County of	Knox	State of	Tennessee
Tax Map No.	130	Parcel No.	N/A
Deed Book:	N/A	Page:	N/A
District	6	Ward	N/A
City Block	N/A		
Scale:	1" = 50'	Date:	6/19/2025

CCI# 01781-0000



LINE TABLE		
LINE	LENGTH	BEARING
L1	9.97'	S 26°47'37" E
L2	9.82'	S 30°29'25" E
L3	14.96'	S 30°10'52" E

JOHN D. WINTER
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
6/19/2025
TENNESSEE No. 2717

EASEMENT NOTES:
1. Base mapping per survey performed by Cannon & Cannon, Inc..
2. This exhibit document was prepared by Cannon & Cannon, Inc., however, it is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
3. This document does not warrant title or ownership. Owners and property addresses are shown in accordance with Knox County Property Assessors Records.

CANNON & CANNON INC
10025 Investment Drive, Suite 120
Knoxville, TN 37932
865.670.8555
www.cci-corp.com

EXHIBIT "A-2"
HAYES ROAD RIGHT-OF-WAY CLOSURE
DISTRICT 6, KNOX COUNTY, TN
KNOXVILLE, TENNESSEE 37932

County of	Knox	State of	Tennessee
Tax Map No.	130	Parcel No.	N/A
Deed Book:	N/A	Page:	N/A
District	6	Ward	N/A
City Block	N/A		
Scale:	1" = 50'	Date:	6/19/2025

CCI# 01781-0000

EXHIBIT "B"

LEGAL DESCRIPTION
HAYES ROAD CLOSURE

Situated in the Sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville and being the portion of the existing Hayes Road right-of-way proposed for closure, said area of closure being more particularly described as follows:

RIGHT-OF-WAY CLOSURE

BEGINNING on an existing iron rod and cap (CCI) in the northern right-of-way line of Outlet Drive, corner to Candy Laster (Instrument Number 201401270044626), said point being located 437.00 feet, more or less, from the eastern right-of-way line of Snyder Road;

Thence leaving the northern right-of-way line of Outlet Drive and with the southeastern line of Laster, the following six (6) calls:

1. N 45° 59' 55" E, 56.66 feet to an existing iron rod and cap (CCI);

2. N 50° 20' 41" E, 90.37 feet to an existing iron rod and cap (CCI);

3. N 60° 33' 55" E, 129.83 feet to an existing 5/8 inch iron rod;

4. N 71° 01' 45" E, 155.78 feet to an existing 5/8 inch iron rod;

5. N 67° 29' 30" E, 189.29 feet to an existing 5/8 inch iron rod;

6. N 63° 50' 42" E, 94.57 feet to an existing 1/2 inch iron rod in the southwestern line of James M. Wadley and April Joy Galyon (Instrument Number 200703270078109);

Thence leaving the southeastern line of Laster and with the southwestern line of Wadley and Galyon, the following three (3) calls:

1. S 26° 47' 37" E, 9.97 feet to an existing 1/2 inch iron rod;

2. S 30° 29' 25" E, 9.82 feet to an existing 1/2 inch iron rod and cap (JS 1306);

3. S 30° 10' 52" E, 14.96 feet to an existing 1 inch iron rod in the southwestern line of Wadley and Galyon, corner to Ahmad Alsharif and Vivian Abbas (Instrument Number 202505300063078);

Thence leaving the southwestern line of Wadley and Galyon, and with the northern line of Alsharif and Abbas, the following three (3) calls:

1. S 64° 47' 31" W, 96.94 feet to a point;

2. S 68° 17' 38" W, 192.76 feet to a point;

3. S 72° 01' 58" W, 155.41 feet to a point, corner to MC Metro of Knoxville, LLC (Instrument Number 202507070001294);

Thence with the northern line of MC Metro of Knoxville, LLC, the following two (2) calls:

1. S 58° 54' 37" W, 124.09 feet to a point;

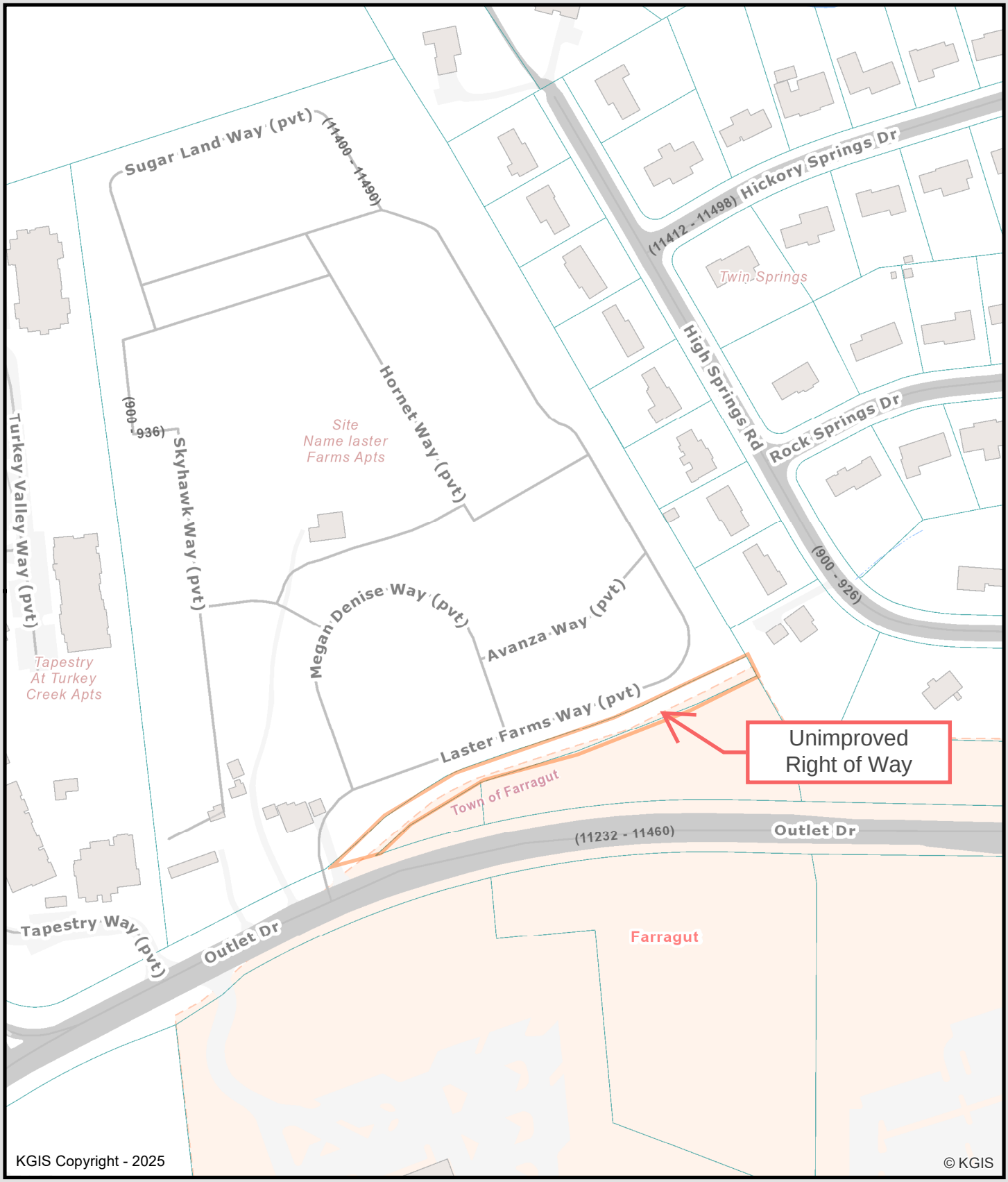
2. S 47° 59' 52" W, 57.34 feet to a point in the northern right-of-way line of Outlet Drive;

Thence leaving the northern line of MC Metro of Knoxville, LLC, and with the northern right-of-way line of Outlet Drive, with a curve to the left, having a radius of 1,477.40 feet and a chord of S 68° 55' 03" W, 90.00 feet to the Point of **BEGINNING**;

Containing 20,811.11 square feet, or 0.478 acres, more or less.

This description, as depicted by Exhibits "A-1", "A-2", was prepared by Cannon & Cannon, Inc., 10025 Investment Drive, Suite 120, Knoxville, Tennessee 37932, dated June 19, 2025. Reference CCI project number 01781-0000.





Request to Close Unimproved Right of Way

Formerly Hayes Road

Knoxville - Knox County - KUB Geographic Information System

Printed: 7/23/2025 at 10:06:31 AM

0 100 200 400

ft

KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS ,WITH ALL FAULTS, and assumes all responsibility for the use thereof, and futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

RLA-17593 **29.**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of the closure of an unnamed Right-of-Way that was the original alignment of Hoyle Beals Drive, situated between Middlebrook Pike and the relocated Hoyle Beals Drive, Commission District 6.
(Engineering and Public Works)

Attachments

Revised ROW Closure Original Hoyle Beals

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Environment and Planning • Operations

Notice of Request to Close Road/Right-of-Way

Date:	August 4, 2025
Name of Road:	Unnamed ROW (original alignment of Hoyle Beals Drive)
Location of Road:	Between Middlebrook Pike and relocated Hoyle Beals Drive, Commission District 6
Length of Road:	Approximately 460 feet
Reason for Request:	To consolidate property since Schaad Companies, LLC owns both sides of the right-of-way
Closure Representative:	David Harbin, P.E. Batson, Himes, Norvell & Poe on behalf of Patrick Schaad of Schaad Companies, LLC P.O. Box 51058 Knoxville, TN 37958-1058

The closure of this right of way was approved by Knox County Commission on June 23, 2025. The closure request is being reheard at the August 28, 2025, meeting to revise the ownership information for the property to be **Schaad Companies, LLC** (formerly Ocho Company G.P).

The closure of this right of way will be discussed in the Main Assembly Room of the City-County Building during the Optional Agenda Review meeting on **Monday, August 18, 2025 at 3:00 p.m**. We would encourage you to attend this meeting, in the event questions are posed. A public hearing will be held later in the same assembly room as part of the County Commission Meeting. The date is **Monday, August 25, 2025 at 5:00 p.m**. The closure representative should be present at this meeting and be prepared to speak in the event questions are posed.

Sincerely,

Jim Snowden, P.E.
Senior Director

205 West Baxter Avenue • Knoxville, TN 37917 • 865-215-5800

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
Phone: (865) 588-6472
Fax: (865) 588-6473

July 22, 2025

Jim Snowden Director, Knox County Engineering

RE: Holye Beals Drive

Dear Mr. Snowden:

Schaad Companies, LLC is requesting a right-of-way closure for the "Original Holye Beals Drive" as shown on the attached survey. The length of the closure is approximately 460 feet by 50 feet between Middlebrook Pike and relocated Hoyle Beals Drive.

The purpose of this closure is to consolidate property since Schaad Companies, LLC owns both sides of the right-of-way.

Patrick Schaad of Schaad Companies, LLC is requesting this action. His contact information is as follows:

P.O. Box 51058
Knoxville, TN 37958-1058
Phone (865)637-2674
pschaad@schaadcompanies.com

As the surveyor, I will be representing Mr. Schaad at the commission meetings.

David Harbin P.E.
Batson, Himes, Norvell & Poe
4334 Papermill Dr
Knoxville, Tn 37909
Phone (865)588-6472
harbin@bhn-p.com

We ask that this request be placed on theAugust County Commission Meeting.

Sincerely,

David Harbin P.E.
Batson, Himes, Norvell & Poe
4334 Papermill Dr
Knoxville, Tn 37909

RLA-17564 **30.**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Line Item Transfers - Total amount of $235,646.77.
(Finance)

Attachments

Line Items

F426

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: 8-1-25

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1310110	518900	Finance & Administration Full Time	13,441.41
		TOTAL	$ 13,441.41

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1310210	518900	Pub Wrks Const/Maint Full Time	13,441.41
		TOTAL	$ 13,441.41

JUSTIFICATION/EXPLANATION:
Moving salary funding from one ORG to another to cover difference.

Approved: _____ County Mayor — Date: 8/14/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 8/1/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

FY26

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: 6-12-25

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1310110	518900	Environment & Planning Full Time Reg	222,205.36
		TOTAL	$ 222,205.36

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1310210	518900	Pub Wrks Const/Maint Full Time Reg	164,226.14
1310220	518900	Traffic Engineering Full Time Reg	57,979.22
		TOTAL	$ 222,205.36

JUSTIFICATION/EXPLANATION:
Moving funding between ORG's due to reorganization. FY26

Approved: _____ County Mayor — Date: 8/14/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 7/31/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

RLA-17565 **31.**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Budget Amendments - Total amount of $531,394.75.
(Finance)

Attachments

Budget Amendments

ADOPTED BUDGETS FOR 2024-2025 AND REVISIONS

GJ#	PURPOSE	AMOUNT	FUND TOTAL	
101 --- ADOPTED BUDGET FOR GENERAL FUND 101				
1-1942	2025 Budget	231,114,555.00		
2-1985	Designations	5,658,000.00		
1-1940	Reappropriating Encumbrances from FY24	1,385,575.03		
2-1136	Estimate & Appropriate Organized Retail Crime	608.00		
2-1140	Estimate & Appropriate Organized Retail Crime Evidence	960.00		
2-2139	Estimate & Appropriate Organized Retail Crime	20,000.00		
3-733	Liquidated Finance Contract - Paid Unencumbered	(168.75)		
4-674	Estimate & Appropriate Organized Retail Crime	2,684.41		
4-678	Estimate & Appropriate Theft	5,000.00		
4-685	Estimate & Appropriate Theft Evidence	11,541.00		
5-123	Liquidated Finance Contract - Paid Unencumbered	(2,964.49)		
5-125	Liquidated Finance Contract - Paid Unencumbered	(44,614.19)		
5-129	Liquidated Finance Contract - Paid Unencumbered	(1,140.00)		
8-1119	Liquidated Finance Contract - Paid Unencumbered	(9,699.83)		
8-1444	Estimate & Appropriate from Fund Balance for UT Extension	74,000.00		
11-1719	Liquidated Finance Contract - Paid Unencumbered	(3,103.18)		
11-1721	Liquidated Finance Contract - Paid Unencumbered	(37,001.17)		
11-1725	Liquidated Finance Contract - Paid Unencumbered	(100,000.00)		
12-1370	Liquidated Finance Contract - Paid Unencumbered	(739.00)		
12-1524	Liquidated Finance Contract - Paid Unencumbered	(254.09)	238,073,238.74	*
12-2789	Estimate & Appropriate Tech Fees for Criminal Court	120,044.49		
12-2890	Estimate & Appropriate Tech Fees for Chancery/Probate Court	8,268.50	128,312.99	
			238,201,551.73	
128 --- ADOPTED BUDGET FOR AIR QUAILTY FUND 128				
1-1942	2025 Budget	160,000.00		
1-1940	Reappropriating Encumbrances from FY24	1,550.00	161,550.00	*
12-2786	Estimate & Appropriate Title V Fees	117,153.69		
12-2787	Estimate & Appropriate Permit Fees	155,928.07	273,081.76	
			434,631.76	
141 --- ADOPTED BUDGET FOR GENERAL PURPOSE SCHOOLS FUND 141				
1-1942	2025 Budget	675,860,000.00		
1-1940	Reappropriating Encumbrances from FY24	1,131,467.24		
1-120	Designations	2,719,102.00		
1-1985	Designations	15,000.00		
1-2048	Liquated Purchase Order	(3,264.30)		
2-1616	Budget Amendment	3,461,000.00		
3-45	Estimate & Appropriate Transfer for CIP for FY25	17,500,000.00		
3-2211	Correction to above entry ($17.5 million)	(7,500,000.00)		
9-1796	Designations - Textbooks	9,968,434.02		
10-1711	Designations - Rocky Hill Portable	625,000.00	703,776,738.96	*
12-2264	Designations - Summer Learning	130,000.00	130,000.00	
			703,906,738.96	

***County Commission has already approved.**

RLA-17598 **32.**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

Information

CAPTION

Spread of Record the Knox County Mayor's Order reappointing Kelly Barger to the Hallsdale-Powell Utility District Board of Commissioners.
(County Mayor)

Attachments

Order of the Mayor

ORDER OF THE KNOX COUNTY MAYOR
APPOINTING UTILITY DISTRICT COMMISSIONER

IN RE:	)
	)
COMMISSIONER APPOINTMENT	)
FOR THE HALLSDALE-POWELL	)
UTILITY DISTRICT OF KNOX	)
COUNTY, TENNESSEE	)

Upon certification by the Board of Commissioners of the Hallsdale-Powell Utility District of Knox County, Tennessee, certifying an upcoming vacancy on said Board of Commissioners by the expiration of the term of Kelly Barger, and certifying a list of three names nominated for appointment to fill such vacancy in accordance with T.C.A. § 7-82-307(a);

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

(a) That Kelly Barger is hereby reappointed to the Board of Commissioners of the Hallsdale-Powell Utility District of Knox County, Tennessee, to serve a four (4) year term commencing on September 14, 2025. Kelly Barger took the oath of office on August 4, 2025, a copy of which is attached hereto as Exhibit A.

