



Contract No. 240160 - 12

CyberSecurity Products, Solutions, and Services

Vendor: Tech-Refresh, Inc.

Groups: 1, 2, 3

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1. Offer and Acceptance

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation which are incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Tec-Refresh, Inc.

Company Name

100 Bayview Circle, Suite 230

Address

Newport Beach CA 92660

City State Zip

Efrem Gonzales

Signature of Person Authorized to Sign

Efrem Gonzales

Printed Name

President & CEO

Title

Name: Efrem Gonzales

Title: President & CEO

Phone: 909-693-4011

E-mail: efrem.gonzales@tec-refresh.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 240160-12.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Regina Nassen for
As Tucson City Attorney and not personally

08/14/2024
Date

Awarded:

Nathan Davon
As Director of Business Services and not personally

08/14/2024
Date



2. Vendor's Response to Intent to Negotiate/ Best and Final Offer (BAFO)

From: [Michael Tammaro](#)
To: [Christopher Geoffroy](#)
Cc: [Tracy Garcia](#)
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services
Date: Thursday, August 8, 2024 12:43:50 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[240160 BAFO Cybersecurity Price Sheet Tec-Refresh 2.xlsx](#)
[240160 BAFO Cybersecurity Price Sheet Tec-Refresh 1,3.xlsx](#)
Importance: High

Hello Chris:

I did a final review with the executive leadership, and pricing for categories 1-3 is best and final. Concerning category 3, we met with the vendor we selected and based on the information provided by the City of Tucson, determined that we had to adjust the pricing higher.

As an existing vendor working with the City of Tucson, we sincerely appreciate the opportunity to respond to this RFP.

Thank you,

Michael Tammaro
Account Manager
Mobile: (781) 996-9151 • **Phone:** (617) 829-9153
Email: michael.tammaro@tec-refresh.com

Tec-Refresh, Inc. places the highest priority on the security and privacy of our clients. Therefore, we have put our efforts into ensuring this message is error-free and virus-free. Despite our efforts, you should always scan all emails for any threats with proper software, as the sender does not accept liability for any damage inflicted by viewing the content of this email.

From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Date: Thursday, August 8, 2024 at 2:04 PM
To: Michael Tammaro <michael.tammaro@tec-refresh.com>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: RE: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

Thank you sir!



Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | City of Tucson
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From: Michael Tammaro <michael.tammaro@tec-refresh.com>
Sent: Thursday, August 8, 2024 11:03 AM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

Thank you, Chris

We will get back to you ASAP with our BAFO for both categories.

Thank you,

Michael Tammaro
Account Manager
Mobile: (781) 996-9151 • Phone: (617) 829-9153
Email: michael.tammaro@tec-refresh.com

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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Date: Thursday, August 8, 2024 at 1:56 PM
To: Michael Tammaro <michael.tammaro@tec-refresh.com>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: RE: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

We are in the final stages of negotiations and wishing to move forward with our intent to award process this afternoon.

I am hoping to have a response from you within the next few hours.

Would it be correct to assume that you would be submitting the same pricing for Category 2 as you did for the previous BAFO categories?

chris



Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | City of Tucson
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From: Michael Tammaro <michael.tammaro@tec-refresh.com>
Sent: Thursday, August 8, 2024 10:53 AM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

Hi Christopher,

Thank you for the email and the details below regarding Category 3 and Category 2. I will bring these details back to leadership and will have a formal answer in short order.

Just so I am setting correct expectations, do you have a due date that you need a response on the aforementioned categories?

Thank you,

Michael Tammaro
Account Manager
Mobile: (781) 996-9151 • Phone: (617) 829-9153
Email: michael.tammaro@tec-refresh.com

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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Date: Thursday, August 8, 2024 at 1:18 PM
To: Michael Tammaro <michael.tammaro@tec-refresh.com>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>

Subject: RE: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

You don't often get email from christopher.geoffroy@tucsonaz.gov. [Learn why this is important](#)

Sir,

Just noticed that there was a price increase on Category 3; is that correct? (I have attached your BAFO submittal.)

Also, we would like to invite you to provide a best and final offer for Category 2 as well; would you be able to provide BAFO pricing for this? I have attached "240160 BAFO_Cybersecurity_Price_Sheet_Tec-Refresh 2.xls"

Thank you,
Chris



Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | City of Tucson
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From: Michael Tammaro <michael.tammaro@tec-refresh.com>
Sent: Monday, July 8, 2024 10:51 AM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services
Importance: High

Mr. Geoffroy,

Thank you sincerely for the opportunity to engage in negotiations. We deeply appreciate our ongoing partnership as a valued vendor supporting critical projects for the City of Tucson, and we are enthusiastic about advancing into these discussions. I am eager to address the specific inquiries outlined in the provided form from Tec-Refresh.

1. **Regarding Pricing:** The City seeks clarification on Categories 1 and 3 concerning Extended National Pricing, particularly whether these rates are accessible to agencies nationwide. We confirm that these rates are indeed available to agencies

across the nation. However, it's important to note that they may be subject to adjustments due to changes in user counts or manufacturer price increases beyond our control at Tec-Refresh.

2. **Best and Final Pricing:** We are pleased to present our best and final pricing offer to the City on the attached “Best and Final Offer Price Page.” Our pricing structure reflects the culmination of diligent negotiations aimed at securing the most competitive discounts possible. We remain committed to exploring further opportunities to optimize these rates through ongoing discussions with our esteemed vendors.

Additionally, we have adjusted the base price for the Data Classification and Discovery tool to reflect current market conditions. We are confident in our ability to negotiate additional cost efficiencies through further discovery processes. Furthermore, we have reduced the fee for our Data Security and Privacy Consulting Services, underscoring our commitment to delivering exceptional value.

We eagerly anticipate the opportunity to discuss in detail the pricing dynamics of Categories 1 and 3 at your earliest convenience.

Sincerely,



**Michael
Tammaro**
Sales Operations
Manager
Mobile. (781) 996-
9151 • Phone. (617)
829-9153
Email.
[michael.tammaro@tec-
refresh.com](mailto:michael.tammaro@tec-refresh.com)
100 Bayview Circle,
Suite 230 Newport
Beach, CA 92660

tecrefresh



[Schedule a Meeting](#)

Tec-Refresh, Inc. places the highest priority on the security and privacy of our clients. Therefore, we have put our efforts into ensuring this message is error-free and virus-free. Despite our efforts, you should always scan all emails for any threats with proper software, as the sender does not accept liability for any damage inflicted by viewing the content of this email.

From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>

Date: Friday, June 28, 2024 at 12:40 PM

To: Michael Tammaro <michael.tammaro@tec-refresh.com>

Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>

Subject: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

You don't often get email from christopher.geoffroy@tucsonaz.gov. [Learn why this is important](#)

Good morning,

Please find the attached Intent to Negotiate Letter and associated attachment(s), with a response due on Monday, July 8, 2024, by 2:00 p.m. Local Arizona time.

Please let me know if you have any questions.

Thank you,

Chris



Christopher Geoffroy

Contract Officer

Procurement Division

Business Services | City of Tucson

christopher.geoffroy@tucsonaz.gov

direct 520.837.4024

**CITY OF TUCSON RFP 240160
CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES
BAFO PRICE SHEET**

Instructions

Within the **Core Pricing** section in each Category, please provide pricing (within cells highlighted in yellow) for annual cost, subscription, license, services, etc., based on the **example scenario information** below. Your price for each item (excluding services priced at hourly rates) should account for a one-year term for that item. Services in the Core Pricing section should be priced with an hourly rate.

Example Scenario Information

Endpoints: 5,000

Users: 5,000

Network Devices: 300

Firewalls: 10

Daily Data Log Size: 200 GB

Please use the **Extended National Pricing** section towards the bottom of each Category to expand upon and list all additional products, solutions and services you offer in each.

Your extended pricing should be comprehensive. Detail how pricing will be applied (base pricing, discount structure, etc.) for Axia Cooperative's participating agencies with differing needs than those specified in the example scenario above.

Category 2: Identity and Access Management (IAM) Solutions

Core Pricing

Item	Base Price	Discount %	Price
Privileged Access Management (PAM) Solution	\$ 227,500.00	58%	\$ 95,550.00
Annual Maintenance For PAM Solution	\$ 46,800.00	20%	\$ 37,440.00
Passwordless Authentication Solution	\$ 227,500.00	58%	\$ 95,550.00
Annual Maintenance For Passwordless Authentication Solution	\$ 46,800.00	20%	\$ 37,440.00
Adaptive Access Controls Solution	\$ 168,000.00	15%	\$ 142,800.00
Annual Maintenance For Adaptive Access Controls	\$ 328,000.00	15%	\$ 278,800.00
GRAND TOTAL			\$ 687,580.00
Service	Hourly Rate		
IAM Solutions Consulting Services		\$	325.00
GRAND TOTAL		\$	325.00

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing		
Item 1	Insert description here.			
Keeper Security				
Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

From: [Michael Tammaro](#)
To: [Christopher Geoffroy](#)
Cc: [Tracy Garcia](#)
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services
Date: Monday, July 8, 2024 10:53:07 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[240160 BAFO Cybersecurity Price Sheet Tec-Refresh 1,3.xlsx](#)
[240160 Intent to Negotiate - Tec-Refresh.pdf](#)

Importance: High

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Mr. Geoffroy,

Thank you sincerely for the opportunity to engage in negotiations. We deeply appreciate our ongoing partnership as a valued vendor supporting critical projects for the City of Tucson, and we are enthusiastic about advancing into these discussions. I am eager to address the specific inquiries outlined in the provided form from Tec-Refresh.

1. **Regarding Pricing:** The City seeks clarification on Categories 1 and 3 concerning Extended National Pricing, particularly whether these rates are accessible to agencies nationwide. We confirm that these rates are indeed available to agencies across the nation. However, it's important to note that they may be subject to adjustments due to changes in user counts or manufacturer price increases beyond our control at Tec-Refresh.
2. **Best and Final Pricing:** We are pleased to present our best and final pricing offer to the City on the attached "Best and Final Offer Price Page." Our pricing structure reflects the culmination of diligent negotiations aimed at securing the most competitive discounts possible. We remain committed to exploring further opportunities to optimize these rates through ongoing discussions with our esteemed vendors.