(b) That a copy of this Order shall be entered into the minutes of the Knox County Commission as required by T.C.A. § 7-82-307(a)(4), and that a certified copy of this Order shall be provided to the Hallsdale-Powell Utility District Board of Commissioners and the appointee as required by T.C.A. § 7-82-307(a)(4).

(c) That this Order shall be kept by the Knox County Clerk as a permanent record of Knox County, and the Knox County Clerk shall issue certified copies of this Order as shall be requested.

ENTERED this 5th day of August, 2025.

GLENN JACOBS
KNOX COUNTY MAYOR

Oath of Office
of
Hallsdale-Powell Utility District of Knox County

I, Kelly Barger, do solemnly swear that I will execute the duties of the office of HALLSDALE-POWELL UTILITY DISTRICT COMMISSIONER of Knox County, Tennessee to which I have been appointed and which I am about to assume, without prejudice, partiality, or favor to the best of my skill and ability. I further swear that I will support the Constitution of the State of Tennessee and the Constitution of the United States, so help me God.

KELLY BARGER

Subscribed and sworn to before me this 4th day of August, 2025.

GLENN JACOBS
Knox County Mayor

EXHIBIT
A

RLA-17521 **33.**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Spread of Record Travel of the 2025 National Association of Counties (NACO) Annual Legislative Conference.
(Commissioner Durrett)

Attachments

Travel - NACo

KNOX COUNTY/KNOX COUNTY SCHOOLS
Travel Expense Reimbursement/Summary

T05597

Trip/Check Req #

TERS form eff. 2/1/2021

Note:Hover mouse over red triangles to review additional information

Traveler's Name	Courtney Durrett	Department/School	Knox County Commission
Address	5311 Jacksboro Pike	Destination	Philadelphia, PA
Address		Time/Date Out	7/10/2025
City/St/zip	Knoxville, TN 37918	Time/Date Return	7/15/2025
Vendor #			

Charge To: split if more than one

Org Code	Obj Code	Amount
1010910	535500	

There are exceptions granted on this request (detailed page 3) for amount or type of expense

check if true [ ]

There are items on this request (detailed page 3) that require pre-authorization

check if true [X]

Purpose of travel: 2025 NACO Annual Conference

For out of town travel

Total expense of One Trip/One person	3,239.43	auto calc from sheet B
Less Prepaid Expenses, Less Exp paid by other employees, Plus Expenses Paid for other Employees	2514.38	auto calc from sheet B
Total Reimbursement Requested	725.05	auto calc from sheet B

OR

For In-Town daily mileage reimbursement

Total Reimbursement Requested	0	auto calc from sheet B

Date 8/13/25 Traveler Courtney Durrett

Date 8·13·25 Authorized Drucilla Stills

RLA-17587 **R-25-8-110**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the resignation of Michelle Hollenhead (District 5 seat) from the Knox County Library Advisory Board and appointing Becky Hofseth to complete the unfulfilled term of Ms. Hollenhead on the Library Advisory Board, which term expires July 1, 2026.
(Commissioner Russell)

Attachments

Resolution

Resume - Becky Hofseth

Resignation Letter - Michelle Hollenhead

Public Notice

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE ACCEPTING THE RESIGNATION OF MICHELLE HOLLENHEAD (DISTRICT 5 SEAT) FROM THE KNOX COUNTY LIBRARY ADVISORY BOARD AND APPOINTING BECKY HOFSETH TO COMPLETE THE UNFULFILLED TERM OF MS. HOLLENHEAD ON THE LIBRARY ADVISORY BOARD, WHICH TERM EXPIRES JULY 1, 2026.

RESOLUTION: **R-25-8-110**

REQUESTED BY: **COMMISSIONER RUSSELL**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Section 46-31 *et seq.* of the Knox County Code provides for a nine member library advisory board with each member residing in the commission district which corresponds to his or her numbered seat on the Knox County Library Advisory Board (the "Library Advisory Board"); and

WHEREAS, Michelle Hollenhead who serves in the 5th Commission District seat has resigned as a member of the Library Advisory Board, leaving an unfulfilled term expiring July 1, 2026; and

WHEREAS, the Knox County Commission conducted an open and transparent process for the purpose of filling this vacancy on the Library Advisory Board, including publishing notice of the vacancy in a newspaper of general circulation and interviewing candidates interested in serving on the Library Advisory Board at a duly noticed public meeting; and

WHEREAS, the Knox County Commission desires to fill this vacancy on the Library Advisory Board.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby accepts the resignation of Michelle Hollenhead from the Knox County Library Advisory Board.

BE IT FURTHER RESOLVED, that the Commission hereby appoints Becky Hofseth to the 5th Commission District seat on the Knox County Library Advisory Board to complete the unfulfilled term of Michelle Hollenhead, which term expires on July 1, 2026.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

D5

BECKY HOFSETH

[redacted]

BACKGROUND

My appreciation for the local library extends back to childhood days. Books were delicious sweets, and the library a free candy store. During my 26 years as a pioneer homeschooler, library books were a key part of our curriculum and a place of exploration for our brood of seven. To this day, walking into a library is an invitation to learn and be enriched.

EXPERIENCED PROJECT MANAGER/ORGANIZER

Intergenerational Coordinator of Catch Healthy Habits	2014-2018
Owner/Trainer/Health Coach at The Garden Workout	2016-2022
Children's Ministry Director	2011-2015
Homeschool Support Group Leader/Curriculum Writer	1985-2008

EXPERIENCED COMMUNICATOR

Instructor, Livestrong Program for Cancer Survivors	2018-2020
Nutrition Educator, Healthy Habits Workshops for Adults	2018-2020
Instructor, "Taste and See" Whole Grain Cooking Classes	1995-2022
Instructor, Adult and Children's Group Fitness Classe	2007-2020

EDUCATION

Bachelor's Degree, Grand Canyon University, Interdisciplinary Studies, summa cum laude

AWARDS AND CERTIFICATIONS

- Personal Trainer of the Year, YMCA of San Diego County
- AFAA Certified Personal Trainer
- AFAA Certified Group Fitness Instructor
- Certified Health Coach, Dr. Sears Wellness Institute

RECEIVED
JUL 14 2025
KNOX COUNTY
COMMISSION

Drucilla Stills

From: Angela Russell
Sent: Wednesday, July 9, 2025 4:44 PM
To: Drucilla Stills
Subject: Fw: [External]Re: [External]Resignation from Library Board

Drucilla,
The resignation email is below. Please let me know how to proceed.
Thank you,
Angela Russell, District 5

On Jul 8, 2025, at 8:09 PM, Angela Russell <Angela.Russell@knoxcounty.org> wrote:

> Ms. Hollenhead,
> I am sorry to hear about your family issues. I pray those will come to a good resolution.
> Thank you for your service and for the notice.
> Best wishes,
> Angela Russell, District 5
> Get Outlook for iOS

From: Michelle Hollenhead <michellehollenhead@icloud.com>
Sent: Tuesday, July 8, 2025 3:46:11 PM
To: Angela Russell <Angela.Russell@knoxcounty.org>
Subject: [External]Resignation from Library Board
Good afternoon Mrs. Russell.
I am writing to notify you that I am resigning my post on the Knox County Library Board, effective immediately, due to family issues impacting my availability.
Your predecessor appointed me to the Board and I have been happy to serve my community in this capacity.
Sincerely,
Michelle Hollenhead
>>>CAUTION<<<
This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.
This message, including any attachments, is for the sole use of the intended recipient(s) and may contain personal, private, or confidential information as defined by Tennessee and/or federal law. If you are not the intended recipient, please contact the sender and destroy all copies of the original message. If you cannot reach the person who sent this message to you, please provide only your name and contact information to the Knox County Privacy Officer at privacy@knoxcounty.org . Knox County is not responsible for errors or omissions in this message. Any personal comments made do not necessarily represent the views of Knox County.

>>>CAUTION<<<
This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.

RECEIVED
JUL 09 2025
KNOX COUNTY
COMMISSION

Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
Suite 603, City-County Bldg
Knoxville, TN 37902

tel (865) 215-2534
fax (865) 215-2038
commission@knoxcounty.org

NOTICE

TO: MEMBERS OF THE KNOX COUNTY COMMISSION
DEPARTMENTS, AGENCIES, AND NEWS MEDIA

FROM: COMMISSIONER GINA OSTER, MADAM CHAIR

DATE: JULY 28, 2025

The Knox County Commission shall receive resumes from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for ***Commission Districts 5 and 8,*** to serve unfulfilled terms expiring July 1, 2026. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City-County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2038
E-mail: commission@knoxcounty.org

The Knox County Commission shall interview candidates during the Optional Agenda Review Meeting on Monday, August, 18, 2025 at 3:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, August 25, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The Knoxville Focus
www.knoxfocus.com
4109 Central Avenue Pike | Knoxville TN 37912
686-9970 Office | 686-9966 Fax

Affidavit of Publication

Type of Advertisement: PUBLIC NOTICE

Docket No.: RECEIVING RESUMES UNTIL 8/13/25
FOR LIBRARY ADVISORY BOARD

Case of: KNOX CO COMMISSION

STATE OF TENNESSEE
County of Knox

Comes the Affiant, Chase Clemmer, and having been duly sworn deposes and states:

I, Chase Clemmer, of Knox County and having been duly authorized to do so on behalf of The Knoxville Focus, a "newspaper of general circulation" circulated to Knox County, and that the advertising notice, of which a copy is attached hereto, was published in said newspaper on the following dates:

7/28/2025

7/28/2025 Chase Clemmer

Date Signature

Sworn to and subscribed before me this 28th DAY OF JULY, 2025.

Notary Public: Ruthie H. Akers

RUTHIE H. AKERS
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 9-29-2027
KNOX COUNTY

The Knoxville Focus
P.O. Box 18377
4109 Central Avenue Pike
Knoxville, TN 37912

PUBLIC NOTICE

The Knox County Commission shall receive resumes from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for **Commission Districts 5 and 8**, to serve unfulfilled terms expiring July 1, 2026. **Candidates must reside in the district for which they are applying.** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:00 p.m. to:

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The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, August 25, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

LEGAL & PUBLIC NOTICES

NOTICE TO CREDITORS

ESTATE OF NORMA JEAN CARDWELL
DOCKET NUMBER 31195-1

Notice is hereby given that on the 10th day of JULY, 2025, Letters Testamentary in respect of the Estate of NORMA JEAN CARDWELL, who died on April 21, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 10th day of JULY, 2025.

ESTATE OF NORMA JEAN CARDWELL

PERSONAL REPRESENTATIVE(S)
GARY SMITH
7520 LA BARRINGTON BLVD.
POWELL, TN 37849

JERRY M. MARTIN, ATTORNEY
112 GLENLEIGH CT., STE. 1
KNOXVILLE, TN 37934

NOTICE TO CREDITORS

ESTATE OF DAVID PAUL DINWIDDIE
DOCKET NUMBER 31150-3

Notice is hereby given that on the 3 day of JULY, 2025, letters testamentary in respect of the Estate of DAVID PAUL DINWIDDIE, who died Aug. 19, 2024, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of this first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 3 day of JULY, 2025.

ESTATE OF DAVID PAUL DINWIDDIE

PERSONAL REPRESENTATIVE(S)
VIRGINIA DINWIDDIE, EXECUTRIX
3100 PRICE AVENUE
KNOXVILLE, TN 37920

NOTICE TO CREDITORS

ESTATE OF DORIS W. FRAZIER
DOCKET NUMBER 31153-8

Notice is hereby given that on the 3 day of JULY, 2025, letters testamentary in respect of the Estate of DORIS W. FRAZIER, who died May 2, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of this first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 3 day of JULY, 2025.

ESTATE OF DORIS W. FRAZIER

PERSONAL REPRESENTATIVE(S)
PATRICIA S. DOAN, CO-EXECUTRIX
905 TREHAVEN DRIVE
KNOXVILLE, TN 37912

ANNE P. HAM, CO-EXECUTRIX
6905 WHEELER ROAD
LOUISVILLE, TN 37777

NOTICE TO CREDITORS

ESTATE OF CHESTER WILLIAM GIDEON
DOCKET NUMBER 31168-3

Notice is hereby given that on the 3 day of JULY, 2025, letters testamentary in respect of the Estate of CHESTER WILLIAM GIDEON, who died April 12, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of this first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 3 day of JULY, 2025.

ESTATE OF CHESTER WILLIAM GIDEON

PERSONAL REPRESENTATIVE(S)
CHAD WILLIAM GIDEON, EXECUTOR
413 YOUNG HIGH PIKE
KNOXVILLE, TN 37920

NOTICE TO CREDITORS

ESTATE OF ELVETTA SUE HAWKINS
DOCKET NUMBER 31193-1

Notice is hereby given that on the 24th day of JULY, 2025, Letters Testamentary in respect of the Estate of ELVETTA SUE HAWKINS, who died on February 17, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk and Master of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 24th day of JULY, 2025.

ESTATE OF ELVETTA SUE HAWKINS

PERSONAL REPRESENTATIVE(S)
JACQUELINE E. WEAVER
5843 FAIRHILL LANE
KNOXVILLE, TN 37918

JANE KAUFMAN JONES, ATTORNEY
6517 KINGSTON PIKE
KNOXVILLE, TN 37919

NOTICE TO CREDITORS

ESTATE OF JAMES BOBBY "J.B." HOLLINGSWORTH
DOCKET NUMBER 30981-3

Notice is hereby given that on the 18th day of JULY, 2025, Letters Testamentary in respect of the Estate of JAMES BOBBY "J.B." HOLLINGSWORTH, who died on the 22nd day of March 2025, were issued to the undersigned by the Chancery Court of Knox County, Tennessee, Probate Division, All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of the Notice to Creditors at least sixty (60) days before the date that is four (4) months from the date of first publication (or posting); or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication (or posting) as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 18th day of JULY, 2025.

ESTATE OF JAMES BOBBY "J.B." HOLLINGSWORTH

PERSONAL REPRESENTATIVE(S)
MARY LAVERNE HOLLINGSWORTH

LEIGH COWDEN, ATTORNEY
416 HIGH STREET
MARYVILLE, TN 37804

NOTICE TO CREDITORS

ESTATE OF VICKIE A. HORNER
DOCKET NUMBER 31154-1

Notice is hereby given that on the 16th day of JULY, 2025, Letters Administration in respect of the Estate of VICKIE A. HORNER, who died February 24, 2025, were issued to all of the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 16th day of JULY, 2025.

ESTATE OF VICKIE A. HORNER

PERSONAL REPRESENTATIVE(S)
CHRISTOPHER P. HATCHER

TOM R. RAMSEY, III, ATTORNEY
550 W. MAIN STREET, SUITE 310
KNOXVILLE, TN 37902

NOTICE TO CREDITORS

ESTATE OF LISA MICHELLE LACKEY
DOCKET NUMBER 31093-3

Notice is hereby given that on the 3 day of JULY, 2025, Letters Administration in respect of the Estate of LISA MICHELLE LACKEY, who died Jan. 18, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of the notice to creditors at least sixty (60) days before the date that is four (4) months from the date of this first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 3 day of JULY, 2025.