Additionally, we have adjusted the base price for the Data Classification and Discovery tool to reflect current market conditions. We are confident in our ability to negotiate additional cost efficiencies through further discovery processes. Furthermore, we have reduced the fee for our Data Security and Privacy Consulting Services, underscoring our commitment to delivering exceptional value.

We eagerly anticipate the opportunity to discuss in detail the pricing dynamics of

Categories 1 and 3 at your earliest convenience.

Sincerely,



**Michael
Tammaro**
Sales Operations
Manager
Mobile. (781) 996-
9151 • Phone. (617)
829-9153
Email.
[michael.tammaro@tec-
refresh.com](mailto:michael.tammaro@tec-refresh.com)
100 Bayview Circle,
Suite 230 Newport
Beach, CA 92660

tecrefresh



[Schedule a Meeting](#)

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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>

Date: Friday, June 28, 2024 at 12:40 PM

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Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>

Subject: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

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Good morning,

Please find the attached Intent to Negotiate Letter and associated attachment(s), with a response due on Monday, July 8, 2024, by 2:00 p.m. Local Arizona time.

Please let me know if you have any questions.

Thank you,
Chris



Christopher Geoffroy

Contract Officer

Procurement Division

Business Services | City of Tucson

christopher.geoffroy@tucsonaz.gov

direct 520.837.4024

CITY OF TUCSON RFP 240160
CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES
BAFO PRICE SHEET

Instructions

Within the **Core Pricing** section in each Category, please provide pricing (within cells highlighted in yellow) for annual cost, subscription, license, services, etc., based on the **example scenario information** below. Your price for each item (excluding services priced at hourly rates) should account for a one-year term for that item. Services in the Core Pricing section should be priced with an hourly rate.

Example Scenario Information

Endpoints: 5,000

Users: 5,000

Network Devices: 300

Firewalls: 10

Daily Data Log Size: 200 GB

Please use the **Extended National Pricing** section towards the bottom of each Category to expand upon and list all additional products, solutions and services you offer in each.

Your extended pricing should be comprehensive. Detail how pricing will be applied (base pricing, discount structure, etc.) for Axia Cooperative's participating agencies with differing needs than those specified in the example scenario above.

Category 1: Security Solutions and Tools

Core Pricing

Item	Base Price	Discount %	Price
Secure Access Service Edge (SASE) Solution	\$ -		\$ -
Annual Maintenance For SASE Solution	\$ -		\$ -
Cloud Access Security Broker (CASB) Solution	\$ -		\$ -
Annual Maintenance For CASB Solution	\$ -		\$ -
Web Application Firewall (WAF) and DDoS Mitigation Solution	\$ -		\$ -
Annual Maintenance For WAF and DDoS Mitigation Solution	\$ -		\$ -
GRAND TOTAL			\$ -

Service	Hourly Rate
Security Solutions Consulting	\$ -
GRAND TOTAL	\$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 3: Data Security and Privacy

Core Pricing

Item	Base Price	Discount %	Price
Data Discovery and Classification Tool	\$ -		\$ -
Annual Maintenance For Data Discovery and Classification Tool	\$ -		\$ -
Regulatory Compliance Management Tool	\$ -		\$ -
Annual Maintenance For Regulatory Compliance Management Tool	\$ -		\$ -
GRAND TOTAL			\$ -
Service	Hourly Rate		
Data Security and Privacy Consulting Services		\$	-
GRAND TOTAL		\$	-

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			



3. City's Intent to Negotiate/ BAFO Request



Christopher Geoffroy
Contract Officer
(520) 837-4024
christopher.geoffroy@tucsonaz.gov

June 27, 2024

Michael Tammaro

Tec-Refresh, Inc.

100 Bayview Circle, Suite 230

Newport Beach, CA 92660

Sent Via Email: michael.tammaro@tec-refresh.com

Re: City of Tucson, RFP #240160, CyberSecurity Products, Solutions, and Services, Notice of Intent to Negotiate

Dear Michael Tammaro:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 240160, CyberSecurity Products, Solutions, and Services. The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. Pricing

The City is requesting clarification on Categories 1 and 3 concerning Extended National Pricing; please confirm if these rates are available to agencies Nationwide.

2. Best and Final Pricing

Please provide your best and final pricing offer to the City on the attached "Best and Final Offer Price Page".

This Notice of Intent to Negotiate is not intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response via e-mail to christopher.geoffroy@tucsonaz.gov on or before Monday, July 8, 2024, at 2:00 p.m. Local Arizona Time. Please contact me via e-mail or at (520) 837-4024 with questions regarding the items above.

Sincerely,

Christopher Geoffroy

Contract Officer

CITY OF TUCSON RFP 240160
CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES
BAFO PRICE SHEET

Instructions

Within the **Core Pricing** section in each Category, please provide pricing (within cells highlighted in yellow) for annual cost, subscription, license, services, etc., based on the **example scenario information** below. Your price for each item (excluding services priced at hourly rates) should account for a one-year term for that item. Services in the Core Pricing section should be priced with an hourly rate.

Example Scenario Information

Endpoints: 5,000

Users: 5,000

Network Devices: 300

Firewalls: 10

Daily Data Log Size: 200 GB

Please use the **Extended National Pricing** section towards the bottom of each Category to expand upon and list all additional products, solutions and services you offer in each.

Your extended pricing should be comprehensive. Detail how pricing will be applied (base pricing, discount structure, etc.) for Axia Cooperative's participating agencies with differing needs than those specified in the example scenario above.

Category 1: Security Solutions and Tools

Core Pricing

Item	Base Price	Discount %	Price
Secure Access Service Edge (SASE) Solution	\$ -		\$ -
Annual Maintenance For SASE Solution	\$ -		\$ -
Cloud Access Security Broker (CASB) Solution	\$ -		\$ -
Annual Maintenance For CASB Solution	\$ -		\$ -
Web Application Firewall (WAF) and DDoS Mitigation Solution	\$ -		\$ -
Annual Maintenance For WAF and DDoS Mitigation Solution	\$ -		\$ -
GRAND TOTAL			\$ -

Service	Hourly Rate
Security Solutions Consulting	\$ -
GRAND TOTAL	\$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 3: Data Security and Privacy

Core Pricing

Item	Base Price	Discount %	Price
Data Discovery and Classification Tool	\$ -		\$ -
Annual Maintenance For Data Discovery and Classification Tool	\$ -		\$ -
Regulatory Compliance Management Tool	\$ -		\$ -
Annual Maintenance For Regulatory Compliance Management Tool	\$ -		\$ -
GRAND TOTAL			\$ -

Service	Hourly Rate
Data Security and Privacy Consulting Services	\$ -
GRAND TOTAL	\$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			



4. Vendor's Response to RFP 240160



City of Tucson - RFP-240160

Cybersecurity Products, Solutions, and
Services

Created by:

Efrem Gonzales
Tec-Refresh, Inc.

Prepared for:

Tracy Garcia
City of Tucson



April 15, 2024

Tracy Garcia
Principal Contract Officer
City of Tucson
255 West Alameda Street
Tucson, AZ, 85701

Dear Tracy Garcia,

On behalf of the entire team at Tec-Refresh, Inc., I would like to express our sincere gratitude for the opportunity to submit our pricing proposal for your consideration. It is an honor to have the chance to contribute our expertise and solutions to the City of Tucson.

At Tec-Refresh, we are committed to delivering exceptional value and service to our clients. We have carefully crafted our proposal to align with the unique needs and objectives of the City of Tucson, and we are confident that our offerings will exceed your expectations.

Should you have any questions or require further information, please do not hesitate to contact us. We are eager to discuss our proposal in more detail and address any concerns you may have.

Once again, thank you for considering Tec-Refresh for your security needs. We are excited about the possibility of partnering with the City of Tucson and look forward to the opportunity to serve you.

Warm regards,

A handwritten signature in black ink that reads "Efrem Gonzales". The signature is written in a cursive, flowing style.

Efrem Gonzales

President and CEO

Tec-Refresh, Inc.

Executive Summary Letter

Dear City of Tucson,

I am pleased to present the bid proposal on behalf of Tec-Refresh, a leading cybersecurity firm, in response to the City of Tucson's request for cybersecurity products, solutions, and services. Our proposal embodies a strategic approach focused on platformization, emphasizing collaboration with a select group of vendors to deliver tailored security solutions, along with our managed security services that are aligned with the unique needs and challenges of the City of Tucson.

At Tec-Refresh, we recognize the critical importance of cybersecurity in safeguarding sensitive data and ensuring the continuity of essential services for the City of Tucson and its constituents. Our platformization strategy is designed to streamline the procurement process and enhance the efficacy of cybersecurity measures by leveraging best-of-breed solutions from carefully curated vendors.

Key Highlights of Our Proposal:

Platformization Approach: Our platformization model emphasizes collaboration with a select group of industry-leading vendors, ensuring access to the most advanced security technologies and expertise tailored to the specific requirements of the City of Tucson.

Customized Solutions: We understand that one size does not fit all in cybersecurity. Through our platformization approach, we offer customized solutions that address the unique security challenges faced by the City of Tucson, including threat detection, incident response, and regulatory compliance.

Vendor Selection Criteria: Our rigorous vendor selection process focuses on partnering with vendors that demonstrate excellence in innovation, reliability, and scalability, ensuring that the City of Tucson receives best-in-class security offerings.

Continuous Improvement: We are committed to ongoing evaluation and optimization of our cybersecurity platform, incorporating feedback from the City of Tucson and advancements in security technology to ensure maximum effectiveness and resilience against evolving threats.

Lasting Partnership: As a cybersecurity firm, we are deeply invested in the success and security of the City of Tucson. Our team of experienced professionals stands ready to provide proactive support and expert guidance to help the city navigate the complex landscape of cybersecurity.

Tec-Refresh is dedicated to empowering the City of Tucson with robust, tailored cybersecurity solutions that mitigate risks, safeguard critical assets, and foster resilience in the face of emerging threats. We are

excited about the opportunity to partner with the City of Tucson in fortifying its cyber defenses and advancing its mission of serving and protecting its residents.

Thank you for considering our proposal. We look forward to the opportunity to discuss our approach in further detail and address any questions or concerns you may have.