ESTATE OF LISA MICHELLE LACKEY

PERSONAL REPRESENTATIVE(S)
HALEY ALEXIS SCARBROUGH
328 LYNHURST STREET
MORGANTOWN, WV 26501

MICHAEL BROWN, ATTORNEY
832 GEORGIA AVENUE, STE. 1200
CHATTANOOGA, TN 37402

NOTICE TO CREDITORS

ESTATE OF MARY LOU LONG
DOCKET NUMBER 31117-3

Notice is hereby given that on the 27 day of JUNE, 2025, letters administration in respect of the Estate of MARY LOU LONG, who died Nov. 22, 2024, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 27 day of JUNE, 2025.

ESTATE OF MARY LOU LONG

PERSONAL REPRESENTATIVE(S)
ANGEL LONG, ADMINISTRATIX
1204 DAYTON STREET
KNOXVILLE, TN 37921

NOTICE TO CREDITORS

ESTATE OF GWENLYN ELAINE MCCARTER
DOCKET NUMBER 31085-2

Notice is hereby given that on the 18th day of JULY, 2025, Letters of Testamentary in respect of the Estate of GWENLYN ELAINE MCCARTER, who died 02/28/2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first date of publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 18th day of JULY, 2025.

ESTATE OF GWENLYN ELAINE MCCARTER

PERSONAL REPRESENTATIVE(S)
CRAIG STEPHEN MCCARTER
696 GARFIELD ST.
ALCOA, TN 37701

DAVID M. ROWE
2218 MARTHA BERRY DR.
KNOXVILLE, TN 37918

RACHEL E. SANDERS, ATTORNEY
1248 DOWELL SPRINGS BLVD.
KNOXVILLE, TN 37909

NOTICE TO CREDITORS

ESTATE OF BONNIE BROOME MILES
DOCKET NUMBER 31123-1

Notice is hereby given that on the 17th day of JULY, 2025, Letters Testamentary or Letters of Administration as the case may be in respect of the Estate of BONNIE BROOME MILES, deceased, who died on the 31st day of March, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of such notice at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication or posting as described in (1)(A); or

(2) Twelve (12) months from decedent's date of death.

This the 17th day of JULY, 2025.

ESTATE OF BONNIE BROOME MILES

PERSONAL REPRESENTATIVE(S)
ELIZABETH FERRELL MILES
321 VALLEY AVENUE
KNOXVILLE, TN 37920

ROBERT W. GODWIN, ATTORNEY
4611 OLD BROADWAY
KNOXVILLE, TN 37919

NOTICE TO CREDITORS

ESTATE OF CAROLYN SMITH PHILLIPS
DOCKET NUMBER 31124-1

Notice is hereby given that on the 18th day of JULY, 2025, letters of administration in respect of the Estate of CAROLYN SMITH PHILLIPS, who died March 12, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 18th day of JULY, 2025.

ESTATE OF CAROLYN SMITH PHILLIPS

PERSONAL REPRESENTATIVE(S)
CONNIE PHILLIPS
9020 LANDON PARK WAY
POWELL, TN 37849

REBECCA BELL JENKINS, ATTORNEY
3724 KINGSTON PIKE, SUITE 301
KNOXVILLE, TN 37922

NOTICE TO CREDITORS

ESTATE OF ARTHUR E. RALL, JR.
DOCKET NUMBER 31143-3

Notice is hereby given that on the 24th day of JULY, 2025, letters testamentary to/ letters of administration or the case may be in respect of the Estate of ARTHUR E. RALL, JR., who died May 10, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 24th day of JULY, 2025.

ESTATE OF ARTHUR E. RALL, JR.

PERSONAL REPRESENTATIVE(S)
JOHN C. RALL

STUART L. CASSELL, ATTORNEY
707 MARKET STREET, SUITE 1
KNOXVILLE, TN 37902

NOTICE TO CREDITORS

ESTATE OF JANET LOUISE SCHMIDT
DOCKET NUMBER 31174-3

Notice is hereby given that on the 17th day of JULY, 2025, Letters Testamentary in respect of the Estate of JANET LOUISE SCHMIDT, who died Testate on April 5, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 17th day of JULY, 2025.

ESTATE OF JANET LOUISE SCHMIDT

PERSONAL REPRESENTATIVE(S)
LORI L. HAMPSON
921 KENESAW AVENUE
KNOXVILLE, TN 37919

DAVID H. LUHN, ATTORNEY
310 N. FOREST PARK BLVD.
KNOXVILLE, TN 37919

NOTICE TO CREDITORS

ESTATE OF JASON ERIC SMITH
DOCKET NUMBER 31167-2

Notice is hereby given that on the 16th day of JULY, 2025, letters of administration in respect to the Estate of JASON ERIC SMITH, who died on the 23rd day of February 2025, were issued to the undersigned by the Chancery Court, Probate Division of Knox County, Tennessee. All persons, resident and non-resident having claims, matured or unmatured against the estate are required to file same with the Clerk of the above-named court, on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 16th day of JULY, 2025.

ESTATE OF JASON ERIC SMITH

PERSONAL REPRESENTATIVE(S)
RITA P. ROSSON
314 GORBIN STREET
SUMMERTOWN, TN 38483

RONALD J. ATTANASIO, ATTORNEY
525 MARKET STREET, SUITE 700
KNOXVILLE, TN 37902

NOTICE TO CREDITORS

ESTATE OF JOE BERRY WALLEN
DOCKET NUMBER 31175-1

Notice is hereby given that on the 15th day of JULY, 2025, letters testamentary in respect of the Estate of JOE BERRY WALLEN, who died April 18, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 15th day of JULY, 2025.

ESTATE OF JOE BERRY WALLEN

PERSONAL REPRESENTATIVE(S)
MARTHA SWAIN WALLEN
2107 TOOLES BEND ROAD
KNOXVILLE, TN 37922

TERESA M. KLENK, ATTORNEY
765 BROOKVIEW CENTRE WAY, SUITE 304
KNOXVILLE, TN 37919

PUBLIC NOTICE

The Knox County Commission shall receive responses from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for Commissioner Districts 5 and 8, to serve unfulfilled terms expiring July 1, 2026. Candidates must reside in the District for which they are applying. Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:30 p.m. to:

Office of the Knox County Commission
Suite 602, City-County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2029
E-mail: commission@knoxcounty.org

The Knox County Commission shall interview candidates during the Optional Agenda Review Meeting on Monday, August 18, 2025 at 3:00 p.m. or the Main Assembly Room of the City-County Building, 400 West Main Street.

The Commission appointment shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, August 25, 2025 at 5:30 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

NOTICE TO CREDITORS

ESTATE OF JAMES ALEXANDER WHITE, SR.
DOCKET NUMBER 31161-2

Notice is hereby given that on the 3 day of JULY, 2025, letters testamentary in respect of the Estate of JAMES ALEXANDER WHITE, SR., who died April 30, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of this first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 3 day of JULY, 2025.

ESTATE OF JAMES ALEXANDER WHITE, SR.

PERSONAL REPRESENTATIVE(S)
ANDREW WHITE, CO-EXECUTRIX
1244 TANNER ROAD
KNOXVILLE, TN 37920

USA GOODMAN, CO-EXECUTRIX
3312 GOSE COVE LANE
KNOXVILLE, TN 37931

NOTICE TO CREDITORS

ESTATE OF VIVIAN BERNICE WILLINGHAM
DOCKET NUMBER 31095-1

Notice is hereby given that on the 27 day of JUNE, 2025, letters administration in respect of the Estate of VIVIAN BERNICE WILLINGHAM, who died March 21, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 27 day of JUNE, 2025.

ESTATE OF VIVIAN BERNICE WILLINGHAM

PERSONAL REPRESENTATIVE(S)
LARRY L. WILLINGHAM, ADMINISTRATOR
2831 LAY AVENUE
KNOXVILLE, TN 37914

You can reserve your legal or public notice by emailing Ruthie at legals@knoxfocus.com or calling (865) 686-9970.

Free Legal Advice clinic for Veterans is August 13

The next Veterans Legal Advice Clinic event will be held in person at the Knox County Public Defender's Office on August 13. Any veteran seeking legal help is encouraged to attend from 12:00 p.m. to 2:00 p.m.

In 2025, the clinics are held every other month: February 12, April 9, June 11, August 13, October 8 and December 10. There are no clinics scheduled for January, March, May, July, September, or November.

Veterans who are not able to attend the clinic in person are encouraged to continue to use the telephone clinic option. Preregistration is required for telephone clinic and veterans are asked to call Legal Aid of East Tennessee at (865)637-0434 to preregister.

This is a general advice clinic with a wide variety of legal issues, including family law, landlord/tenant, bankruptcy, criminal defense, consumer protection, contract disputes, child support, and personal injury, among other issues.

Please note: This is an advice-only clinic. Clients can expect legal advice, but no wills are drafted at this clinic nor legal work performed.

The Knox County Public Defender's Community Law Office is located at 1101 Liberty Street, Knoxville, TN 37919.

MISC. NOTICES

LEGAL SECTION 94

Knox County will receive bids for the following items and services:

Bid 1678, Floor Tile Installation Services, due 08/18/25

For additional information call 865-215-5777, stop by the Procurement Division, 1000 North Central St., Suite 100, Knoxville, TN 37917, or visit our website: www.knoxcounty.org/procurement. To bid on Knox County surplus items, go to www.govdeals.com.

PUBLIC NOTICE

To whom it may concern:

Admiral Communities Home Sale LLC is seeking to claim ownership of a mobile home located at 2709 Rifle Range Rd. Lot 12, Knoxville, TN 37918. The mobile home appears to be abandoned, and the last known occupant or owner is unknown or has not responded to contact attempts.

Any party who believes they have a legal claim of ownership or interest in this mobile home must contact Admiral Communities Home Sales LLC within 10 days of this notice's last publication. Failure to respond within this timeframe may result in the mobile home being declared abandoned and claimed by Admiral Communities Home Sales LLC under applicable Tennessee law.

To assert a claim or obtain more information, please contact:

Admiral Communities Home Sales LLC
Phone: 865-437-5009
Email: jaxn@admiralcommunities.com
Mail: PO Box 22284, Knoxville TN 37933

[redacted]

NOTICE OF LIEN SALE

The owners and/or lien holders of the following vehicles are hereby notified of their rights to pay all charges and reclaim said vehicles being held in the storage lot of A1 Express Tires & Wrecker Service. Failure to reclaim these vehicles will be deemed a waiver of all rights and titles along with consent to dispose of said vehicles at public auction held on AUGUST 18, 2025 at 10:00 AM at 11841 Chapman Hwy., Seymour, TN 37865.

07 HONDA VTX VIN# 1HFSC59X7A205753

LocaliQ
Tennessee
GANNETT

PO Box 631340 Cincinnati, OH 45263-1340

AFFIDAVIT OF PUBLICATION

Knox Co Commission Drucilla Stills
Drucilla Stills
Knox Co Commission
400 W Main ST # 603
Knoxville TN 37902-2494

STATE OF WISCONSIN, COUNTY OF BROWN

The Knoxville News-Sentinel, a daily newspaper published in the city of Knoxville, Knox County, State of Tennessee, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated and was published on the publicly accessible website:

07/28/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/28/2025

Legal Clerk

Notary, State of WI, County of Brown

5.19.27

My commission expires

Publication Cost:	$71.05	
Tax Amount:	$0.00	
Payment Cost:	$71.05	
Order No:	11495950	# of Copies:
Customer No:	1331794	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

The Knox County Commission shall receive resumes from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for **Commission Districts 5 and 8**, to serve unfulfilled terms expiring July 1, 2026. **Candidates must reside in the district for which they are applying**. Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City-County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2038
E-mail: commission@knoxcounty.org

The Knox County Commission shall interview candidates during the Optional Agenda Review Meeting on Monday, August, 18, 2025 at 3:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, August 25, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

Ad Preview

The Knox County Commission shall receive resumes from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for Commission Districts 5 and 8, to serve unfulfilled terms expiring July 1, 2026. Candidates must reside in the district for which they are applying. Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City-County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2038
E-mail: commission@knoxcounty.org

The Knox County Commission shall interview candidates during the Optional Agenda Review Meeting on Monday, August, 18, 2025 at 3:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, August 25, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

Bids & Proposals

MATERIAL AND EQUIPMENT, AND SERVICES NECESSARY TO FURNISH AND INSTALL A REPLACEMENT AIR HANDLER. ALL SHEET METAL WORK, MASONRY WORK, WALL WORK, PIPING, WIRING, TESTING, ETC. SHALL BE FURNISHED AND INSTALLED COMPLETE.

DRAWINGS AND SPECIFICATIONS MAY BE OBTAINED BY BIDDERS AT KNOXVILLE BLUE PRINT.
July 24, 28 2025
LOKR0338829

Govt Public Notices

The Knox County Commission shall receive resumes from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for Commission Districts 5 and 8, to serve unfulfilled terms expiring July 1, 2026. Candidates must reside in the district for which they are applying. Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City-County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2038
E-mail: commission@knoxcounty.org

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The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, August 25, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

Govt Public Notices

Public Notices

NOTICE OF SERVICE OF PROCESS BY PUBLICATION
STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

In the District Court Absolute Divorce Troy V. Gresham: Take notice that a pleading seeking relief against you has been filed in the above-entitled Absolute Divorce. The nature of the relief being sought is as follows: Seeking Absolute Divorce. You are required to make defense to such pleading not later than Aug 08, 2025 and upon your failure to do so the party seeking service against you will apply to the court for the relief sought.
This, the 13 day of July,2025
Kimberly Gresham
7115 City View Dr
Charlotte, NC 28212
July 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, August 1, 2, 3, 4, 5, 6 2025
LOKR0282604

Homes



Library Advisory Board Resumes

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RLA-17588 **R-25-8-111**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the resignation of Ms. Kyle Nahrebne (District 8 seat) from the Knox County Library Advisory Board and appointing _____ to complete the unfulfilled term of Ms. Nahrebne on the Library Advisory Board, which term expires July 1, 2026. **(DEFER TO SEPTEMBER AT REQUEST OF SPONSOR)** *(Commissioner Thompson)*

Attachments

Resolution

Resignation Letter - Ms. Kyle Nahrebne

Public Notice

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE ACCEPTING THE RESIGNATION OF MS. KYLE NAHREBNE (DISTRICT 8 SEAT) FROM THE KNOX COUNTY LIBRARY ADVISORY BOARD AND APPOINTING _____ TO COMPLETE THE UNFULFILLED TERM OF MS. NAHREBNE ON THE LIBRARY ADVISORY BOARD, WHICH TERM EXPIRES JULY 1, 2026.

RESOLUTION: **R-25-8-111**

REQUESTED BY: **COMMISSIONER THOMPSON**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Section 46-31 *et seq.* of the Knox County Code provides for a nine member library advisory board with each member residing in the commission district which corresponds to his or her numbered seat on the Knox County Library Advisory Board (the "Library Advisory Board"); and

WHEREAS, Ms. Kyle Nahrebne who serves in the 8th Commission District seat has resigned as a member of the Library Advisory Board, leaving an unfulfilled term expiring July 1, 2026; and

WHEREAS, the Knox County Commission conducted an open and transparent process for the purpose of filling this vacancy on the Library Advisory Board, including publishing notice of the vacancy in a newspaper of general circulation and interviewing candidates interested in serving on the Library Advisory Board at a duly noticed public meeting; and

WHEREAS, the Knox County Commission desires to fill this vacancy on the Library Advisory Board.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby accepts the resignation of Kyle Nahrebne from the Knox County Library Advisory Board.