Sincerely,

Efrem Gonzales

Efrem Gonzales
President and CEO
Tec-Refresh, Inc.
efrem.gonzales@tec-refresh.com
909-693-4010

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C.2 Category 1 - Security Solutions & Tools

Objective:

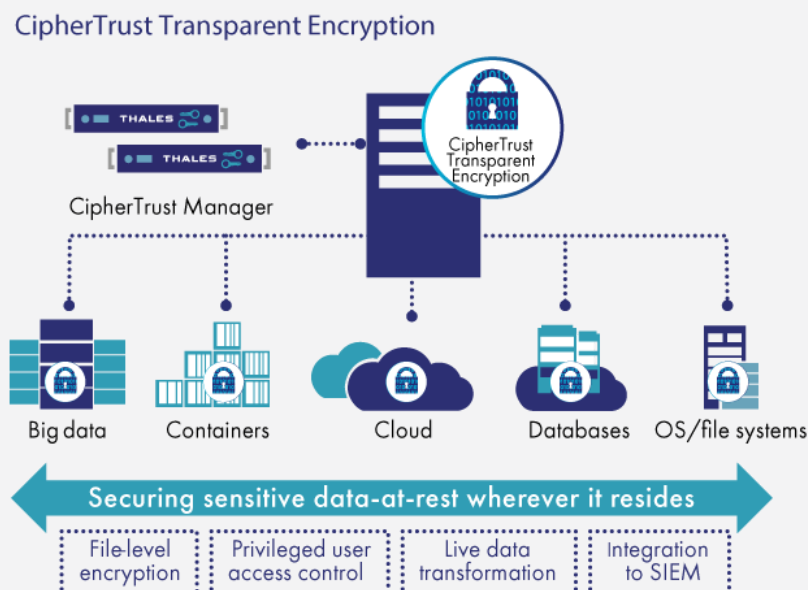
Secure cloud/on-prem environments, applications, and data across multiple platforms

Scope of Solutions & Tools Required:

- **Advanced Data Encryption techniques**, including application-level encryption for sensitive data.

Tec-Refresh Response:

- Tec-Refresh understand the importance of securing sensitive data through advanced encryption techniques. Our approach incorporates, industry-leading encryption methods including AES 256-bit encryption, ensuring comprehensive security of data at rest and in transit. Specifically, for application-level encryption, we utilize technologies like Thales CipherTrust and Microsoft Azure Key Vault, which offer field-level encryption that integrates seamlessly with existing city applications, enhancing security without disrupting operational efficiency. Our solutions adhere strictly to compliance standards such as PCI and HIPAA.



- **Enhanced Identity and Access Management** features, such as adaptive authentication and risk-based access control.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the implementation of an enhanced identity and access management solution. We recommend

- the deployment of Keeper Security's Privileged Access Management (PAM) solution. With more than 50 integrations Keeper's PAM can seamlessly integrate with your existing technologies to help achieve complete visibility, adaptive risk based access control and reporting. This solution helps the City of Tucson maintain:

- Privileged account and session management
- Secrets management
- Single Sign-On (SSO) integration
- Privileged Account Credential Management
- Credential Vaulting and Access Control
- Session Management, monitoring and recording

- **Cloud Workload Protection Platforms (CWPP)** for hybrid and multi-cloud environments, offering deep security visibility and compliance monitoring.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Cloud Platform Workload Protection (CWPP) project. We recommend the deployment of Palo Alto's Prisma Cloud solution as it is a comprehensive Cloud Workload Protection solution that delivers flexible protection to secure cloud VMs, containers and Kubernetes apps, serverless functions and containerized offerings like AWS Fargate tasks. With Prisma Cloud, DevOps and cloud infrastructure teams can adopt the architecture that fits their needs without worrying about security keeping pace with release cycles or protecting a variety of tech stacks. The Prisma Cloud CWPP solution provides:

- Vulnerability management
- Compliance
- CI/CD security
- Runtime defense
- Container access control
- Image analysis sandbox
- Trusted images
- Web app and API security
- Agentless agent-based security

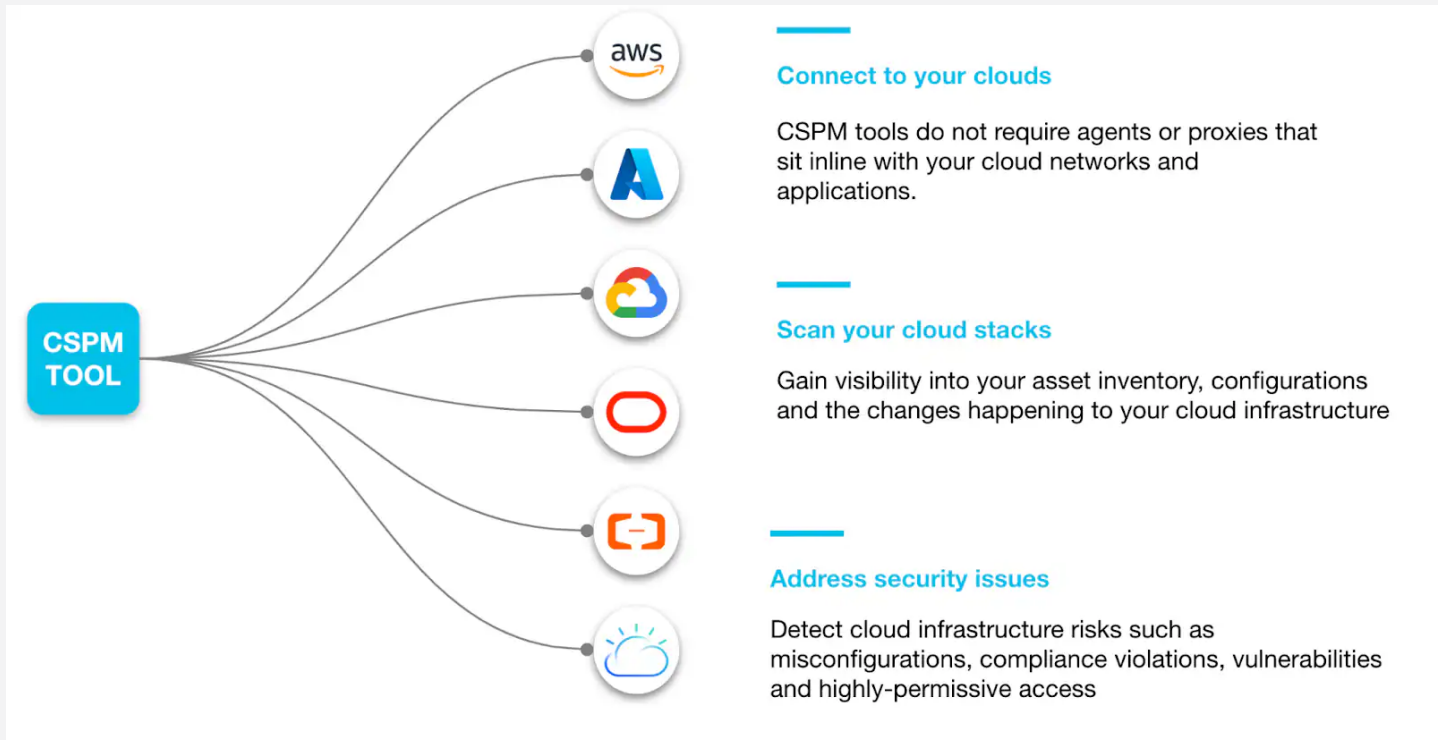
- **Cloud Security Posture Management (CSPM)** to identify misconfigurations and enforce compliance standards across cloud accounts.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Cloud Security Posture Management (CSPM) project. We recommend Palo Alto's Prisma Cloud that

takes a unique approach to Cloud Security Posture Management, that goes beyond mere compliance or configuration management. The solution delivers comprehensive visibility and control over the security posture of every deployed resource. We analyze and normalize disparate data sources to provide unmatched risk clarity. This includes some of the following:

- Configuration assessment
- Compliance management
- Easy-to-use query language
- Automated remediation



- **SaaS Management Platforms** for comprehensive oversight over cloud application usage, shadow IT, and third-party apps integration.

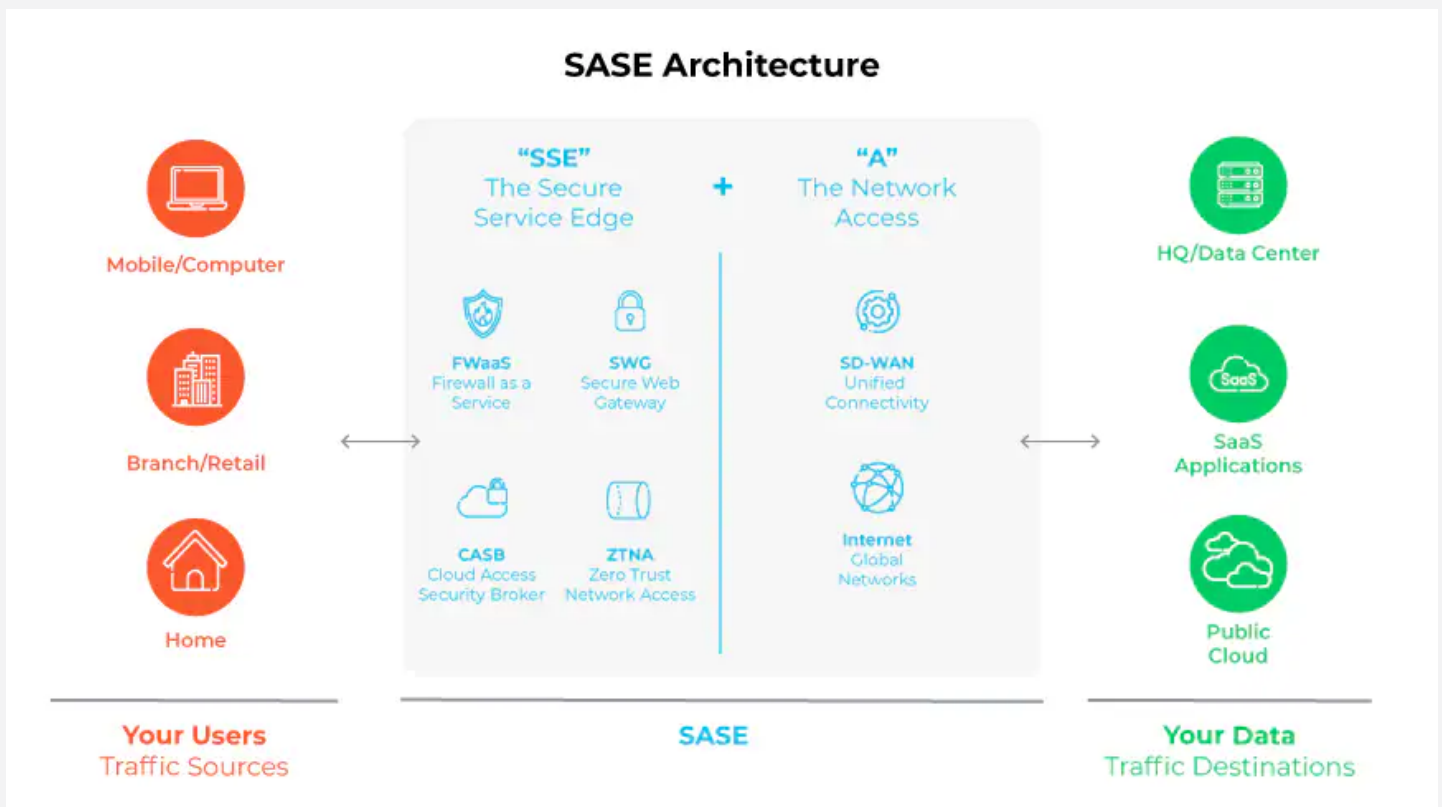
Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the SaaS Management Platform project. Our team recommends the deployment of Palo Alto's SaaS Security Posture Management (SSPM) as a further enhancement to the organization's CASB project to mitigate risks to sanctioned apps and the data within them by finding and fixing misconfigured features or settings. The following are brief highlights of what the solution will provide:
 - Benchmark sanctioned apps against security best practices
 - Remediate misconfigurations with ease and confidence
 - Prevent recurring configuration drift