BE IT FURTHER RESOLVED, that the Commission hereby appoints _____ to the 8th Commission District seat on the Knox County Library Advisory Board to complete the unfulfilled term of Kyle Nahrebne, which term expires on July 1, 2026.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Drucilla Stills

From: Adam Thompson
Sent: Thursday, July 10, 2025 10:07 AM
To: Drucilla Stills
Subject: Fw: [External]Library Advisory Board

Get Outlook for iOS

From: Kyle Nahrebne <starfire1141@verizon.net>
Sent: Friday, June 27, 2025 7:55 PM
To: Adam Thompson <Adam.Thompson@knoxcounty.org>
Cc: andrewdflores@gmail.com <andrewdflores@gmail.com>
Subject: [External]Library Advisory Board

Dear Commissioner Thompson,

This is to inform you that I am resigning as a member of the Knox County Library Advisory Board, effective July 1, 2025

While it has been my pleasure to serve on the board for the past number of years, I feel that given my recent election to the position of Vice Chair of the Knox County Republican Party that I will need to turn my focus to this new role.

I wish the organization the best for the future and regret any inconvenience my resignation may cause.

With regards,

Ms. Kyle Nahrebne

District 8

Cc: Andrew Flores, President, Knox County Library Advisory Board

>>>CAUTION<<<
This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.



Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
Suite 603, City-County Bldg
Knoxville, TN 37902

tel (865) 215-2534
fax (865) 215-2038
commission@knoxcounty.org

NOTICE

TO: MEMBERS OF THE KNOX COUNTY COMMISSION
DEPARTMENTS, AGENCIES, AND NEWS MEDIA

FROM: COMMISSIONER GINA OSTER, MADAM CHAIR

DATE: JULY 28, 2025

The Knox County Commission shall receive resumes from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for ***Commission Districts 5 and 8,*** to serve unfulfilled terms expiring July 1, 2026. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City-County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2038
E-mail: commission@knoxcounty.org

The Knox County Commission shall interview candidates during the Optional Agenda Review Meeting on Monday, August, 18, 2025 at 3:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, August 25, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The Knoxville Focus
www.knoxfocus.com
4109 Central Avenue Pike | Knoxville TN 37912
686-9970 Office | 686-9966 Fax

Affidavit of Publication

Type of Advertisement: PUBLIC NOTICE

Docket No.: RECEIVING RESUMES UNTIL 8/13/25
FOR LIBRARY ADVISORY BOARD

Case of: KNOX CO COMMISSION

STATE OF TENNESSEE
County of Knox

Comes the Affiant, Chase Clemmer, and having been duly sworn deposes and states:

I, Chase Clemmer, of Knox County and having been duly authorized to do so on behalf of The Knoxville Focus, a "newspaper of general circulation" circulated to Knox County, and that the advertising notice, of which a copy is attached hereto, was published in said newspaper on the following dates:

7/28/2025

7/28/2025 Chase Clemmer

Date Signature

Sworn to and subscribed before me this 28th DAY OF JULY, 2025.

Notary Public: Ruthie H. Akers

RUTHIE H. AKERS
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 9-29-2027
KNOX COUNTY

The Knoxville Focus
P.O. Box 18377
4109 Central Avenue Pike
Knoxville, TN 37912

PUBLIC NOTICE

The Knox County Commission shall receive resumes from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for **Commission Districts 5 and 8**, to serve unfulfilled terms expiring July 1, 2026. **Candidates must reside in the district for which they are applying.** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City-County Building
400 Main Street
Knoxville, TN 37902
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The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, August 25, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

LEGAL & PUBLIC NOTICES

NOTICE TO CREDITORS

ESTATE OF NORMA JEAN CARDWELL
DOCKET NUMBER 31195-1

Notice is hereby given that on the 10th day of JULY, 2025, Letters Testamentary in respect of the Estate of NORMA JEAN CARDWELL, who died on April 21, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 10th day of JULY, 2025.

ESTATE OF NORMA JEAN CARDWELL

PERSONAL REPRESENTATIVE(S)
GARY SMITH
7520 LA BARRINGTON BLVD.
POWELL, TN 37849

JERRY M. MARTIN, ATTORNEY
112 GLENLEIGH CT., STE. 1
KNOXVILLE, TN 37934

NOTICE TO CREDITORS

ESTATE OF DAVID PAUL DINWIDDIE
DOCKET NUMBER 31150-3

Notice is hereby given that on the 3 day of JULY, 2025, letters testamentary in respect of the Estate of DAVID PAUL DINWIDDIE, who died Aug. 19, 2024, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of this first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 3 day of JULY, 2025.

ESTATE OF DAVID PAUL DINWIDDIE

PERSONAL REPRESENTATIVE(S)
VIRGINIA DINWIDDIE, EXECUTRIX
3100 PRICE AVENUE
KNOXVILLE, TN 37920

NOTICE TO CREDITORS

ESTATE OF DORIS W. FRAZIER
DOCKET NUMBER 31153-8

Notice is hereby given that on the 3 day of JULY, 2025, letters testamentary in respect of the Estate of DORIS W. FRAZIER, who died May 2, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of this first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 3 day of JULY, 2025.

ESTATE OF DORIS W. FRAZIER

PERSONAL REPRESENTATIVE(S)
PATRICIA S. DOAN, CO-EXECUTRIX
905 TREHAVEN DRIVE
KNOXVILLE, TN 37912

ANNE P. HAM, CO-EXECUTRIX
6905 WHEELER ROAD
LOUISVILLE, TN 37777

NOTICE TO CREDITORS

ESTATE OF CHESTER WILLIAM GIDEON
DOCKET NUMBER 31168-3

Notice is hereby given that on the 3 day of JULY, 2025, letters testamentary in respect of the Estate of CHESTER WILLIAM GIDEON, who died April 12, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of this first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 3 day of JULY, 2025.

ESTATE OF CHESTER WILLIAM GIDEON

PERSONAL REPRESENTATIVE(S)
CHAD WILLIAM GIDEON, EXECUTOR
413 YOUNG HIGH PIKE
KNOXVILLE, TN 37920

NOTICE TO CREDITORS

ESTATE OF ELVETTA SUE HAWKINS
DOCKET NUMBER 31193-1

Notice is hereby given that on the 24th day of JULY, 2025, Letters Testamentary in respect of the Estate of ELVETTA SUE HAWKINS, who died on February 17, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk and Master of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 24th day of JULY, 2025.

ESTATE OF ELVETTA SUE HAWKINS

PERSONAL REPRESENTATIVE(S)
JACQUELINE E. WEAVER
5843 FAIRHILL LANE
KNOXVILLE, TN 37918

JANE KAUFMAN JONES, ATTORNEY
6517 KINGSTON PIKE
KNOXVILLE, TN 37919

NOTICE TO CREDITORS

ESTATE OF JAMES BOBBY "J.B." HOLLINGSWORTH
DOCKET NUMBER 30981-3

Notice is hereby given that on the 18th day of JULY, 2025, Letters Testamentary in respect of the Estate of JAMES BOBBY "J.B." HOLLINGSWORTH, who died on the 22nd day of March 2025, were issued to the undersigned by the Chancery Court of Knox County, Tennessee, Probate Division, All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of the Notice to Creditors at least sixty (60) days before the date that is four (4) months from the date of first publication (or posting); or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication (or posting) as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 18th day of JULY, 2025.

ESTATE OF JAMES BOBBY "J.B." HOLLINGSWORTH

PERSONAL REPRESENTATIVE(S)
MARY LAVERNE HOLLINGSWORTH

LEIGH COWDEN, ATTORNEY
416 HIGH STREET
MARYVILLE, TN 37804

NOTICE TO CREDITORS

ESTATE OF VICKIE A. HORNER
DOCKET NUMBER 31154-1

Notice is hereby given that on the 16th day of JULY, 2025, Letters Administration in respect of the Estate of VICKIE A. HORNER, who died February 24, 2025, were issued to all of the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 16th day of JULY, 2025.

ESTATE OF VICKIE A. HORNER

PERSONAL REPRESENTATIVE(S)
CHRISTOPHER P. HATCHER

TOM R. RAMSEY, III, ATTORNEY
550 W. MAIN STREET, SUITE 310
KNOXVILLE, TN 37902

NOTICE TO CREDITORS

ESTATE OF LISA MICHELLE LACKEY
DOCKET NUMBER 31093-3

Notice is hereby given that on the 3 day of JULY, 2025, Letters Administration in respect of the Estate of LISA MICHELLE LACKEY, who died Jan. 18, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of the notice to creditors at least sixty (60) days before the date that is four (4) months from the date of this first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 3 day of JULY, 2025.

ESTATE OF LISA MICHELLE LACKEY

PERSONAL REPRESENTATIVE(S)
HALEY ALEXIS SCARBROUGH
328 LYNHURST STREET
MORGANTOWN, WV 26501

MICHAEL BROWN, ATTORNEY
832 GEORGIA AVENUE, STE. 1200
CHATTANOOGA, TN 37402

NOTICE TO CREDITORS

ESTATE OF MARY LOU LONG
DOCKET NUMBER 31117-3

Notice is hereby given that on the 27 day of JUNE, 2025, letters administration in respect of the Estate of MARY LOU LONG, who died Nov. 22, 2024, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 27 day of JUNE, 2025.

ESTATE OF MARY LOU LONG

PERSONAL REPRESENTATIVE(S)
ANGEL LONG, ADMINISTRATIX
1204 DAYTON STREET
KNOXVILLE, TN 37921

NOTICE TO CREDITORS

ESTATE OF GWENLYN ELAINE MCCARTER
DOCKET NUMBER 31085-2

Notice is hereby given that on the 18th day of JULY, 2025, Letters of Testamentary in respect of the Estate of GWENLYN ELAINE MCCARTER, who died 02/28/2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first date of publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 18th day of JULY, 2025.

ESTATE OF GWENLYN ELAINE MCCARTER

PERSONAL REPRESENTATIVE(S)
CRAIG STEPHEN MCCARTER
696 GARFIELD ST.
ALCOA, TN 37701

DAVID M. ROWE
2218 MARTHA BERRY DR.
KNOXVILLE, TN 37918

RACHEL E. SANDERS, ATTORNEY
1248 DOWELL SPRINGS BLVD.
KNOXVILLE, TN 37909

NOTICE TO CREDITORS

ESTATE OF BONNIE BROOME MILES
DOCKET NUMBER 31123-1

Notice is hereby given that on the 17th day of JULY, 2025, Letters Testamentary or Letters of Administration as the case may be in respect of the Estate of BONNIE BROOME MILES, deceased, who died on the 31st day of March, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of such notice at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication or posting as described in (1)(A); or

(2) Twelve (12) months from decedent's date of death.

This the 17th day of JULY, 2025.

ESTATE OF BONNIE BROOME MILES

PERSONAL REPRESENTATIVE(S)
ELIZABETH FERRELL MILES
321 VALLEY AVENUE
KNOXVILLE, TN 37920

ROBERT W. GODWIN, ATTORNEY
4611 OLD BROADWAY
KNOXVILLE, TN 37919

NOTICE TO CREDITORS

ESTATE OF CAROLYN SMITH PHILLIPS
DOCKET NUMBER 31124-1

Notice is hereby given that on the 18th day of JULY, 2025, letters of administration in respect of the Estate of CAROLYN SMITH PHILLIPS, who died March 12, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 18th day of JULY, 2025.

ESTATE OF CAROLYN SMITH PHILLIPS

PERSONAL REPRESENTATIVE(S)
CONNIE PHILLIPS
9020 LANDON PARK WAY
POWELL, TN 37849

REBECCA BELL JENKINS, ATTORNEY
3724 KINGSTON PIKE, SUITE 301
KNOXVILLE, TN 37922

NOTICE TO CREDITORS

ESTATE OF ARTHUR E. RALL, JR.
DOCKET NUMBER 31143-3

Notice is hereby given that on the 24th day of JULY, 2025, letters testamentary to/ letters of administration or the case may be in respect of the Estate of ARTHUR E. RALL, JR., who died May 10, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 24th day of JULY, 2025.

ESTATE OF ARTHUR E. RALL, JR.

PERSONAL REPRESENTATIVE(S)
JOHN C. RALL

STUART L. CASSELL, ATTORNEY
707 MARKET STREET, SUITE 1
KNOXVILLE, TN 37902

NOTICE TO CREDITORS

ESTATE OF JANET LOUISE SCHMIDT
DOCKET NUMBER 31174-3

Notice is hereby given that on the 17th day of JULY, 2025, Letters Testamentary in respect of the Estate of JANET LOUISE SCHMIDT, who died Testate on April 5, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 17th day of JULY, 2025.

ESTATE OF JANET LOUISE SCHMIDT

PERSONAL REPRESENTATIVE(S)
LORI L. HAMPSON
921 KENESAW AVENUE
KNOXVILLE, TN 37919

DAVID H. LUHN, ATTORNEY
310 N. FOREST PARK BLVD.
KNOXVILLE, TN 37919

NOTICE TO CREDITORS

ESTATE OF JASON ERIC SMITH
DOCKET NUMBER 31167-2

Notice is hereby given that on the 16th day of JULY, 2025, letters of administration in respect to the Estate of JASON ERIC SMITH, who died on the 23rd day of February 2025, were issued to the undersigned by the Chancery Court, Probate Division of Knox County, Tennessee. All persons, resident and non-resident having claims, matured or unmatured against the estate are required to file same with the Clerk of the above-named court, on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 16th day of JULY, 2025.

ESTATE OF JASON ERIC SMITH

PERSONAL REPRESENTATIVE(S)
RITA P. ROSSON
314 GORBIN STREET
SUMMERTOWN, TN 38483

RONALD J. ATTANASIO, ATTORNEY
525 MARKET STREET, SUITE 700
KNOXVILLE, TN 37902

NOTICE TO CREDITORS

ESTATE OF JOE BERRY WALLEN
DOCKET NUMBER 31175-1

Notice is hereby given that on the 15th day of JULY, 2025, letters testamentary in respect of the Estate of JOE BERRY WALLEN, who died April 18, 2025, were issued to the undersigned by the Chancery Court, Probate Division, of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 15th day of JULY, 2025.

ESTATE OF JOE BERRY WALLEN

PERSONAL REPRESENTATIVE(S)
MARTHA SWAIN WALLEN
2107 TOOLES BEND ROAD
KNOXVILLE, TN 37922

TERESA M. KLENK, ATTORNEY
765 BROOKVIEW CENTRE WAY, SUITE 304
KNOXVILLE, TN 37919

PUBLIC NOTICE

The Knox County Commission shall receive responses from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for Commissioner Districts 5 and 8, to serve unfulfilled terms expiring July 1, 2026. Candidates must reside in the District for which they are applying. Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:30 p.m. to:

Office of the Knox County Commission
Suite 602, City-County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2029
E-mail: commission@knoxcounty.org

The Knox County Commission shall interview candidates during the Optional Agenda Review Meeting on Monday, August 18, 2025 at 3:00 p.m. or the Main Assembly Room of the City-County Building, 400 West Main Street.

The Commission appointment shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, August 25, 2025 at 5:30 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

NOTICE TO CREDITORS

ESTATE OF JAMES ALEXANDER WHITE, SR.
DOCKET NUMBER 31161-2

Notice is hereby given that on the 3 day of JULY, 2025, letters testamentary in respect of the Estate of JAMES ALEXANDER WHITE, SR., who died April 30, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named Court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of this first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 3 day of JULY, 2025.

ESTATE OF JAMES ALEXANDER WHITE, SR.

PERSONAL REPRESENTATIVE(S)
ANDREW WHITE, CO-EXECUTRIX
1244 TANNER ROAD
KNOXVILLE, TN 37920

USA GOODMAN, CO-EXECUTRIX
3312 GOSE COVE LANE
KNOXVILLE, TN 37931

NOTICE TO CREDITORS

ESTATE OF VIVIAN BERNICE WILLINGHAM
DOCKET NUMBER 31095-1

Notice is hereby given that on the 27 day of JUNE, 2025, letters administration in respect of the Estate of VIVIAN BERNICE WILLINGHAM, who died March 21, 2025, were issued to the undersigned by the Clerk and Master of the Chancery Court of Knox County, Tennessee. All persons, resident and non-resident, having claims, matured or unmatured, against his or her estate are required to file the same with the Clerk and Master of the above named court on or before the earlier of the dates prescribed in (1) or (2), otherwise their claims will be forever barred:

(1)(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of first publication; or

(B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or

(2) Twelve (12) months from the decedent's date of death.

This the 27 day of JUNE, 2025.

ESTATE OF VIVIAN BERNICE WILLINGHAM

PERSONAL REPRESENTATIVE(S)
LARRY L. WILLINGHAM, ADMINISTRATOR
2831 LAY AVENUE
KNOXVILLE, TN 37914

You can reserve your legal or public notice by emailing Ruthie at legals@knoxfocus.com or calling (865) 686-9970.

Free Legal Advice clinic for Veterans is August 13

The next Veterans Legal Advice Clinic event will be held in person at the Knox County Public Defender's Office on August 13. Any veteran seeking legal help is encouraged to attend from 12:00 p.m. to 2:00 p.m.

In 2025, the clinics are held every other month: February 12, April 9, June 11, August 13, October 8 and December 10. There are no clinics scheduled for January, March, May, July, September, or November.

Veterans who are not able to attend the clinic in person are encouraged to continue to use the telephone clinic option. Preregistration is required for telephone clinic and veterans are asked to call Legal Aid of East Tennessee at (865)637-0434 to preregister.

This is a general advice clinic with a wide variety of legal issues, including family law, landlord/tenant, bankruptcy, criminal defense, consumer protection, contract disputes, child support, and personal injury, among other issues.

Please note: This is an advice-only clinic. Clients can expect legal advice, but no wills are drafted at this clinic nor legal work performed.

The Knox County Public Defender's Community Law Office is located at 1101 Liberty Street, Knoxville, TN 37919.

MISC. NOTICES

LEGAL SECTION 94

Knox County will receive bids for the following items and services:

Bid 1678, Floor Tile Installation Services, due 08/18/25

For additional information call 865-215-5777, stop by the Procurement Division, 1000 North Central St., Suite 100, Knoxville, TN 37917, or visit our website: www.knoxcounty.org/procurement. To bid on Knox County surplus items, go to www.govdeals.com.

PUBLIC NOTICE

To whom it may concern:

Admiral Communities Home Sale LLC is seeking to claim ownership of a mobile home located at 2709 Rifle Range Rd. Lot 12, Knoxville, TN 37918. The mobile home appears to be abandoned, and the last known occupant or owner is unknown or has not responded to contact attempts.

Any party who believes they have a legal claim of ownership or interest in this mobile home must contact Admiral Communities Home Sales LLC within 10 days of this notice's last publication. Failure to respond within this timeframe may result in the mobile home being declared abandoned and claimed by Admiral Communities Home Sales LLC under applicable Tennessee law.

To assert a claim or obtain more information, please contact:

Admiral Communities Home Sales LLC
Phone: 865-437-5009
Email: jaxn@admiralcommunities.com
Mail: PO Box 22284, Knoxville TN 37933

[redacted]

NOTICE OF LIEN SALE

The owners and/or lien holders of the following vehicles are hereby notified of their rights to pay all charges and reclaim said vehicles being held in the storage lot of A1 Express Tires & Wrecker Service. Failure to reclaim these vehicles will be deemed a waiver of all rights and titles along with consent to dispose of said vehicles at public auction held on AUGUST 18, 2025 at 10:00 AM at 11841 Chapman Hwy., Seymour, TN 37865.

07 HONDA VTX VIN# 1HFSC59X7A205753

LocaliQ
Tennessee
GANNETT

PO Box 631340 Cincinnati, OH 45263-1340

AFFIDAVIT OF PUBLICATION

Knox Co Commission Drucilla Stills
Drucilla Stills
Knox Co Commission
400 W Main ST # 603
Knoxville TN 37902-2494

STATE OF WISCONSIN, COUNTY OF BROWN

The Knoxville News-Sentinel, a daily newspaper published in the city of Knoxville, Knox County, State of Tennessee, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated and was published on the publicly accessible website:

07/28/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/28/2025

Legal Clerk

Notary, State of WI, County of Brown

5.19.27

My commission expires

Publication Cost:	$71.05	
Tax Amount:	$0.00	
Payment Cost:	$71.05	
Order No:	11495950	# of Copies:
Customer No:	1331794	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

The Knox County Commission shall receive resumes from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for **Commission Districts 5 and 8**, to serve unfulfilled terms expiring July 1, 2026. **Candidates must reside in the district for which they are applying**. Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City-County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2038
E-mail: commission@knoxcounty.org

The Knox County Commission shall interview candidates during the Optional Agenda Review Meeting on Monday, August, 18, 2025 at 3:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, August 25, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

Ad Preview

The Knox County Commission shall receive resumes from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for Commission Districts 5 and 8, to serve unfulfilled terms expiring July 1, 2026. Candidates must reside in the district for which they are applying. Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:00 p.m. to:

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Bids & Proposals

MATERIAL AND EQUIPMENT, AND SERVICES NECESSARY TO FURNISH AND INSTALL A REPLACEMENT AIR HANDLER. ALL SHEET METAL WORK, MASONRY WORK, WALL WORK, PIPING, WIRING, TESTING, ETC. SHALL BE FURNISHED AND INSTALLED COMPLETE.

DRAWINGS AND SPECIFICATIONS MAY BE OBTAINED BY BIDDERS AT KNOXVILLE BLUE PRINT.
July 24, 28 2025
LOKR0338829

Govt Public Notices

The Knox County Commission shall receive resumes from candidates seeking an appointment to two (2) vacancies on the Knox County Library Advisory Board for Commission Districts 5 and 8, to serve unfulfilled terms expiring July 1, 2026. Candidates must reside in the district for which they are applying. Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, August 13, 2025 at 4:00 p.m. to:

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Govt Public Notices

Public Notices

NOTICE OF SERVICE OF PROCESS BY PUBLICATION
STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

In the District Court Absolute Divorce Troy V. Gresham: Take notice that a pleading seeking relief against you has been filed in the above-entitled Absolute Divorce. The nature of the relief being sought is as follows: Seeking Absolute Divorce. You are required to make defense to such pleading not later than Aug 08, 2025 and upon your failure to do so the party seeking service against you will apply to the court for the relief sought.
This, the 13 day of July,2025
Kimberly Gresham
7115 City View Dr
Charlotte, NC 28212
July 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, August 1, 2, 3, 4, 5, 6 2025
LOKR0282604

Homes



Library Advisory Board Resumes

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RLA-17475 **R-25-8-407**

COMMISSION

Meeting Date:	08/25/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction contract with Norris Brothers Excavating, LLC in the amount of $9,327,610.00 for the installation of a pump station and associated work to proactively manage the elevation of Bluegrass Lake to prevent future flooding events. **(DEFERRED FROM JULY AT REQUEST OF SPONSOR)**
(Engineering and Public Works)

Attachments

Resolution

Construction Contract

Recommendation of Award

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONSTRUCTION CONTRACT WITH NORRIS BROTHERS EXCAVATING, LLC IN THE AMOUNT OF $9,327,610.00 FOR THE INSTALLATION OF A PUMP STATION AND ASSOCIATED WORK TO PROACTIVELY MANAGE THE ELEVATION OF BLUEGRASS LAKE TO PREVENT FUTURE FLOODING EVENTS.

RESOLUTION: **R-25-8-407**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is preparing to begin construction of the Bluegrass Lake Pump Station and associated work to proactively manage the elevation of Bluegrass Lake to prevent future flooding events (the "Project"); and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for construction of the Project and it has been determined that Norris Brothers Excavating, LLC submitted the lowest responsible and responsive bid to perform the work; and

WHEREAS, the proposed construction contract with Norris Brothers Excavating, LLC is in the amount of $9,327,610.00 and sets forth the terms and conditions for the undertaking of the Project; and

WHEREAS, Norris Brothers Excavating, LLC has the necessary qualifications to perform the work for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The construction contract with Norris Brothers Excavating, LLC for the installation of the Bluegrass Lake Pump Station is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the construction contract with Norris Brothers Excavating, LLC for the installation of the Bluegrass Lake Pump Station shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

SECTION 005213 – CONSTRUCTION CONTRACT

THIS CONTRACT, made this _____ day of August 20 25 at Knox County, State of Tennessee by and between Knox County, Party of the First Part, hereinafter called the "Owner" and Norris Brothers Excavating, LLC, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH
In consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

1) Statement of Work: This work shall include but not necessarily be limited to: construction of storm drainage improvements for **Knox County Bluegrass Lake Pump Station (Knox County Bid Number 3669)**. The Project consists of construction of a storm water pump station in a cove of Bluegrass Lake with intake and screens, wetwell, vertical turbine pumps, yard and force main piping, emergency generator, electrical and controls, and site improvements.

2) Completion of Work: The Contractor shall commence work on the date to be specified in a written "Notice of Proceed" by the Owner and shall complete the project within the conditions as set forth in Special Provisions Section SP2, unless the period for completion is extended as hereinafter provided.

3) Contract Sum: The Owner shall pay the Contractor for the performance of said work, subject to additions and deductions provided herein nine million, three hundred twenty seven thousand, six hundred and ten dollars ($ 9,327,610.00) as the contract bid in conformity with the bid schedules in Section 003000.

4) Payment: Payment shall be made to the Contractor for work performed under this contract for quantities of work as determined in accordance with this contract as set forth in Special Provisions, Section SP1.

5) Intent of Plans and Specifications: The Contractor will keep on the project a copy of the plans and specifications and shall at all times give the Owner access thereto. Anything mentioned in the specifications and not shown on the plans or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the specifications shall govern. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the plans and specifications but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.

6) Extra Work and Charges: Extra work shall be work for which no unit bid was received in the proposal and which was not included in the bid schedule and will be construed to mean work for which unit bids were received but which is in excess of the quantity mentioned in the proposal. The Owner, without invalidating the contract, may order extra work or make changes in the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All such changes shall be agreed to and recorded on "Contract Change Order" form. In giving instructions, the Engineer shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless covered by Contract Change Order, and no claim for an addition to the contract sum shall be valid unless so covered. Before becoming effective, all Change Orders must be signed by all parties indicated. In

order to bind the County, if the change order is less than $100,000.00 the change order must be signed by the County Mayor. If, however, the change order is for an amount of $100,000.00 or more, the change order must be signed by the County Mayor and approved by County Commission. If the aggregate of the change orders to date total $99,999.99 then the next change order, regardless of amount, must be approved by the County Mayor and County Commission. Before becoming effective, all Change Orders must be signed by all parties indicated.

The value of such extra work or change shall be determined in one or more of the following ways:

a) By estimate and acceptance in a lump sum.
b) By unit prices named in the contract or subsequently agreed upon.

The above accounts shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and overhead costs and profits. Rental on equipment shall be charged against the extra or changed work only for the actual time the equipment is used specifically therefore.

Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from the subsequent monthly estimates.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

7) Claims for Extra Cost: If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he shall give the Engineer written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases the Contractor shall keep a correct account of the extra cost in such form as the Engineer may direct and shall present such account supported by receipts to the Engineer. The Owner shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

8) Performance and/or Payment Bond: The Contractor shall within thirty (30) days after the receipt of the Notice of Award and before the commencement of any operations hereunder execute the contract and furnish the Owner with a performance and/or payment bond in a sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the Owner. The expense of this bond shall be borne by the Contractor. All bonding companies must be listed in the Federal Register Dept. of the Treasury Fiscal Service, companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. If at any time a surety on such bond becomes irresponsible or loses its right to do business in the State of Tennessee, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

Evidence of authority of any attorney in fact acting for the corporate surety must be provided in the form of a certificate terminated and remains in full force and effect on the date of the bond. The form

of the bond shall be subject to approval by the Owner.

9) License and Permits: The Owner will secure and pay for permits required for permanent structures. The Contractor shall obtain and pay for all other necessary licenses and permits and shall faithfully comply with all laws, ordinances, and regulations Federal, State, or Local which may be applicable to the operations to be conducted hereunder.

10) Other Work: Wherever work being done by the Owner or by other contractors is contiguous to work covered by this contract, the interest involved of the parties shall be secured to protect the rights of the owner and to complete each work portion in general harmony.

11) Responsibility of the Engineer: The term "Engineer," wherever used in this Contract, shall be the person, firm, corporation, or representative of the Owner as its engineering representative during the course of construction. The Owner shall advise the Contractor in writing of the name and address of the Engineer. Notices of any change in the Engineer shall be given in writing by the Owner to the Contractor. The Engineer shall have full authority to interpret the plans and specifications and shall determine the amount, quality and acceptance of the work and supplies to be paid for under this Contract and every question relative to the fulfillment of the terms and provisions therein. Unless otherwise specifically provided in the specifications, all workmanship, equipment, and materials incorporated in the work are to be the best grade of their respective kinds for the purpose.

It shall be the duty of the Engineer to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications. If a variation from any requirement is allowed, the Engineer shall grant the same in writing with the reasons for his action outlined, and such action will not violate or change the contract in any other manner.

12) Waiver: It is expressly understood and agreed that any waiver granted by the Engineer of the Owner of any term, provision, or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Any such waiver granted by the Engineer shall be made in writing and signed by all parties under this contract.

Neither the acceptance of the work by the Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have again the Contractor or surety under this contract or otherwise.

13) Superintendence: The Prime Contractor shall assign and provide a superintendent, who will be identified by name to the Owner. He will provide constant on-site supervision during any and all construction under the contract whether by the prime or a subcontractor. The superintendent shall have full authority to act for the Contractor and to carry all instructions given by the Engineer or Owner.

14) Labor Provisions: The Contractor and his subcontractors shall discharge, whenever ordered to do so by the Engineer, any employee who is disorderly or whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work.

No person under the age of sixteen (16) years shall be employed.

The work shall at all times be prosecuted under safe working conditions and in a safe and

workmanlike manner and the conditions of work shall be subject to inspection and correction by the Engineer or safety inspectors of the Owner.

15) Liability Insurance: The Contractor shall procure and maintain, at his own expense, during the life of the contract liability insurance as necessary to indemnify the Owner and his agents. All such insurance shall be subject to the approval of the owner for adequacy of protection and shall contain a provision preventing cancellation without thirty (30) days prior written notice to the owner. The liability insurance will be that required in Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for destruction of or damage to property arising out of or in connection with any operations under this contract, whether such operations were performed by himself or by any other subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him.

All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in performance of the work shall cover all blasting operation. Certificates evidencing the issuance of such insurance shall be filled with the owner prior to the commencement of any operations under this contract.

16) Workmen's Compensation Insurance: The Contractor shall procure and maintain, at his own expense during the life of this contract in accordance with the provisions of the laws of the State of Tennessee, Workmen's Compensation Insurance for all of his employees at the site of the project, and in case any work is sublet, the Contractor shall require each subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in work under this contract at the site of the project is not protected under Workmen's Compensation Insurance, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of these employees not otherwise protected.

Certification evidencing the issuance of such insurance shall be filed with the Owner prior to the commencement of any operations under this Contract.

17) Payment for Work Completed: See Special Provision regarding Payments to Contractor, Section SP1.

18) Payments Withheld: The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from loss on account of:

a) Defective work not remedied.
b) Claims filed or reasonable evidence indicating probable filing or claims.
c) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
d) A reasonable doubt that the contract can be completed for the balance then unpaid.
e) Damage to another Contractor.
f) Failure of the Contractor to keep his work progressing in accordance with his time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

19) Assignment and Transfer of Contract: The Contractor shall not assign or transfer this contract or any part thereof or any interest therein without the consent in writing of the Owner and the Contractor's surety and any such assignment or transfer without such written consent shall be null and void.

20) Indemnity: The Contractor shall indemnify and hold harmless the Owner, the Owner's agent and employees from and against all losses and all claims, demands, payments, suits, or action recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents or employees in the execution of the work or in guarding the same.

21) Subcontractors: The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work to insure the fulfillment of all the provisions of this contract affecting subcontractors.

22) Protection of work and property: The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with activities under this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, and maintain all necessary precautions, safeguards, and protection to prevent accidents on the site of the work. The Contractor shall post danger signs warning against any hazards created by the work being done under this contract. He shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Engineer and Owner in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor without special instruction or authorization from the Engineer or Owner is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he must take such action if so instructed or authorized by the Engineer or Owner.