- **Secure Access Service Edge (SASE)** solutions that combine network security functions with WAN capabilities to ensure secure and fast cloud access.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Secure Access Service Edge (SASE) project. Our recommendation is to utilize the Palo Alto Prisma SASE framework that aims to consolidate various functions and capabilities into a single platform. This approach enhances operational speed and simplifies management. The following are five essential technologies are fundamental to the Prisma SASE secure access service edge deployments:
 - Secure Web Gateway (SWG)
 - Firewall as a Service (FWaaS)
 - Cloud-Access Security Broker (CASB)
 - Zero Trust Network Access (ZTNA)
 - SD-WAN



- **Cloud Access Security Brokers (CASBs)** for real-time threat protection, compliance scanning, and encryption across cloud services.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Cloud Access Security Brokers (CASB) project. Our recommendation is to deploy Palo Alto's Next-Gen CASB solution that has the capacity to keep any and all of your SaaS apps secure across

your entire enterprise and in real time. With comprehensive data protection that's leading the industry, you can confidently contain the rapid implementation of SaaS products while securely enabling your hybrid workforce. This solution would solve the following challenges often seen by organizations:

- See and secure all applications automatically
 - Simply and consistently protect all users, everywhere
 - Accurately protect sensitive data in real time
 - Stop known and unknown threats, instantly
- **Cloud Data Compliance Management**, ensuring adherence to GDPR, CCPA, HIPAA, and other regulatory frameworks.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Cloud Data Compliance Management project. We recommend the deployment Palo Alto's Prisma Cloud Data Security Posture Management (DSPM) solution that automatically finds and contextualizes sensitive data. The proposed solution is designed to eliminate data blind spots, find shadow data and bolster your security and compliance posture with automated data classification. It protects your datastores (including database and object storage) across the four major public cloud providers. The following are example key elements of the data security posture management solution:
 - Data discovery and classification
 - Data risk analysis
 - Data privacy and compliance
 - Data access governance
 - Data detection and response
 - Malware prevention
- **Web Application Firewall (WAF) and DDoS Mitigation** to protect cloud services from web application attacks and denial-of-service attacks.

Tec-Refresh Response:

- To ensure the security of the City of Tucson's digital resources, we suggest deploying a strategic defense plan that utilizes leading technologies such as Palo Alto Networks NGFW for DDoS protection, along with Imperva and Cloudflare for comprehensive Web Application Firewall (WAF) capabilities. These systems are engineered to provide proactive detection and countermeasures, delivering ongoing safeguarding against a broad range of web application risks and DDoS threats. Palo Alto's sophisticated DDoS defense techniques excel in recognizing and neutralizing large-scale attacks, thus preserving the continuous operation

and availability of services. Simultaneously, Imperva offers advanced security at the application level, evolving with threats to shield applications from unauthorized use.

Enhancing our security setup further, Cloudflare's WAF and DDoS mitigation solutions incorporate an expansive global network that efficiently manages and dilutes traffic from DDoS incidents, reducing the likelihood of service interruptions. This layered defense strategy not only protects web applications from external threats but also enhances web functionality, improving the online experience for City constituents.

C.3 Category 2 - Identity and Access Management (IAM) Solutions

Objective:

Secure system and data access with state-of-the-art IAM solutions, leveraging emerging technologies for enhanced security and streamlined user experiences.

Scope of Solutions & Tools Required:

- **Passwordless Authentication:** Solutions that facilitate secure, passwordless access, employing next-generation tools such as FIDO2 security keys, mobile authentication apps, biometric authentication systems (e.g., facial recognition, fingerprint scanners), and smart cards. These technologies should offer a seamless user experience while providing robust security against common attack vectors.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Passwordless Authentication project. Our recommendation is Keeper Security's Government Cloud as it is a [FedRAMP](#) Authorized password manager and privileged access manager. Integrating passwordless authentication into KSGC provides the ultimate frictionless login experience for users. KSGC offers seamless integration with popular single sign-on solutions, such as Okta, AWS, OneLogin, Ping Identity, F5 BIG-IP APM, Google Workspace, JumpCloud and Microsoft ADFS / Azure AD to provide businesses the utmost in authentication flexibility. Keeper SSO Connect is a patented technology which allows you to quickly and securely integrate zero-knowledge password management and encryption with your existing SSO solution using standard SAML 2.0 (Security Assertion Markup Language) authentication. Keeper SSO Connect provides secure authentication and end-to-end encryption across all of your websites, systems and applications without the need to remember a master password. Keeper is compatible with Conditional Access Policies (CAP) enforced by the identity provider, including any existing MFA solution. Available passwordless options include:
 - Biometric authentication
 - FIDO2 security keys
 - Passkeys
 - One-time passwords (OTP)
 - Magic links
 - Rules engines based on state of systems



- **Behavioral Biometrics & AI Risk Assessment:** Solutions using AI and machine learning to analyze user behavior patterns for continuous authentication and dynamic risk assessment. The City is interested in technologies that can identify anomalies in user behavior, offering an additional layer of security.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Behavioral Biometrics & AI Risk Assessment project. We recommend the CrowdStrike Falcon Identity Protection (IDP) solution as it enables hyper-accurate threat detection and real-time prevention of identity-based attacks by combining the power of advanced AI, behavioral analytics, and a flexible policy engine to enforce risk-based conditional access. The solution will allow The City of Tucson to block threats in real time as soon as lateral movement is detected across both the authentication layer or endpoints. It also improve your response times dramatically and eliminate the need to hunt through logs. Key highlights of the CrowdStrike Falcon IDP platform:
 - Unified identity protection for hybrid environments
 - Find stealthy attacks with AI-powered detection
 - Stop lateral movement in real-time
 - Enforce risk-based conditional access



- **Adaptive Access Controls:** Demand systems that implement SSO and MFA, utilizing contextual and adaptive policies based on real-time risk assessments. These controls should adjust authentication requirements dynamically, factoring in user location, device security posture, time of access, and typical behavior patterns.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Adaptive Access Control project. We recommend the CrowdStrike Falcon Identity Protection (IDP) solution that consists of two platform modules:

Falcon Identity Threat Detection: Serves as the first level of detection for AD security, providing identity risk analysis and detecting threats to the authentication system and credentials as they happen.

Falcon Identity Threat Protection: Enables frictionless security with real-time threat prevention and IT policy enforcement using identity, behavioral and risk analytics that combine with nearly any MFA/SSO provider to challenge threats in real time.

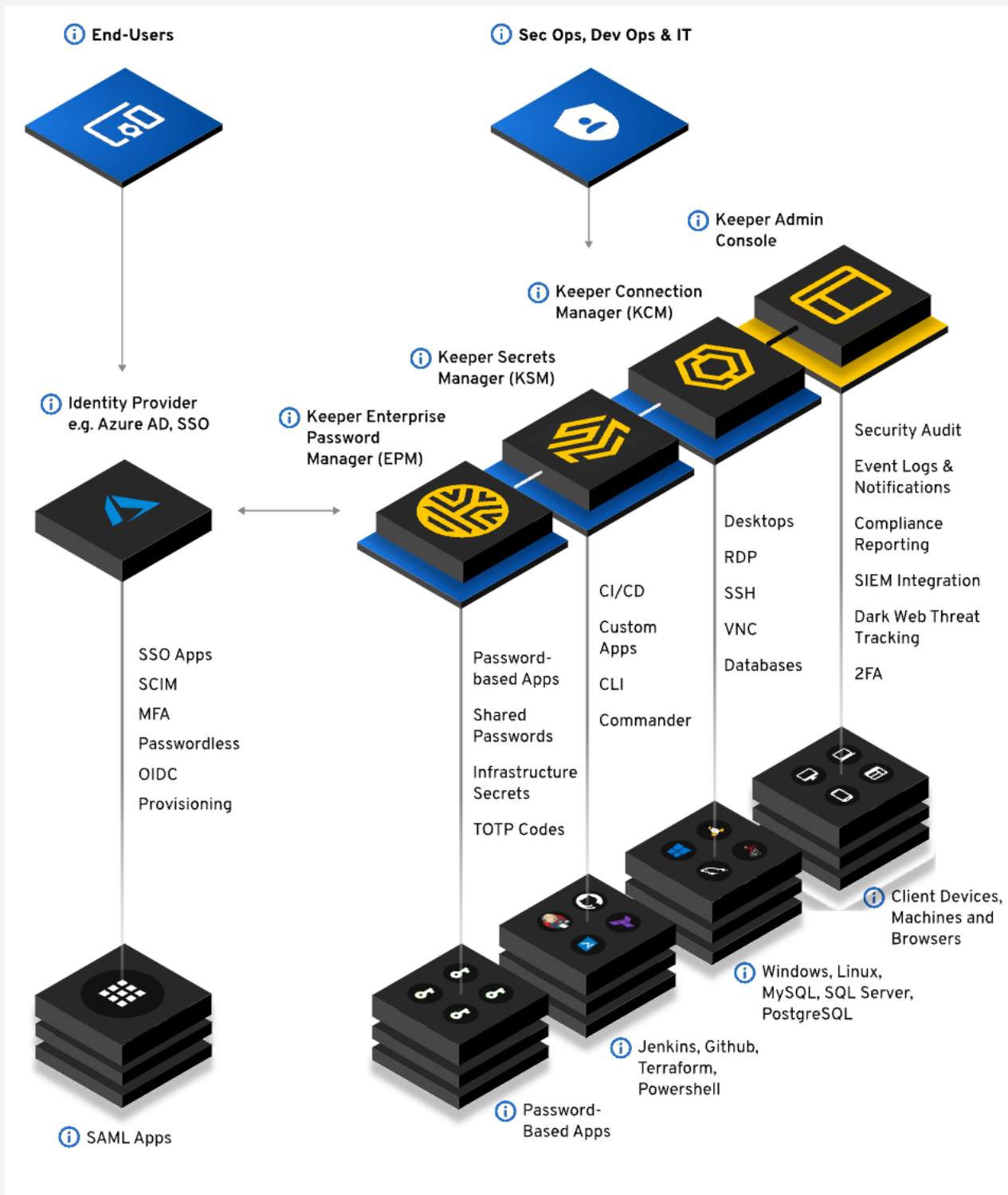
The flexible policy engine allows you to enforce risk-based conditional access, including:

- Access from a forbidden country
- Excessive or unusual access
- Service account misuse
- Unusual user geolocation
- Custom threat detection using policy rules
- Use of stale endpoint

- **Privileged Access Management (PAM):** Solutions with advanced monitoring capabilities, including session recording and AI-driven analytics, to safeguard privileged accounts and detect unauthorized or suspicious activities.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Privileged Access Management (PAM) project. Our recommended solution for PAM is Keeper Security's Government Cloud ([KSGC](#)) Password Manager and next-gen Privileged Access Manager as it is FedRAMP Authorized and StateRAMP Authorized and maintains the Keeper Security zero-trust security framework alongside a zero-knowledge security architecture, so users have complete knowledge, management and control over credentials and encryption keys. KSGC equips organizational IT administrators with visibility and control over password and passkey security practices across the entire organization, on all devices, and enables IT admins to enhance authentication security. The platform enables zero-trust and zero-knowledge security and compliance by unifying three integral products into one SaaS platform with limited IT staff required. Key elements of Keeper Security:
 - Privileged Account and Session Management (PASM)
 - Secrets Management
 - Single sign-on (SSO) integration
 - Privileged Account Credential Management
 - Credential vaulting and access control
 - Session management, monitoring and recording
 - Privileged Elevation and Delegation Management (PEDM)
 - Robust compliance and reporting (RBAC, 2FA, HIPAA, SOC, etc.)



- Public Key Infrastructure (PKI):** Systems for digital certificate and encryption key management that ensure secure communications and data protection. The City is interested in solutions that streamline certificate issuance, renewal, and revocation processes.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the PKI project. Our recommendation is to utilize a solution like AppViewX with their CERT+ and PKI+ services.

CERT+: Allows you to fully automate the entire certificate lifecycle from discovery to installation to renewal to reduce manual effort, improve productivity, and reduce costs. It enables PKI teams to self-service certificate management with easy-to-use workflows for speed, agility, and scale. You can also integrate seamlessly with third-party enterprise solutions via APIs and enrollment protocols to automate certificate management across DevOps, multi-cloud, and containerized environments.

PKI+: Improves security posture with a secure and compliant PKI-as-a-Service that fully adheres to industry best practices and enterprise-wide crypto policies. It allows you to define and enforce enterprise-wide PKI policies and role-based access control. Generate reports and logs for easy audits and compliance validation.

- **Decentralized Identity Management:** Explore the use of blockchain or distributed ledger technology for secure, user-managed identity verification. Solutions should allow users to control their identity data and share it securely with trusted entities.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the need to provide decentralized identity management by leveraging Keeper Security Password Management. Keeper Security uses blockchain technology to let users control their identities securely. With blockchain, user identities are kept safe and tamper-proof. Users can manage their personal information and decide who can access it. This ensures transparency and trust in identity verification. Encryption and Decryption always occurs at the users endpoint device, limiting exposure of the company's vault.

Given that users already store credentials, sensitive documents, and other essential assets within Keeper's secured vault system, sharing becomes a seamless process. Access to the vault is tightly controlled, with both internal employees and trusted third-party entities (which may be defined at the administrator level) required to undergo the same process of employing robust multi-factor authentication methods coupled with high-grade encryption to ensure data security and integrity.

- **Secure Access Delegation & Federation:** Solutions facilitating secure access delegation and identity federation using standards like OAuth, OpenID Connect, and SAML, ensuring safe and efficient cross-domain authentication and authorization.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist the City of Tucson with deploying secure access delegation and identity federation solutions that use established protocols such as OAuth, OpenID Connect, and SAML. We recommend integrating top-tier solutions from vendors like Okta and Microsoft Azure Active Directory to ensure robust and efficient cross-domain authentication and authorization.

Okta provides expert management of user authentication and authorization using OpenID Connect and OAuth, facilitating secure, token-based access across various systems. In parallel, Microsoft Azure Active Directory excels in offering SAML-based integrations, which enable seamless identity federation and single sign-on (SSO) capabilities across a wide range of applications. These platforms enhance cross-domain security and user management, providing a solid foundation for secure access within the City's infrastructure. Our approach for the City of Tucson includes a thorough evaluation of your existing identity management systems, followed by the strategic integration of these recommended solutions.

- **Automated Secrets Management:** Automated tools for managing digital secrets, emphasizing the secure storage, rotation, and access control of API keys, credentials, and other sensitive configuration data.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Automated Secrets Management projects. Our recommendation is Keeper Security as it solves every pain point in the credential lifecycle – from provisioning to deprovisioning. With KeeperPAM, organizations can manage password practices and privileges while simply and securely automating critical activities, including rotation of passwords and secrets. Keeper enables organizations to automate changing passwords for privileged accounts including Active Directory (AD) user accounts, SSH keys, database passwords, AWS IAM accounts, Azure IAM accounts and Windows/Mac/Linux user accounts. KeeperPAM's password rotation capabilities enable admins to:
 - Automatically rotate credentials on a predetermined schedule or on demand
 - Securely share records and IT configuration between IT users
 - Rotate credentials regardless of where they exist on-premises or in the cloud
 - Perform post-rotation actions such as restarting services
 - Receive notifications for incidents such as unexpected credential rotation
 - Rotate credentials in remote locations without requiring a VPN
 - Access audit logging and change history through the Advanced Reporting and Alerts Module (ARAM)
 - Enable privileged and non-privileged users to rotate credentials, not just IT teams

C.4. Category 3 – Data Security and Privacy

Objective:

Protect sensitive information from breaches and ensure privacy compliance.

Scope of Solutions & Tools Required:

- **Advanced Data Loss Prevention (DLP)** technologies with machine learning capabilities for better detection of sensitive data exfiltration.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Data Loss Prevention project. We recommend the Palo Alto Data Loss Prevention (DLP) solution to locate where your sensitive data is and everywhere it flows. Palo Alto will identify sensitive data-at-rest and data-in-transit throughout the entire enterprise. Monitor and prevent unsafe data transfers and non-compliance by enforcing unified protection policies. Example DLP services:
 - Ensure data and regulatory compliance
 - Protect intellectual property
 - Control malicious insider behavior
 - Avert mistakes from negligent insiders
- **Encryption-in-Use technologies**, enabling secure data analytics and processing without exposing plaintext data.

Tec-Refresh Response:

- At Tec-Refresh, we understand the vital role of Encryption-in-Use technologies in enabling secure data analytics and processing while safeguarding confidential information. To meet this essential requirement, we integrate leading-edge solutions such as IBM's Fully Homomorphic Encryption (FHE) Toolkit and Microsoft SEAL. These tools are designed to perform calculations on encrypted data, ensuring it remains secure and unexposed in its raw form throughout the processing phase.

Utilizing technologies like IBM's FHE and Microsoft SEAL, the City of Tucson has the capability to perform advanced data analytics on encrypted datasets, obtaining crucial insights while maintaining robust data security. For example, IBM's FHE facilitates complex operations on encrypted data, delivering results that, when decrypted, are identical to those that would have been achieved using the original plaintext. This is particularly advantageous for processing sensitive data, such as medical records or financial details, because it adheres to stringent privacy regulations.

Our approach includes a comprehensive evaluation of Tucson's data processing needs, leading to the customized integration of these sophisticated encryption technologies into your current IT infrastructure.

- **Anonymization and Pseudonymization techniques** for enhancing privacy while maintaining data utility.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist the City of Tucson with enhancing data privacy while ensuring the utility of data through advanced anonymization and pseudonymization techniques. Given the city's need for robust privacy measures alongside effective data analytics capabilities, we recommend the implementation of Microsoft Azure Purview. This solution is celebrated for its comprehensive ability to manage and govern extensive data environments, effectively anonymizing and pseudonymizing sensitive data.

Using Azure Purview, we apply sophisticated algorithms that convert personal identifiers into anonymized or pseudonymized formats, successfully eliminating direct identifiers and replacing them with non-traceable codes. This enables the City of Tucson to harness its data for strategic decision-making and analytical purposes without compromising individual privacy. Moreover, Azure Purview supports the use of differential privacy methods, ensuring that data remains useful for analytics while protecting the identities of individuals in the dataset.