Additionally, in order to further protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work under the contract.

The Contractor shall also protect property as required by law.

23) Land of Owner, Use of, by Contractor: The Owner shall provide the land upon which the work under this Contract is to be done, and will so far as is convenient, permit the Contractor to use as much of this land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his cost and expense, any additional land required.

24) Liens: If at any time there shall be evidence of lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor and his surety shall be liable to the Owner for any loss so sustained.

25) Construction Staking: The Contractor will provide the necessary construction staking for the fulfillment of this contract. If re-staking of reference stakes provided by the Owner/Engineer is required due to negligence of the Contractor or his subcontractors, the cost of re-staking will be borne by the Contractor.

26) Preservation of Stakes: The Contractor and his subcontractors shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will absorb the charge of the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

27) Inspection: The Contractor shall do all work to the approval of the inspector. The inspector's daily log and weekly project progress photos will constitute the construction record for the project. The Engineer and the Owner shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to their inspection and approval.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. Materials of construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. All work and material shall be tested to the satisfaction of the Engineer and the Owner before acceptance. The Engineer and Owner shall be provided copies of all testing performed for the project.

No work shall be done at night without the previous approval of the Engineer.

28) Minimize Siltation: The Contractor, at his own expense, will be required to minimize siltation and bank erosion during construction and to restore disturbed areas to present or better conditions.

29) Defective Work or Material: The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the contract, whether incorporated or not, and the contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

30) Other Contracts: The Owner may award other contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his work to that provided under other contracts as may be directed by the Engineer. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

31) Owner's Right To Take Over the Work: If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his

performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.
In any event, unless the matter complained of is satisfactorily cleared within ten (10) days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Engineer that sufficient cause exists to justify such action.

a) The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his surety, where upon the surety shall have the right to take over and perform the contract. If the surety does not commence performance of the contract within ten (10) days after service of the notice of termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under this contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the contract price when the owner takes over the work, exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner thought the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the contract price, the Contractor and his surety shall pay the difference to the Owner. Such cost, expenses and damages shall be certified by the Engineer.

b) The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his surety, or to deduct from any payment then or thereafter due the Contractor, provided the Engineer approved the amount thus charged to the Contractor.

c) The Owner may require the surety on the Contractor's bond to take control of the work at once and see to that all deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

32) Contractor's Right To Stop Work or Terminate Contract: If the work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or anyone employed by him, then the Contractor may on seven (7) day's written notice to the Owner and the Engineer stop work or terminate this contract and recover from the Owner payment for all work executed, and losses sustained on any plant or material, and a reasonable profit. If the Engineer shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation any sum certified by the Engineer, then the Contractor may on seven (7) day's written notice to the Owner and to the Engineer stop work and give written notice of intention to terminate this contract. If the

Owner shall thereafter fail to pay the Contractor within seven (7) day's after receipt of such notice, then the Contractor may terminate the contract and recover from the Owner payment for all work executed, and losses sustained upon any plant or materials, and a reasonable profit.

33) Delays and Extension of Time: If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner or the Engineer, or if any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable causalities, or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide. No such extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the Engineer. In the case of a continued cause of delay, only one (1) claim is necessary.

34) Right of Occupancy: The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portion of the work, if such use be approved by the Engineer even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The Owner shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by its contract with the Contractor.

35) Underground Obstructions: The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions. All excavation shall be done in accordance with TCA 65-31-102, "Underground Utility Damage Prevention."

36) Acceptance: Final inspection and acceptance of the work shall be made by the Engineer in collaboration with the Owner. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

37) Final Estimates: Upon completion and acceptance of the work the Engineer shall issue a certificate that the whole work provided for in this contract has been completed and accepted by him under the conditions and terms thereof, and shall make the final estimate of the work. The final estimate of work must be checked and approved by the Engineer for the Owner; whereupon, the entire balance found to be due the Contractor, including said retained percentage but excepting such sums as may be retained lawfully by said Owner that all payrolls, material bills and outstanding to the Owner indebtedness in connection with this contract have been paid.

38) Cleaning Up: Upon completion or termination of the work, the Contractor shall, as directed by the Engineer, remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish from his operations, leaving the premises in a neat and presentable condition. In the event of his failure to do so, the same may be done by the Owner at the expense of the Contractor, and his surety shall be responsible therefore.

39) Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor

any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of three (3) years from the date of final acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Engineer.

The Contractor and through him each subcontractor, in accepting the contract for this construction or respective portions of the construction covered by these plans and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within three (3) years from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is excluded from this guarantee. This guarantee shall include damage done by settlement of backfills, such damage and sinking of backfills being considered as defective workmanship. Backfilled areas that are unpaved shall be refilled if the filled material settles more than two inches (2") below original grade.

The Contractor shall reimburse the Owner for cost of damage if any, as well as cost of replacing defective materials or workmanship.

If replacement is not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

40) The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (O4PL 91-596) and under Section 107 of the Contract Work House and Safety Standards Act (PL 92-54). The Contractor shall comply with the Occupational Safety and Health Act for Construction Industry (29 CFB Part 1926) under Section #s 650-652.

41) All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal or residues shall be in strict conformance with instructions.

42) Safety: Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

All buildings, appurtenances and finishings shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor.

The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The Contractor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and general public.

43) KNOX COUNTY OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate

other terms and conditions it deems appropriate and necessary under the circumstances to protect the public trust.

A) ALTERATIONS OR AMENDMENTS: No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

B) APPROPRIATION: In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

C) ASSIGNMENT: Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

D) BOOKS AND RECORDS: Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

E) CHILD LABOR: Contractor agrees that no products will be provided or used under this Contract which have been manufactured or assembled by child labor.

F) COMPLIANCE WITH ALL LAWS: Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

G) DEFAULT: If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

H) GOVERNING LAW; VENUE: This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

I) INCORPORATION: All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.

J) INDEMNIFICATION/HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless and pay on behalf of Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

K) INDEPENDENT CONTRACTOR: Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

L) INSPECTION AND ACCEPTANCE: Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

M) IRAN DIVESTMENT ACT: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. All respondents must complete and submit with their bid the attached Affidavit of Compliance with Iran Divestment Act.

N) LIMITATIONS OF LIABILITY: In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

O) NO BOYCOTT OF ISRAEL: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. All respondents must complete and submit with their bid the attached Affidavit of Compliance with No Boycott of Israel.

P) NON-DISCRIMINATION AND NON-CONFLICT STATEMENT: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid

directly or indirectly to any officer or employee of Knox County as wages, compensation, or giGs in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any good provided or work contemplated or performed relative to the agreement.

Q) ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

R) REMEDIES: Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

S) RIGHT TO INSPECT: Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

T) SEVERABILITY: If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

U) TAX COMPLIANCE: Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

V) TERMINATION: County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

W) WARRANTY: Contractor warrants to Knox County that all items delivered, and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

X) CONSTRUCTION PROJECTS: Any construction undertaking, for which the total cost of the project is Twenty-Five Thousand Dollars ($25,000) or more, is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is Twenty-Five Thousand Dollars ($25,000) or greater, must be annotated.

If the value of the subcontractor's work is less than Twenty-Five Thousand Dollars ($25,000), the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the bid. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." All bids must be submitted in one envelope; use the Bid

Envelope Cover provided with the Invitation for Bids.

Y) BID ENVELOPE COVER: Vendors must attach the bid envelope cover sheet to their submittal envelope. Complete all blanks on the cover. Insert "not applicable" if the category does not apply. Bids received without the envelope cover sheet information will not be considered.

Z) INSURANCE CHECKLIST: Vendors and their insurance agent(s) must sign the attached Insurance Checklist form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. It shall be the awarded vendor's responsibility to maintain a current Certificate of Insurance, including Endorsement Page(s), on file with Knox County Procurement for the duration of the contract. This Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

44) WORK BY UTILITIES: During the life of the contract, local utilities and Knox County may install or adjust their respective utilities in the project area and work shall be performed by the contractor in cooperation with the utilities. The contractor shall be responsible for the coordination of his work with the respective utility owner.

Any cost of relocation of the utility during construction such as power poles, etc., to facilitate the work of the contractor for the convenience of the contractor shall be borne by the contractor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ATTEST

Knox County

Owner

BY _____ BY _____

TITLE _____ TITLE _____

ATTEST

Norris Brothers Excavating, LLC

Contractor

BY _____ BY _____

TITLE _____ TITLE _____

CONTRACT # _____

APPROVED AS TO LEGAL FORM:

_____ _____

Knox County Law Director *Date*

END OF SECTION
005213

ARDURRA

August 15, 2025

Jim Snowden, P.E.,
Knox County Engineering and Public Works
205 W Baxter Avenue
Knoxville, Tennessee 37917

RE: Knox County Bluegrass Pump Station

Dear Mr. Snowden:

Bids for the referenced project were opened on June 25, 2025, at 4:00 PM. Bids were submitted from the following Contractors:

CONTRACTOR	TOTAL BID AMOUNT
Dugan & Meyers Industrial, LLC	$15,530,450.00
Norris Brothers Excavating, LLC	$13,190,200.00

We evaluated the bids, prepared the certified bid tabulation (copy attached) and found all of the bids to be responsive to the bidding requirements.

Because both bids were above the construction budget, we convened a value engineering discussion with each contractor. Both Norris Brothers and Dugan and Meyers brought value engineering proposals to separate meetings, along with budget pricing for construction. Some of the recommendations were incorporated into a value engineered design which maintained the intended function and expected operation and maintenance of the pump station. Per Knox County procurement rules, since Norris Brothers was the low bidder, they were given the first opportunity to price the revised design or withdraw from the project. Norris Brothers submitted a revised bid price of $9,327,610.00. We have attached the revised bid numbers based on the bid form.

We recommend award of the value engineered contract to Norris Brothers Excavating, LLC for the revised bid amount of $9,327,610.00 contingent upon council and funding agency approval.

Upon your authorization, we will issue the Notice of Award and prepare the contract documents. Upon receipt and review of Norris Brothers's performance bond, payment bond and certificate of insurance, we will forward the contract documents to you and schedule the preconstruction conference.

Also attached is a copy of the bid opening sign-in sheet.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

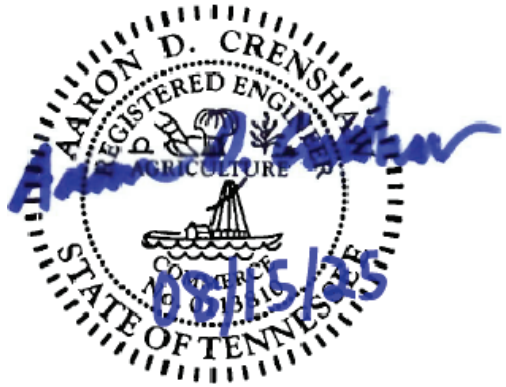
Aaron Crenshaw, P.E.

CERTIFIED BID TABULATION

Project: Bluegrass Lake Pump Station
Client: Knox County
Bids Opened: June 25, 2025 @ 4:00 PM Local Time

				Norris Brothers Excavating, LLC		Dugan & Meyers Industrial, LLC	
Item No.	Est Quan.	Unit	Description	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	1	LS	Pump Station	$ 8,600,000.00	$ 8,600,000.00	$ 12,027,391.00	$ 12,027,391.00
2a	90	LF	36" Stormwater Force Main (Installed in Non-Paved Areas)	$ 660.00	$ 59,400.00	$ 2,773.00	$ 249,570.00
2b	480	LF	36" Stormwater Force Main (Installed in Paved Areas)	$ 1,100.00	$ 528,000.00	$ 2,773.00	$ 1,331,040.00
2c	540	LF	42" Stormwater Force Main (Installed in Existing Storm Piping & Tunnel)	$ 4,500.00	$ 2,430,000.00	$ 2,128.00	$ 1,149,120.00
3	11,850	SF	Full Road Width Resurfacing (Milling and Overlay)	$ 80.00	$ 948,000.00	$ 5.48	$ 64,938.00
4	1	EA	Air Release Valve Assembly	$ 6,800.00	$ 6,800.00	$ 99,892.00	$ 99,892.00
5	1	LS	Electrical and Controls	$ 420,000.00	$ 420,000.00	$ 474,387.00	$ 474,387.00
6	1	LS	Emergency Generator	$ 198,000.00	$ 198,000.00	$ 134,112.00	$ 134,112.00
				TOTAL COST	$ 13,190,200.00	TOTAL COST	$ 15,530,450.00

THE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE



Aaron Crenshaw, P.E. **DATE: August 15, 2025**

Norris Brothers Excavating, LLC

Project Bluegrass Lake Pump Station - VE Option

Owner Knox County

Engineer Ardurra

Item No.	Description	Quantity	Unit	Unit Price	Item Price
1	Pump Station	1	LS	$7,385,000.00	$7,385,000.00
2a	36" Class 200 Stormwater Force Main (Installed in Non-Paved Areas)	90	LF	$841.00	$75,690.00
2b	36" Class 200 Stormwater Force Main (Installed in Paved Areas)	480	LF	$1,181.00	$566,880.00
2c	36 Class 200 T/R Flex" Stormwater Force Main (Installed in Existing Storm Piping & Tunnel)	540	LF	$1,031.00	$556,740.00
3	Full Road Width Resurfacing (Milling and Overlay)	11,850	SF	$10.00	$118,500.00
4	Air Release Valve Assembly	1	EA	$6,800.00	$6,800.00
5	Electrical and Controls	1	LS	$420,000.00	$420,000.00
6	Emergency Generator	1	LS	$198,000.00	$198,000.00
	TOTAL COST				**$9,327,610.00**

RLA-17595 **R-25-8-801**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, designating/committing and appropriating funds in the amount of $5,752,313.29 from Fiscal Year 2025 to Fiscal Year 2026 for various funds and departments.
(Finance)

Attachments

Resolution

Exhibit A - List of Designations

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, DESIGNATING/COMMITTING AND APPROPRIATING FUNDS IN THE AMOUNT OF $5,752,313.29 FROM FISCAL YEAR 2025 TO FISCAL YEAR 2026 FOR VARIOUS FUNDS AND DEPARTMENTS.

RESOLUTION: **R-25-8-801**

REQUESTED BY: **FINANCE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, at the close of fiscal year 2024-2025, various projects which had been funded in the fiscal year 2024-2025 budget had not been completed and, therefore, the monies appropriated for those projects were not expended; and

WHEREAS, in addition, various budget requests were not funded during the fiscal year 2025-2026 budget process with the intention that the requests would be designated through savings in the fiscal year 2024-2025 budget; and

WHEREAS, it has been requested that the monies for these projects be designated/committed and appropriated in the fiscal year 2025-2026 budget; and

WHEREAS, the Knox County Finance Director recommends amending the funds listed on the attached Exhibit A and re-appropriating the amounts for the projects specified therein.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

That the amounts for the projects listed within the various funds as shown on the attached Exhibit A and in the total amount of $5,752,313.29 are hereby designated/ committed and appropriated from the Fiscal Year 2024-2025 budget to the Fiscal Year 2025-2026 budget and may be expended up to an amount not to exceed the amount specified therein with the appropriation to be made subsequent to the satisfaction of all Knox County Charter and Code requirements.

BE IT FURTHER RESOLVED, that consistent with long-standing practice, interest earnings from the County's temporary investments be committed to the County's debt service fund to help offset the County's cost of borrowing except for these accounts that are specifically set up for one purpose or fund.