- **Data Discovery and Classification Tools** to identify and categorize sensitive and regulated data automatically.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Data Discovery and Classification Tools project. We recommend the deployment of Palo Alto's Prisma Cloud Data Security Posture Management (DSPM) solution that automatically finds and contextualizes sensitive data. The proposed solution is designed to eliminate data blind spots, find shadow data and bolster your security and compliance posture with automated data classification. It protects your datastores (including database and object storage) across the four major public cloud providers. The following are example key elements of the data security posture management solution:
 - Data discovery and classification
 - Data risk analysis
 - Data privacy and compliance
 - Data access governance
 - Data detection and response
 - Malware prevention

- **Regulatory Compliance Management Tools** for real-time monitoring and reporting of compliance status with frameworks such as GDPR, HIPAA, and more.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Regulatory Compliance Management Tools project. We recommend the deployment of Palo Alto's Prisma Cloud Data Security Posture Management (DSPM) solution as it allows organizations to securely scale their data and AI infrastructure. Building on unique data discovery, classification and monitoring capabilities, Prisma Cloud puts data at the center of Code to Cloud security. The following are example key elements of the data security posture management solution:
 - Comprehensive coverage to find all sensitive or regulated data, regardless of where the data resides.
 - Automated data classification with 100+ pre-built classifiers to identify PII, financial information, health records, developer secrets, and compliance-related data.
 - Fast, agentless scanning and classification provides a full mapping of your sensitive data and risk in 24 hours, no connectors required.
 - Sensitive data stays in your account. Data is scanned and classified in your cloud account, ensuring data residency compliance. Prisma Cloud DSPM relies on metadata and cloud logs to minimize impact on performance.

C.5. Category 4 – Security Consulting and Advisory Services

Objective:

Engage expert advisory services to refine cybersecurity strategies, operational frameworks, and ensure compliance through focused guidance, workshops, and sessions.

Scope of Solutions & Tools Required:

- **Cybersecurity Strategy Development:** Assistance in crafting comprehensive cybersecurity strategies that align with organizational goals and risk tolerance, including strategic planning workshops and cybersecurity roadmap creation.
- **Framework Implementation Guidance:** Support for adopting and executing cybersecurity frameworks (e.g., NIST CSF, ISO/IEC 27001) with workshops and consulting for seamless integration.
- **Risk Management Consultation:** Expert advisory on risk management practices, from identification to mitigation, including facilitated risk assessment workshops.
- **Policy and Governance Development:** Help in formulating and updating security policies and governance structures to meet best practices and compliance standards, using policy development workshops and consulting.
- **Incident Response Planning Support:** Consulting on developing or enhancing incident response plans with template-based guidance, plan development workshops, and simulation exercises.
- **Emerging Technology Advisory:** Strategic insights into adopting emerging technologies securely, with services including innovation workshops and advisories on technology implications.
- **Vendor Selection and Technology Guidance:** Advisory services for selecting and implementing cybersecurity technologies, offering comparative analyses and selection framework support.

Tec-Refresh Response:

Our recommendation for the Category 4 required scope of services, we believe that many of the individual categories will be addressed together or in close succession, so we wanted to provide a holistic approach to this category.

The Tec-Refresh team will perform a series of initial reviews to include an Architecture Review, to gain a holistic view of your network environment. At its conclusion, a tailor-made set of, actionable, NIST-based policies and tasks will be presented. These findings will be adjusted based on the City's cyber profile, relevant regulatory requirements, and industry benchmarks.

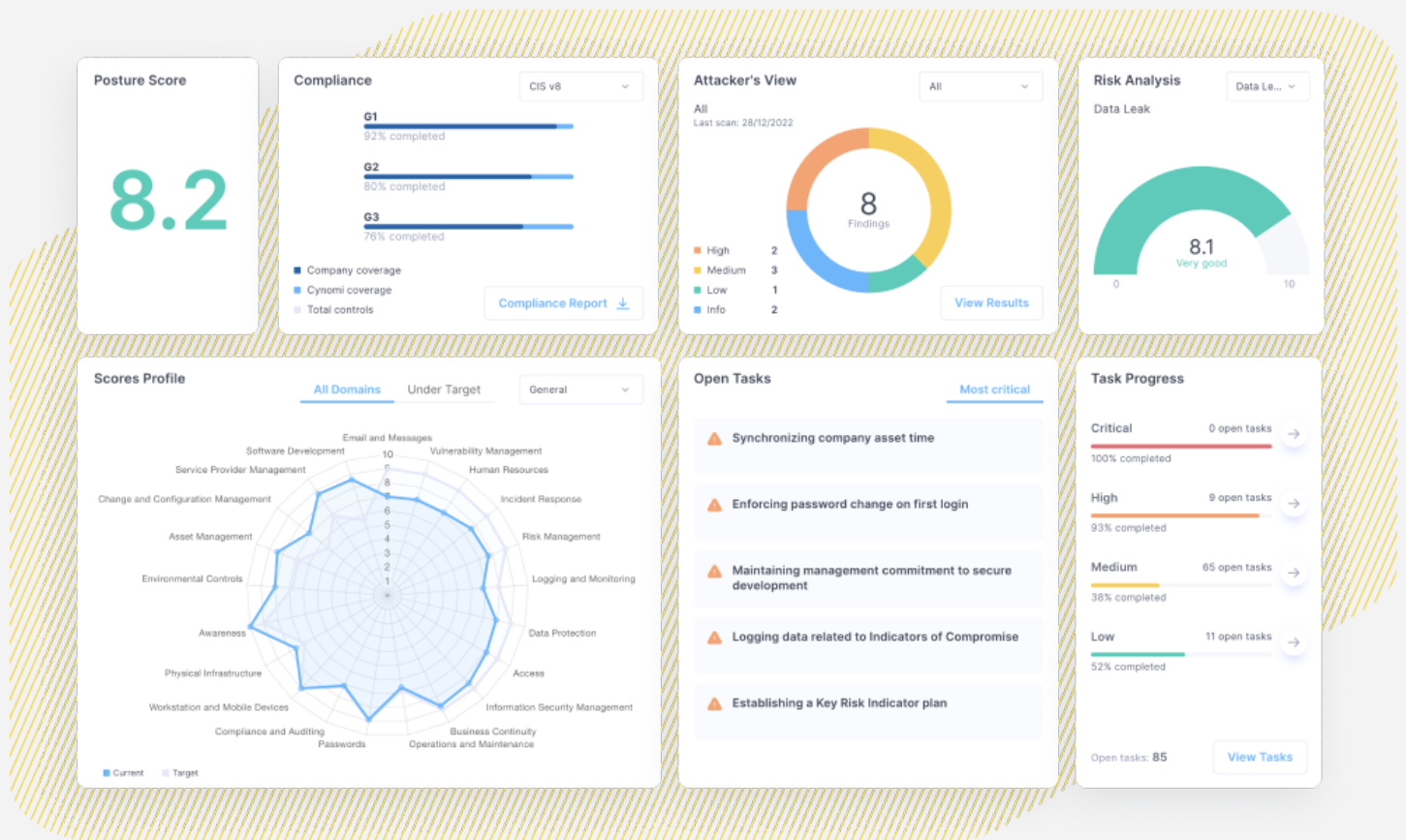
We leverage Cynomi's AI-powered, automated vCISO platform to continuously assess your cybersecurity posture, build strategic remediation plans and execute them to reduce risk. By using the Cynomi platform we can provide risk and compliance assessments, tailored policies, and an actionable remediation plans with prioritized detailed tasks, task management tools, progress tracking and reports.

After an initial discovery questionnaire, Cynomi automatically generates self-guided, easy to follow questionnaires and express scans, to automatically build a unique cyber profile.

Powered by proprietary AI algorithms, modeled after the world's best CISOs, the Cynomi engine continuously parses the cyber profile against relevant external resources like:

- The NIST Cybersecurity Framework
- ISO 27001, CIS v8 frameworks and other standards
- Industry benchmarks
- External industry-based threat intelligence

Cynomi's real-time cybersecurity posture dashboard includes gap analysis, compliance status, tailored and easy to follow policies, reports, and a customized remediation plan that includes prioritized, actionable tasks and the tools to manage your ongoing execution.



The assessment will include, but is not limited to the following items:

- Access
- Active Directory
- Awareness
- Compliance and Auditing
- Data Protection
- Domain and DNS
- Email and Messages
- HR
- Incident Response
- Logging and Monitoring
- Network
- Office365
- Password
- Physical Infrastructure
- Remote Access
- Risk Management
- SaaS
- Secure Software Development
- Servers, Workstations, & Mobile
- Vulnerability Management
- Website

Tec-Refresh is an information security consulting firm which provides managed security services, risk management, and compliance services. Efrem Gonzales founded the company in 2010 on the principle of putting the customer first. Our solutions reduce complexity, simplify device compliance, and enhance network security. We will provide our advisory services to The City's information technology team to assist with IT related project design, consultation, emerging technologies, recommended vendor solution, and recommended industry best practices.

In addition to our advisory services, assessments, and the Cynomi platform, we recommend to conduct a tabletop exercise during the process of the policy planning and development to assess how you react to incidents by role-playing a customized, simulated incident. The Tabletop Exercise trigger executive, operational and technical considerations in your decision-making process to identify critical areas of improvement, so you don't get blindsided when there is a real attack.

We deliver best-in-class managed IT and security services:



Security Operations



Penetration Testing



Vulnerability Assessments



Social Engineering Prevention



Managed Detection & Response



Network Visibility



Advisory Services



Backup



Disaster Recovery



Archival

C.6. Category 5 – Regulatory Compliance and Governance Services

Objective:

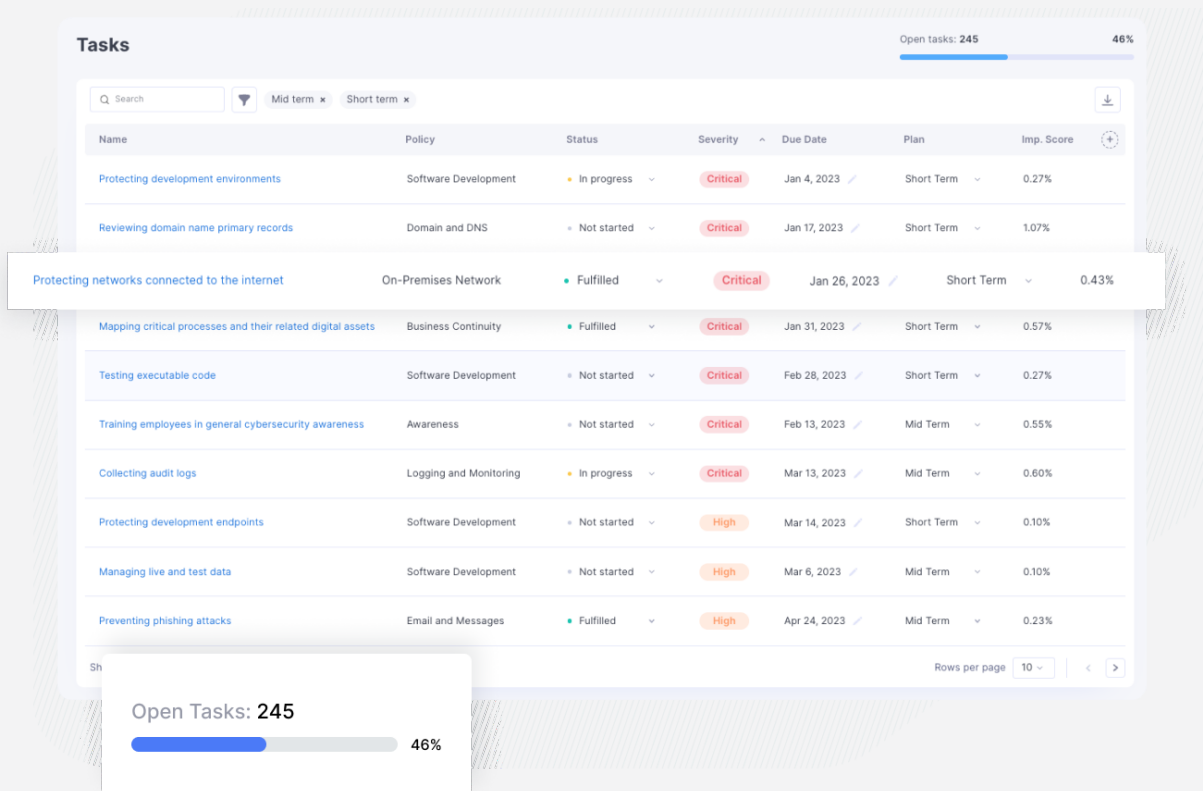
Partner with Contractor(s) to ensure strict adherence to cybersecurity regulations and the implementation of best practices across all operations.

Scope of Solutions & Tools Required:

- Comprehensive Compliance Audits and Gap Analyses:** Solutions that offer thorough audits against international standards and regulations, pinpointing areas of non-compliance and providing actionable recommendations for remediation.

Tec-Refresh Response:

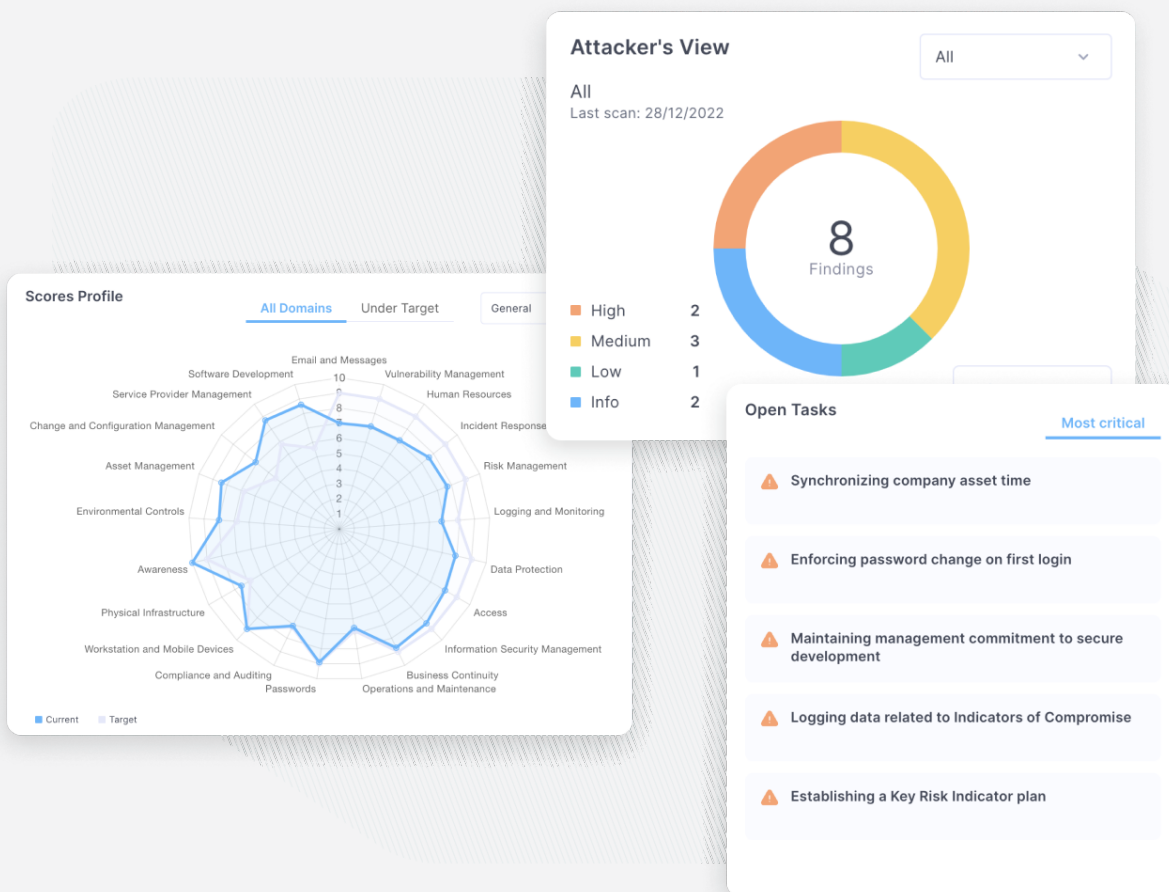
- The Tec-Refresh Team has experience and can assist The City of Tucson with the need of providing comprehensive compliance audits and gap analysis by leveraging Cynomi. The Cynomi platform frequently keeps itself abreast of the multitudes of various laws, standards and etc. (more on that below). This allows the City of Tucson to perform self audits and identify what are the critical, high, medium and low compliance gaps? The system then provides recommendations, allowing to develop a proper roadmap to excel beyond simply "compliant".



- **Governance, Risk, and Compliance (GRC) Platforms:** Advanced platforms that facilitate streamlined policy management, risk assessment, and compliance tracking. The City is interested in platforms that offer real-time insights and customizable reporting capabilities.

Tec-Refresh Response:

- We also leverage Cynomi to provide a streamlined approach to developing proper policy management, risk assessment and compliance tracking.
 - Cynomi calculates a cyber protection score for each client’s specific risks - including ransomware, data leaks, fraud and website defacement (and much more), so you can measure and track your client’s risk for each.
 - As you resolve tasks, the scores are adjusted in real time. This gives project managers the power to deliver reports on what will bring the biggest value.



- **Emerging Regulation Advisory Services:** Expert advisory services that keep organizations ahead of the curve regarding upcoming cybersecurity laws, guidelines, and standards. Proposals should outline how these services can help organizations proactively adjust to new regulatory requirements.

Tec-Refresh Response:

- The Cynomi platform has onboarded a multitude of industry verticals, with deep understandings in government, law and order and a multitude of municipal intricacies. Questionnaires and scan engines are constantly updated with both what Cynomi expert advisors has identified and any new regulations that the City of Tucson may be specifically be held to. Cynomi's developers are accessible to discuss and implement such modifications within days, marking a significant contrast from other prominent players in the industry.
- **Documentation and Reporting Tools:** Tools designed for the efficient management of compliance evidence, audit trails, and regulatory submissions. These should support comprehensive documentation practices and simplify the reporting process to regulatory bodies.

Tec-Refresh Response:

- Cynomi includes a built-in customer-facing reporting suite. This enables providers to deliver branded, real-time, exportable status and progress reports for customer stakeholders – operations and management alike.
 - Within each task, users are able to upload proof of compliance to be provided within the reports. This gives auditors a trail of how you have grown before and after.
- These reports show security level, improvement trends, compliance gaps and comparison with industry benchmarks – helping you easily show the progress you helped them make them as simple to understand or detailed for engineering remediation.

C.7. Category 6 - Managed Security and Professional Services

Objective:

Partner with experts to enhance cybersecurity operations through managed services, focusing on professional guidance and seamless technology integration.

Scope of Solutions & Tools Required:

Managed Detection and Response (MDR): Seeking 24/7 security monitoring and incident response services for continuous oversight and rapid threat mitigation.

Tec-Refresh Response:

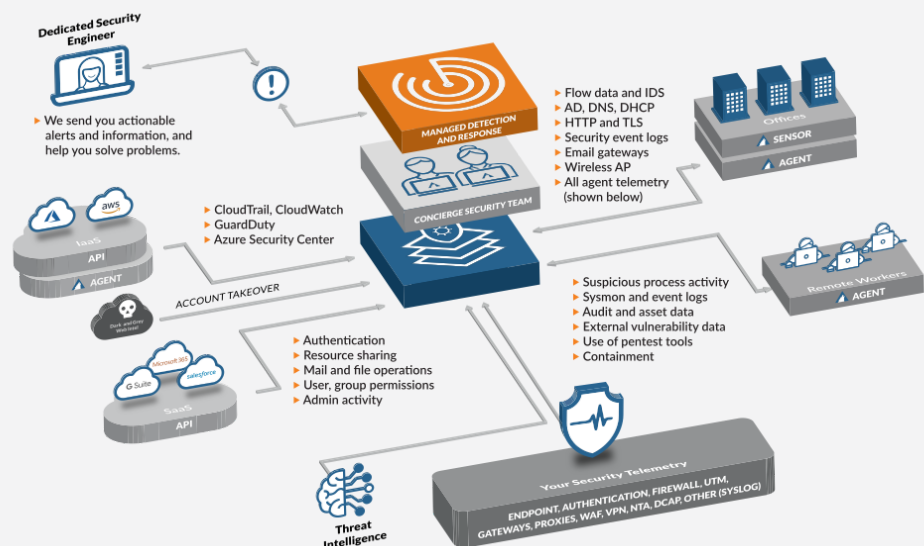
We recommend the ArcticWolf Managed Detection and Response (MDR) solution to help you defend against advanced threats that bypass prevention tools. We fundamentally believe that you can't have protection if you don't have detection first. This solution extends our MDR capabilities to the cloud, identifying misconfigurations and other vulnerabilities and monitoring for attacks and account compromises in progress.