BE IT FURTHER RESOLVED, if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare, requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Request to Commit/Designate Funds from FY 2025 - FY 2026

Department	Accounting Unit	Agency	Purpose	Amount	
General Fund					
Non-Departmental	1016950-559900	Roane State Foundation	Capital Campaign	100,000.00	
	1016950-559900	YWCA	Capital Campaign	125,000.00	
	1016950-559900	Blount Partnership	Aviation Academy	30,000.00	
	1016950-559900	Interfaith Health Center	Capital Campaign	200,000.00	
	1016950-559900	SEEED		30,000.00	485,000.00
Engineering & Public Works					
Engineering & Public Works	1310210-571100	EPW Facility		1,000,000.00	
Subdivision Foreclosures	1310425	Foreclosed Bonds & LOC		590,382.23	
Subdivision Foreclosures	1310430	Foreclosed Bonds & LOC		411,931.06	2,002,313.29
Hotel/Motel					
Hotel/Motel	1230010-559801	Visit Knoxville	Film Office Appropriation	75,000.00	
Hotel/Motel	1230040-559892	Baseball Fields	Turf Installation at Sports Park	2,300,000.00	
Hotel/Motel	1230040-559891	Children's Hospital	Graduate Medical Education Program	140,000.00	
Hotel/Motel	1230040-559900	Children's Theatre	Capital Campaign	200,000.00	
Hotel/Motel	1230040-559900	Ijams	Capital Campaign & Mead's Quarry	300,000.00	
Hotel/Motel	1230040-559891	Beck Cultural Exchange Center	Delaney Museum	250,000.00	3,265,000.00
					5,752,313.29

RLA-17520 **R-25-8-902**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, codifying policies, procedures and new permitting related to utility poles. **(DEFER TO SEPTEMBER AT REQUEST OF SPONSOR)**

(Commissioner Jay)

Attachments

No file(s) attached.

RLA-17589 **R-25-8-903**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, requesting the Knox County Ethics Committee to conduct a comprehensive review and revision of the Knox County Code of Ethics.
(Commissioner Frazier)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REQUESTING THE KNOX COUNTY ETHICS COMMITTEE TO CONDUCT A COMPREHENSIVE REVIEW AND REVISION OF THE KNOX COUNTY CODE OF ETHICS.

RESOLUTION: R-25-8-903

REQUESTED BY: COMMISSIONER FRAZIER

PREPARED BY: COMMISSIONER FRAZIER

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, the Knox County Commission recognizes the critical importance of upholding ethical standards in government to promote transparency, accountability, and public trust; and

WHEREAS, the current Knox County Code of Ethics, adopted pursuant to the requirements of the Tennessee Comprehensive Governmental Ethics Reform Act of 2006 (T.C.A. § 8-17-101 et seq.), serves as a foundational document guiding the ethical conduct of elected officials, employees, and appointed representatives; and

WHEREAS, evolving expectations, community standards, and operational realities warrant a timely and thorough assessment of the current policy to ensure that it remains comprehensive, relevant, and enforceable; and

WHEREAS, the Commission seeks to strengthen the policy by addressing emerging ethical issues, clarifying existing provisions, and incorporating new language related to campaign contributions, conflicts of interest, transparency, nepotism, dual service, and public accountability.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

SECTION 1. The Knox County Commission hereby formally requests that the Knox County Ethics Committee undertake a comprehensive review and provide suggested revisions, if any, of the Knox County Code of Ethics, and provide any other related and relevant recommendations to Knox County Commission for consideration.

SECTION 2. The Ethics Committee is encouraged to:

- **Evaluate the adequacy and clarity of the existing provisions;**
- **Review best practices from other jurisdictions and applicable state ethics standards;**
- **Consider public input and recommendations from Commissioners and county officials;**
- **Propose specific amendments, including but not limited to:**
    - **Expanding definitions and applications of ethical behavior;**
    - **Enhancing rules related to gifts, political contributions and campaign financing that could be recognized as a contributing factor in county decision making;**
    - **Clarifying conflict-of-interest procedures and disclosure requirements;**
    - **Addressing employment restrictions and nepotism involving elected officials;**
    - **Clarifying the process of filing and considering an ethical complaint;**
    - **Implement a 5 year review of ethics policy;**
    - **Establishing stronger enforcement and training mechanisms.**

SECTION 3. The Ethics Committee shall present its findings and recommended revisions to the Knox County Commission within one hundred eighty (180) days of adoption of this Resolution, or as soon thereafter as practicable.

SECTION 4. This Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

RLA-17596 **R-25-8-904**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, to establish legislative review of applications for state or federal financial assistance. *(Commissioner Fox)*

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, TO ESTABLISH LEGISLATIVE REVIEW OF APPLICATIONS FOR STATE OR FEDERAL FINANCIAL ASSISTANCE.

RESOLUTION: R-25-8-904

REQUESTED BY: COMMISSIONER FOX

PREPARED BY: COMMISSIONER FOX

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED _____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the United States Supreme Court stated in the case McGrain v. Daugherty, 273 U.S. 135, 175 (1927), "[a] legislative body cannot legislate wisely or effectively in the absence of information . . . [and] [e]xperience has taught that mere requests for such information often are unavailing, and also the information which is volunteered is not always accurate or complete..... "; and

WHEREAS, the United States Supreme Court also provides in McGrain v. Daugherty that legislative bodies have "auxiliary powers" in furtherance of their duty to legislate, such as the power to acquire information; and

WHEREAS, all legislative power granted by the Charter of Knox County, Tennessee is vested in the Knox County Board of Commissioners, which is solely and exclusively authorized by the Charter of Knox County, Tennessee to adopt ordinances and resolutions governing the operation of government, and adopt and amend the County

budget, which by implication also includes the duty of acquiring information about and oversight of the fiscal operation of Knox County Government; and

WHEREAS, the Knox County Board of Commissioners' current system of approving the receipt of financial assistance or grants from the United States or any agency of the United States, or Tennessee or any state agency of Tennessee occurs after an application has been made and there is no formal publication of applications for financial assistance or grants before they are submitted to the Knox County Board of Commissioners for approval; and

WHEREAS, the Knox County Board of Commissioners finds that it is better able to oversee the acceptance of federal and state grants by being informed of the application for financial assistance or grants before or contemporaneous with the act of approving receipt of the grant funds; and

WHEREAS, taxpayers and voters of Knox County have a right to have information easily publicly available, to provide transparency for how their taxes at different levels of government are used and to provide awareness of the public policy commitments that Knox County public officials are making for eligibility to receive state or federal funds.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

A submission of any application by or on behalf of any agency of this County for financial assistance or grants from the 1) United States, 2) any agency of the United States, 3) the State of Tennessee, 4) or any agency of the State of Tennessee, must be submitted for legislative oversight by spreading upon the record of the Knox County Board of Commissioners' agenda and minutes in the following manner:

(a) The Knox County agency applying for financial assistance or grants, or the Knox County agency working jointly with another governmental agency or entity applying for financial assistance or grants, shall provide to the Knox County Board of Commissioners a copy of the application and any supporting documentation submitted, or if no application is required, any supporting documentation submitted.

(b) The Knox County Board of Commissioners shall place the provided application and supporting documentation in the "Spread of Record" portion of the next upcoming Regular Session agenda. The online version of the agenda accessible through the Knox County Commission website shall contain a hypertext link to a copy of the provided application and supporting documentation. Only the caption need appear on the printed version of the agenda, which is the same protocol used by the Knox County Board of Commissioners when it considers approval of accepting financial assistance and grants pursuant to Chapter 2, Article IX, Division 1, Sec. 2-581.

(c) The timing of providing an application and supporting documentation for legislative oversight requires provision of any application made by the applying agency since the previous monthly Knox County Board of Commissioners agenda deadline for Spread of Record items, except no grant approval pursuant to Chapter 2, Article IX, Division 1, Sec. 2-581 may take place any earlier than the month in which the application and supporting documentation appear on a "Spread of Record."

(d) If an agency fails to comply with the provisions of this ordinance, the grant shall not be eligible for approval pursuant to Chapter 2, Article IX, Division 1, Sec. 2-581.

(e) Sections a, b, c, and d of this resolution shall be included in the County Commission rules with changes necessary to implement fully the intent of this resolution and provide the public an easily accessible format to find applications and supporting documentation for state and federal grants.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-17575 **R-25-8-905**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Jill Rosberg, LAW DEPARTMENT

Department: COUNTY COMMISSION

Requires Expenditure of Funds: NO Funded in Current Budget: YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rule I, Board of Commissioners, by adding a new Section X regarding Electronic Participation for Commissioners.

(REQUIRES 2/3 VOTE)

(Rules Committee)

Attachments

Resolution

Exhibit A

Pubic Chapter 411

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY COMMISSION RULES, RULE I, BOARD OF COMMISSIONERS, BY ADDING A NEW SECTION X REGARDING ELECTRONIC PARTICIPATION FOR COMMISSIONERS.

RESOLUTION: **R-25-8-905**

REQUESTED BY: **RULES COMMITTEE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Commission (the "Commission") is empowered to enact rules of procedure for the timely and effective conduct of public meetings; and

WHEREAS, accordingly, the Commission has adopted the Knox County Commission Rules (the "Commission Rules"); and

WHEREAS, it is necessary from time-to-time to amend the Commission Rules in the interest of clarity, consistency, and efficiency; and

WHEREAS, the Commission's Rules Committee convened on July 28, 2025 to consider certain amendments to the Commission Rules and recommended that the Commission Rules be amended as provided below.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission Rules, Rule I, Board of Commissioners, is hereby amended to add a new Section X entitled "Electronic Participation for Commissioners" to read as shown on Exhibit A attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, pursuant to Tenn. Code Ann. § 5-5-106, this Resolution shall have no effect unless it is approved by a two-thirds (2/3) majority vote of the Knox County Commission.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

EXHIBIT A

Rule I shall be amended to add a new Section X to read as follows:

RULE I. BOARD OF COMMISSIONERS

SECTION X. ELECTRONIC PARTICIPATION FOR COMMISSIONERS:
Knox County Commission adopts pursuant to Tenn. Code Ann. § 5-5-106 the following policy to allow Commissioners to participate in legislative meetings and cast their votes via electronic means if they are unable to attend the meeting in person. The policy allows Knox County Commissioners to participate in a scheduled local legislative body meeting by electronic means, including, but not limited to, videoconferencing or other web-based media, but only for the following reasons:

(1) The member is dealing with a family or medical emergency (serious illness, surgery, caregiving, death, etc.); or
(2) The member has been called into military service; or
(3) The member is unable to attend in person due to inclement weather.

With regards to electronic participation in meetings, this policy provides:

(1) A member of the Knox County Commission who is absent shall only participate in a meeting through electronic means if the member can be visually identified by the chair;
(2) The Knox County Commission must not conduct a meeting with electronic participation unless a quorum of members is present at the physical location of the meeting;
(3) No more than 20% of the total membership of the legislative body, not to exceed three members, may participate electronically;
(4) A member shall not participate electronically in meetings of the Knox County Commission more than two (2) times per year;
(5) All meetings of the Knox County Commission conducted by electronic means must remain open and accessible to the public by providing real-time, live audio or video access to the public;
(6) A clear audio or video recording of the meeting must be made available to the public as soon as practicable following the meeting, and in no event more than two business days after the meeting;
(7) In the public notice, the Knox County Commission shall provide information regarding how the public can obtain real-time, live access to, or a broadcast of, the meeting and the agenda.
(8) The policy shall remain in effect until either July 1, 2028 or until repealed by 2/3 vote of the Knox County Commission.

State of Tennessee

PUBLIC CHAPTER NO. 411

SENATE BILL NO. 136

By Briggs

Substituted for: House Bill No. 152

By Wright, Crawford, Howell, Keisling, Shaw, Davis

AN ACT to amend Tennessee Code Annotated, Title 5; Title 6; Title 7 and Title 8, Chapter 44, relative to meetings conducted with electronic participation.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 5-5-106, is amended by deleting the section and substituting:

(a) Each member of a county legislative body must attend each and every session of the body, and be allowed to vote and draw pay for attendance.

(b)(1) Notwithstanding subsection (a) and title 8, chapter 44, part 1, and upon the adoption of this subsection (b) by the county legislative body by a two-thirds (2/3) majority vote, a member of a county legislative body may participate in a scheduled commission meeting by electronic means, including, but not limited to, videoconferencing or other web-based media, but only for the following reasons:

(A) The commissioner is dealing with a family or medical emergency as determined by the county legislative body;

(B) The commissioner has been called into military service; or

(C) The commissioner is unable to attend in person due to inclement weather.

(2) A commissioner who is absent shall only participate in a meeting through electronic means if the commissioner can be visually identified by the chair.

(3) A county legislative body may opt out of electronic participation in accordance with this section in the same manner that the legislative body opts in under subdivision (b)(1).

(c) A county legislative body shall not conduct a commission meeting with electronic participation unless a quorum of commissioners is present at the physical location of the meeting. No more than twenty percent (20%) of the total membership of the legislative body, not to exceed three (3) members, may participate electronically.

(d) A commissioner shall not participate electronically in commission meetings more than two (2) times per year.

(e)(1) All meetings of a legislative body conducted by electronic means under this section must remain open and accessible to the public by providing real-time, live audio or video access to the public.

(2) A clear audio or video recording of the meeting must be made available to the public as soon as practicable following the meeting, and in no event more than two (2) business days after the meeting.

(3) In the public notice required by § 8-44-103, the county legislative body shall provide information regarding how the public can obtain real-time, live access to, or a broadcast of, the meeting, and the legislative body is strongly urged to provide an agenda for the meeting in such notice.

(f) The county legislative body adopting this section shall develop a policy for conducting meetings with electronic participation.

(g) Subsections (b)-(g) are deleted on July 1, 2028.

SECTION 2. Tennessee Code Annotated, Title 6, Chapter 54, Part 1, is amended by adding the following as a new section:

(a)(1) Notwithstanding title 8, chapter 44, part 1, or any private act, home rule, or general law charter to the contrary, and upon adoption of this section by the municipal legislative body by a two-thirds (2/3) majority vote, a member of a municipal legislative body may participate in a scheduled legislative body meeting by electronic means, including, but not limited to, videoconferencing or other web-based media, but only for the following reasons:

(A) The municipal legislative body member is dealing with a family or medical emergency as determined by the municipal legislative body;

(B) The municipal legislative body member has been called into military service; or

(C) The municipal legislative body member is unable to attend a meeting due to inclement weather.

(2) A municipal legislative body member who is absent shall only participate in a meeting through electronic means if the member can be visually identified by the chair.

(3) A municipal legislative body may opt out of electronic participation in accordance with this section in the same manner that the legislative body opts in under subdivision (a)(1).

(b) A municipal legislative body shall not conduct a meeting that includes electronic participation unless a quorum of the municipal legislative body is present at the physical location of the meeting. No more than twenty percent (20%) of the total membership of the legislative body, not to exceed three (3) members, may participate electronically.

(c) A municipal legislative body member shall not participate electronically in meetings more than two (2) times per year.

(d)(1) All meetings of a legislative body conducted by electronic means under this section must remain open and accessible to the public by providing real-time, live audio or video access to the public.

(2) A clear audio or video recording of the meeting must be made available to the public as soon as practicable following the meeting, and in no event more than two (2) business days after the meeting.

(3) In the public notice required by § 8-44-103, the municipal legislative body shall provide information regarding how the public can obtain real-time, live access to, or a broadcast of, the meeting, and the legislative body is strongly urged to provide an agenda for the meeting in such notice.

(e) The municipal legislative body shall develop a policy for conducting meetings that include electronic participation.

(f) This section is deleted on July 1, 2028.

SECTION 3. This act takes effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 136

PASSED: April 21, 2025

RANDY McNALLY
SPEAKER OF THE SENATE

CAMERON SEXTON, *SPEAKER*
HOUSE OF REPRESENTATIVES

APPROVED this 9th **day of** May **2025**

BILL LEE, *GOVERNOR*

RLA-17599 **R-25-8-906**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rule V, Section S, Commissioners Not Serving on Committees with Family Members, regarding a Commissioner not serving on a Committee if that Commissioner has a family member working in a Knox County Government department which might be regulated, investigated, or overseen by such Committee, effective September 1, 2025.
(Rules Committee)

Attachments

Resolution

Exhibit A

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY COMMISSION RULES, RULE V, SECTION S, COMMISSIONERS NOT SERVING ON COMMITTEES WITH FAMILY MEMBERS, REGARDING A COMMISSIONER NOT SERVING ON A COMMITTEE IF THAT COMMISSIONER HAS A FAMILY MEMBER WORKING IN A KNOX COUNTY GOVERNMENT DEPARTMENT WHICH MIGHT BE REGULATED, INVESTIGATED, OR OVERSEEN BY SUCH COMMITTEE, EFFECTIVE SEPTEMBER 1, 2025.

RESOLUTION: **R-25-8-906**

REQUESTED BY: **RULES COMMITTEE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Commission (the "Commission") is empowered to enact rules of procedure for the timely and effective conduct of public meetings; and

WHEREAS, accordingly, the Commission has adopted the Knox County Commission Rules (the "Commission Rules"); and

WHEREAS, it is necessary from time-to-time to amend the Commission Rules in the interest of clarity, consistency, and efficiency; and

WHEREAS, the Commission's Rules Committee convened on July 28, 2025 to consider certain amendments to the Commission Rules and recommended that the Commission Rules be amended as provided herein.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

Effective September 1, 2025, the Knox County Commission Rules, Rule V, Section S entitled "Commissioners Not Serving on Committees with Family Members" shall be amended to read as shown on Exhibit A attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

EXHIBIT A

New language is in **red, bolded and underlined**

Effective September 1, 2025, Rule V, Section S, is amended to read as follows:

RULE V. COMMITTEES AND BOARDS

SECTION S. *COMMISSIONERS NOT SERVING ON COMMITTEES WITH FAMILY MEMBERS:*

A Commissioner shall not serve on any committee or board that has a family member as defined by spouse, parent, grandparent, siblings, in-laws, or children.

No Commissioner shall serve on any Committee or subcommittee, including but not limited to the Audit Committee and the Personnel Committee, if that Commissioner has a family member working in any Knox County government department or agency which might be regulated, investigated or overseen by such committee.

RLA-17600 **R-25-8-907**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rule VI, Section H, Reorganization Meeting Order of Procedure, to amend the procedure for filling vacancies on committees.
(Rules Committee)

Attachments

Resolution

Exhibit A

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY COMMISSION RULES, RULE VI, SECTION H, REORGANIZATION MEETING ORDER OF PROCEDURE, TO AMEND THE PROCEDURE FOR FILLING VACANCIES ON COMMITTEES.

RESOLUTION: **R-25-8-907**

REQUESTED BY: **RULES COMMITTEE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Commission (the "Commission") is empowered to enact rules of procedure for the timely and effective conduct of public meetings; and

WHEREAS, accordingly, the Commission has adopted the Knox County Commission Rules (the "Commission Rules"); and

WHEREAS, it is necessary from time-to-time to amend the Commission Rules in the interest of clarity, consistency, and efficiency; and

WHEREAS, the Commission's Rules Committee convened on July 28, 2025 to consider certain amendments to the Commission Rules and recommended that the Commission Rules be amended as provided herein.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission Rules, Rule VI, Section H entitled "Reorganization Meeting Order of Procedure" shall be amended in Numbers 3 and 4 to read as shown on Exhibit A attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

EXHIBIT A

New language is in **red, bolded and underlined**
Deleted language is in ~~red and struck through~~

Rule VI, Section H, Numbers 3 and 4 shall be amended as follows:

RULE VI. MISCELLANEOUS

SECTION H. REORGANIZATION MEETING ORDER OF PROCEDURE:

3. Following election of Chair and Vice Chair of the Commission, the Commission shall consider and approve a resolution appointing commissioners to standing committees in accordance with the section in the Commission Rules regarding standing committees. Commissioners shall have an opportunity to volunteer to serve on the standing committees as may be of interest. Vacancies not filled by volunteers shall be filled by nominations from the floor. **At the Commission reorganization meeting, or in the event the Commission needs to fill a vacancy on a Commission committee or board, the procedure shall be as follows:**

a. The Chair will call for volunteers to fill a committee's or board's open seats.

b. If the number of volunteers are equal to the number of open seats, then the Commission will vote to accept the Commission members who have volunteered to serve on the committee or board.

c. If there is only one open seat for a Commission committee or board, but more than one Commission member desires to fill that seat, the Commission shall follow the procedure in Rule I., Section M. (2) to select the Commission member to fill the seat.

d. If a Commission committee or board has more than one open seat, and it becomes apparent from the volunteer process that more Commission members seek to fill the seats than there are seats to be filled, the Chair shall announce that the Commission shall undertake an open ballot process for selection of the Commission members to fill the open seats. The Commission shall follow this procedure for filling these multiple seats:

i. Each member of the Commission who is present shall have an opportunity by roll call to nominate him or herself to serve on the Commission committee or board at issue. At his or her option, a Commission member may have 30 seconds to explain why he or she desires to serve on the committee or board.

ii. Upon completing the roll call, the Chair shall announce the names of the Commission members who seek to serve on the commission committee or board at issue.

iii. Each Commission member who is present and wishes to vote shall write-in on a paper ballot the appropriate number of Commission member nominees from the announced nominees to serve on the committee or board, given the number of available seats. This vote is not ranked- choice, but each horizontal line shall contain only one Commission nominee name and a ballot shall be completed only by a Commission member who shall identify his or her respective ballot by his or her name at the top right of the ballot. The Commission members shall provide their completed ballots to the Clerk.

iv. Upon the Commission members providing their ballots to the Clerk, the Chair shall inquire whether all ballots have been received from those Commission members who wish to vote.

v. Upon confirmation that all ballots have been received from those Commission members who wish to vote, the Clerk shall then announce the vote of each ballot received, first announcing the name of the Commission member who provided the ballot, and then announcing the names of the Commission nominees for whom the Commission member voted. If a Commission member provides more names on a ballot than available open seats, beginning with the first Commission nominee name on the ballot from the top and proceeding down the ballot, the Clerk shall announce only as many Commission nominees as open seats, and any names further down the ballot shall be disregarded.

vi. The Clerk shall tabulate the number of votes each Commission nominee received. The Clerk shall provide the results to the Chair, who then shall announce the results to the Commission. Upon announcing the results, the Chair shall ask the Commission whether there were any mathematical errors to the announced vote results. If there is a mathematical dispute with regard to the vote results, the Chair and Clerk publicly shall address any mathematical dispute with the Commission member(s) raising the objection.

vii. Upon agreement from the Commission that there are no mathematical errors, the Commission nominee who has the highest number of votes shall be appointed to fill the first open seat. The Commission nominee who has the second highest number of votes shall be appointed to fill the second open seat. The remaining open seats shall be likewise filled with the successive highest vote recipients until all open seats have been filled.

4. **Following approval of the resolution appointing Commissioners to Standing Committees, the** ~~The~~ Chair shall recess the full Commission and convene a meeting of each Standing Committee separately, one at a time, as follows:

   a. The Chair of the Commission shall convene the Standing Committee and open the floor for nominations for the position of Chair of the Standing Committee and from those nominees the Standing Committee will elect a Chair. If a Commissioner nominated is not present at the meeting, a statement from the Commissioner that the Commissioner is willing to serve as an officer shall be submitted.
   b. Once a Chair is chosen that person will then preside over the meeting of the Standing Committee and open the floor for nominations for the position of Vice Chair.
   c. The Chair of the Standing Committee will then adjourn the meeting of the Standing Committee following the approval of the minutes of the previous meetings, if necessary, and to schedule any future meeting as needed.

RLA-17590 **O-25-8-101**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 42, Article II, Division 2, Section 42-53, "Merit System Board of Directors", to revise in Subsection (C) the qualifications for members of the Merit System Board to be eligible to serve if he/she has not previously been employed by the Sheriff's Office within five (5) years instead of ten (10) years preceding his/her appointment and to remove the requirement that a person is not eligible to serve on the Merit System Board if any member of the person's family is or becomes employed by the Knoxville Police Department. (Ord. No. O-90-9-111, adopted 9-10-90; Ord. No. O-91-8-114, adopted 11-25-91; Ord. No. O-95-4-101, adopted 4-24-95; Ord. No. O-19-1-101, adopted 2-25-19; and Ord. No. O-22-6-103, adopted 7-25-22) **(FIRST READING)**

(Commissioner Frazier)

Attachments

Ordinance

Fiscal Note

Supporting Document

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 42, ARTICLE II, DIVISION 2, SECTION 42-53, "MERIT SYSTEM BOARD OF DIRECTORS", TO REVISE IN SUBSECTION (C) THE QUALIFICATIONS FOR MEMBERS OF THE MERIT SYSTEM BOARD TO BE ELIGIBLE TO SERVE IF HE/SHE HAS NOT PREVIOUSLY BEEN EMPLOYED BY THE SHERIFF'S OFFICE WITHIN THE FIVE (5) YEARS INSTEAD OF TEN (10) YEARS PRECEDING HIS/HER APPOINTMENT AND TO REMOVE THE REQUIREMENT THAT A PERSON IS NOT ELIGIBLE TO SERVE ON THE MERIT SYSTEM BOARD IF ANY MEMBER OF THE PERSON'S FAMILY IS OR BECOMES EMPLOYED BY THE KNOXVILLE POLICE DEPARTMENT. (Ord. No. O-90-9-111, adopted 9-10-90; Ord. No. O-91-8-114, adopted 11-25-91; Ord. No. O-95-4-101, adopted 4-24-95; Ord No. O-19-1-101, adopted 2-25-19; and Ord. No. O-22-6-103, adopted 7-25-22)

ORDINANCE: **O-25-8-101**

REQUESTED BY: **COMMISSIONER FRAZIER**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Commission (the "Commission") previously established a Merit System for employees of the Knox County Sheriff's Office and created the Knox County Sheriff's Office Employees' Merit System Board of Directors (the "Merit System Board") to administer the terms of the Merit System, which ordinances have been codified at Sec. 42-51 *et seq.* of the Knox County Code; and

WHEREAS, Sec. 42-53(c) provides for the qualifications of members of the Merit System Board; and

WHEREAS, the Commission desires to update the qualifications of members of the Merit System Board to reduce the amount of time from ten (10) years to five (5) years that a member would not be eligible to serve on the Merit System Board if he/she had previously been employed by the County Sheriff's Office in the years preceding his/her appointment and to remove the requirement that a person is not eligible to serve on the Merit System Board if any member of the person's family is or becomes employed by the Knoxville Police Department.

NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

SECTION 1. The Code of Knox County, Tennessee, Chapter 42, Article II, Division 2, Sec. 42-53, entitled "Merit System Board of Directors", is hereby amended to replace the second sentence in subsection (c) to read as follows:

> **No person shall be eligible to serve as a member of the board if he has previously been employed by the county Sheriff's office within the five (5) calendar years preceding his/her appointment, or if any member of such person's family is or becomes employed by the county Sheriff's office at any time during such person's term of service as a member of the board.**

SECTION 2. This Ordinance shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

FISCAL NOTE

Ordinance O-25-8-101

CAPTION:

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 42, ARTICLE II, DIVISION 2, SECTION 42-53, "MERIT SYSTEM BOARD OF DIRECTORS", TO REVISE IN SUBSECTION (C) THE QUALIFICATIONS FOR MEMBERS OF THE MERIT SYSTEM BOARD TO BE ELIGIBLE TO SERVE IF HE/SHE HAS NOT PREVIOUSLY BEEN EMPLOYED BY THE SHERIFF'S OFFICE WITHIN THE FIVE (5) YEARS INSTEAD OF TEN (10) YEARS PRECEDING HIS/HER APPOINTMENT AND TO REMOVE THE REQUIREMENT THAT A PERSON IS NOT ELIGIBLE TO SERVE ON THE MERIT SYSTEM BOARD IF ANY MEMBER OF THE PERSON'S FAMILY IS OR BECOMES EMPLOYED BY THE KNOXVILLE POLICE DEPARTMENT.

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

There is no cost associated with this Ordinance.

Chris Caldwell, Chief Financial Officer

Chapter 42 Law Enforcement

Article II Sheriff

Division 2

Section 42-53 Merit System Board of Directors

SECTION 3 - MERIT SYSTEM BOARD STRUCTURE AND REQUIREMENTS

3.1 Structure and Qualifications

b.

6.Current language:

Qualifications. All members of the Merit System Board must be over 21 years of age; of good moral character; a citizen of the United States and the state; and must reside in the county. No person shall be eligible to serve as a member of the board if he has previously been employed by the county Sheriff's office within the ten calendar years preceding his/her appointment, or if any member of such person's family is or becomes employed by the county Sheriff's office or the Knoxville Police Department at any time during such person's term of service as a member of the board. For purposes of this section, "family" shall include spouse, parent, grandparent, siblings, in-laws, or children.

Suggested Revised language:

Qualifications. All members of the Merit System Board must be over 21 years of age; of good moral character; a citizen of the United States and the state; and must reside in the county. No person shall be eligible to serve as a member of the board if he has previously been employed by the county Sheriff's office within the five (5) calendar years preceding his/her appointment, or if any member of such person's family is or becomes employed by the county Sheriff's office ~~or the Knoxville Police Department~~ at any time during such person's term of service as a member of the board. For purposes of this section, "family" shall include spouse, parent, grandparent, siblings, in-laws, or children.

RLA-17592 **O-25-8-102**

COMMISSION

Meeting Date: 08/25/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, repealing Section 58-1 of the Knox County Code regarding Vehicle Registration Fees. (Ord. No. O-03-5-101, adopted 6-23-03; Ord. No. O-04-5-101(A), adopted 6-28-04; Ord. No. 09-2-101, adopted 3-23-09; Ord. No. O-19-8-101, adopted 9-23-19; and Ord. No. O-19-9-101, adopted 10-28-19) **(DEFER TO MARCH 2026 AT REQUEST OF SPONSOR) (FIRST READING)** ***(REQUIRES 2/3 VOTE)***

(Commissioner Jay and County Mayor)

Attachments

Ordinance

Fiscal Note

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REPEALING SECTION 58-1 OF THE KNOX COUNTY CODE REGARDING VEHICLE REGISTRATION FEES. (Ord. No. O-03-5-101, adopted 6-23-03; Ord. No. O-04-5-101(A), adopted 6-28-04; Ord. No. O-09-2-101, adopted 3-23-09; Ord. No. O-19-8-101, adopted 9-23-19; and Ord. No. O-19-9-101, adopted 10-28-19)

ORDINANCE: **O-25-8-102**

REQUESTED BY: **COMMISSIONER JAY & COUNTY MAYOR**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, in 2003, the Knox County Commission adopted a $6 vehicle registration fee for Knox County residents; and

WHEREAS, in 2004, that fee was raised to $36; and

WHEREAS, it is the sense of the Knox County Commission that this tax is regressive and impacts low-income people disproportionally; and

WHEREAS, it is further the sense of the Knox County Commission that this tax is unfair to the citizens of Knox County who are paying as a result a significantly higher fee to register their vehicle than is the case in surrounding counties, and places Knox County at a competitive disadvantage compared to those counties.

NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

SECTION 1. Knox County Code §58-1(a) is amended by striking the term "$36" and substituting therefore the term "$32", effective July 1, 2026.

SECTION 2. Knox County Code §58-1(a) is amended by striking the term "$32" and substituting therefore the term "$16", effective July 1, 2027.

SECTION 3. Knox County Code §58-1 is repealed in its entirety effective July 1, 2028.

SECTION 4. Any program or department currently funded by the Wheel Tax shall, after this ordinance takes effect, be funded from other revenue sources within Knox County's annual budget.

SECTION 5. This Ordinance shall have no effect unless it is approved by a two-thirds vote of the Knox County Commission at two regularly scheduled meetings.

SECTION 6. This Ordinance shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it. Effective July 1, 2028, the Knox County Clerk is directed to no longer collect any vehicle registration fee not mandated by Tennessee state statute.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

FISCAL NOTE

Ordinance O-25-8-102

CAPTION:

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REPEALING SECTION 58-1 OF THE KNOX COUNTY CODE REGARDING VEHICLE REGISTRATION FEES.

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

This ordinance would reduce the wheel tax revenue on July 1, 2026, by $1,722,000, which is intended to be covered by natural growth. The wheel tax revenue would be reduced on July 1, 2027, by $6,888,000, which is intended to be covered by natural growth. Again, the wheel tax revenue would be reduced on July 1, 2028, by $6,888,000, which is intended to be covered by natural growth. The total amount, over the three fiscal years, is $15,498,000.

Chris Caldwell, Chief Financial Officer