Key features include:

- Fully managed and hosted SIEM
- 24x7 monitoring
- Monthly external vulnerability scanning
- Monthly and quarterly reporting
- Unlimited log volume and events per second
- 90-day log retention

Sources of telemetry include:

- FW/UTM Logs
- IDS alerts
- DNS logs
- HTTP & TLS
- Active Directory
- Flow Data
- Other logs
- Server logs
- Wireless AP



Detect

Leverage your existing tech stack to identify the advanced network, endpoint, and cloud threats. We do this by ingesting network flow data and infrastructure logs to our sensors and analyzing correlating events.

Respond

Subject matter engineers will provide 24x7 coverage and response to threats.

Recover

Investigate root cause, validate remediation, and continuously improve your overall security posture

- **Managed Vulnerability Identification and Remediation:** Programs aimed at proactive identification and patching of security vulnerabilities to fortify defenses.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Managed Vulnerability Identification and Remediation project. Our recommendation is the Palo Alto Cortex Xpanse solution as it is an active attack surface management solution that helps your organization actively discover, learn about and respond to unknown risks in all connected systems and exposed services.

Active discovery: Automatically, continuously scan the entire internet. Actively discover and index your unknown risks in all connected systems and exposed services.

Active learning: Use supervised machine-learning models to continuously map your attack surface and prioritize remediation efforts. Reduce MTTD and MTTR without additional analysts.

Active response: Immediately reduce your attack surface risks with built-in automated playbooks instead of merely raising IT tickets.

Attack surface management use cases:

- Fix Security Blindspots
- Prevent Ransomware
- Eliminate Shadow Cloud
- Improve Zero-Day Response
- Internet Operations Management
- Reduce Cyber Insurance

- **Security Operations Center as a Service (SOCaaS):** Solutions offering scalable, expert-led security operations to enhance threat detection and response capabilities.

Tec-Refresh Response:

- We recommend the ArcticWolf Managed Detection and Response (MDR) solution as their Concierge Security Team will help The City of Tucson by providing over 600 expert SOC engineers to guide you through the deployment, triaging and hardening security, and incident response through the following main categories of service:

Detect:

- Broad Visibility: Works with your existing technology stack to discover and profile assets and collect data and security event observations from multiple sources.
- 24x7 Monitoring: Your environment is monitored for threats and risks around the clock, allowing you to focus on other important areas of your business.
- Advanced Threats: Catch advanced threats that are missed with other approaches with a platform that analyzes more security data, and an experienced team who knows how to look for them.

Respond:

- Managed Investigations: We investigate suspicious activity so you don't have to, making alert fatigue and time wasted on investigating false positives a thing of the past.
- Incident Response: Every second counts. Detect and respond to critical security incidents within minutes to prevent the spread of threats.
- Log Retention and Search: Takes the work out of managing logs, enabling you to easily conduct additional investigations, if needed.

Recover:

- Guided Remediation: We work with you on detection, response, and remediation to validate the threat has been neutralized and verifying it hasn't returned.
- Root Cause Analysis: Deep investigation into the root cause of incidents to promote the creation of customized rules and workflows that harden your posture.
- Personalized Engagement: Regular meetings to review your overall security posture and find areas of improvement that are optimized for your environment.

<p>Deployment</p> <ul style="list-style-type: none"> Service setup Technical readiness Essential log configuration 	<p>Triage Security</p> <ul style="list-style-type: none"> 24x7 monitoring Security investigations Response actions 	<p>Concierge Security</p> <ul style="list-style-type: none"> Security journey Security posture assessment Account reviews 	<p>Incident Response</p> <ul style="list-style-type: none"> Business restoration Severe incident remediation Digital forensics
<p>Deployment Engineers</p> <p>Quick And Efficient Service Deployment</p> <p>A designated deployment team will help you deploy sensors and configure essential logs to get you up and running.</p> <p>TECHNICAL READINESS</p>	<p>Triage Security Engineers</p> <p>24x7 Environment Monitoring</p> <p>Over 600 Security Engineers support our SOC to monitor your environment 24x7 to triage, investigate, and respond to events.</p> <p>TRIAGE & INVESTIGATIONS</p>	<p>Concierge Security Engineers</p> <p>Proactive Risk Mitigation</p> <p>Your Concierge Security Team of named experts will guide you through change implementation and ongoing security posture hardening reviews.</p> <p>SECURITY POSTURE HARDENING</p>	<p>Incident Response Engineers</p> <p>Comprehensive Response Capabilities</p> <p>In-depth remediation and severe incident response capabilities, such as ransomware negotiation.</p> <p>REMEDICATION & INCIDENT RESPONSE</p>

- **Managed Compliance Services:** Assistance in achieving and maintaining continuous compliance with regulatory requirements, simplifying the compliance process for internal teams.

Tec-Refresh Response:

- Our Managed Services provide comprehensive support to help you navigate the complex landscape of regulatory requirements effectively. Leveraging advanced solutions such as Palo Alto Networks and Cynomi, we offer tailored strategies and proactive measures to ensure adherence to industry regulations and standards.

Our team of experts will work closely with your organization to assess your current compliance posture and identify areas for improvement. We will provide guidance and recommendations on implementing best practices and solutions to address regulatory requirements effectively.

Through continuous monitoring and analysis, we will keep track of changes in regulatory standards and evolving threats, ensuring that your organization remains compliant at all times. Our proactive approach allows us to identify potential compliance gaps early and take corrective action promptly.

We understand that compliance can be a complex and time-consuming process for internal teams. Our Managed Compliance Services aim to alleviate this burden by providing automated solutions and streamlined workflows that simplify compliance management tasks and reduce manual effort.

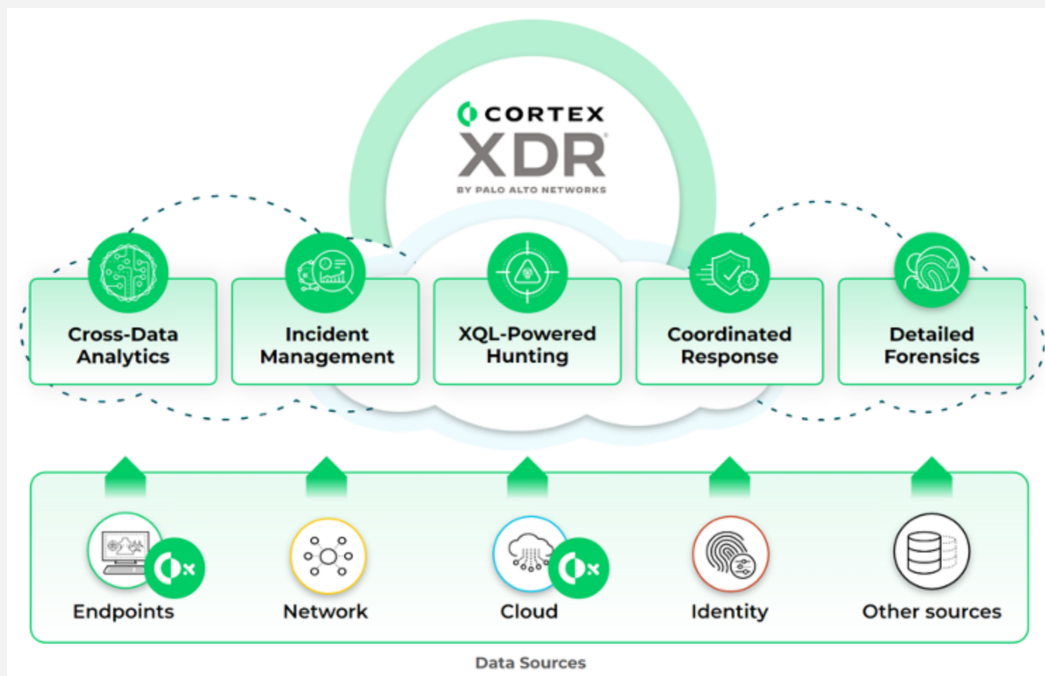
- **Managed Endpoint Protection:** Services incorporating advanced antivirus, endpoint detection and response (EDR), and mobile security solutions for comprehensive endpoint defense.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Managed Endpoint Protection project. We recommend the Cortex XDR solution to evolve your endpoint security and put a stop to known and unknown endpoint threats. It blocks advanced malware, exploits and fileless attacks. The Palo Alto lightweight agent stops threats with Behavioral Threat Protection, AI and cloud-based analysis. It pinpoints evasive threats with patented behavioral analytics. Cortex XDR uses machine learning to profile behavior and detect anomalies indicative of attack. Analytics lets you spot adversaries attempting to blend in with legitimate users.

This will allow the City to investigate threats quickly by getting a complete picture of each attack with incident management. You can view the root cause of any alert with a single click and swiftly stop attacks across your environment. Key features of the Cortex XDR solution are:

- Complete Endpoint Security
- Machine-Learning-Driven Threat Detection
- Incident Management
- Automated Root Cause Analysis
- Deep Forensics
- Flexible Response
- Extended Threat Hunting



- **Managed Network Security:** Comprehensive network security services, including managed firewalls, intrusion detection systems (IDS), and intrusion prevention systems (IPS), to safeguard critical network infrastructure.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Managed Network Security project. For threat prevention to be effective, it must be done across multiple layers and everywhere on the network—not just on-premises or in the data center. It must keep pace with the changing threat landscape, allow for high throughput, and be inclusive of all applications regardless of port, protocol, or encryption. It must also focus on prevention to automatically stop known and unknown threats instead of generating alerts and noise that security teams may never investigate.

With these key tenets in mind, our team recommends the Palo Alto Networks Advanced Threat Prevention service as it is natively integrated to the Palo Alto platform that protects organizations across the entire attack lifecycle, delivering:

- Comprehensive protection against known and unknown attacks—server-side, client-side, exploit kits, and phishing—including those that use network evasion techniques
 - The unique ability to leverage deep learning and machine learning models to block evasive and unknown command-and-control (C2) channels completely inline
 - Broad visibility and granular control across your entire network
 - Consistent, simplified policy management wherever your apps are deployed—hardware servers, virtual environments, clouds, or containers
 - Simple and effective predefined policies requiring minimal tuning. Although we support ingestion of third-party rules, such as Snort or Suricata, Advanced Threat Prevention does not require any custom signatures or configurations
 - Automated threat intelligence to prevent successful attacks
 - High-throughput, low-latency performance to zero in on critical threats
- **Managed Cloud Security:** Customized solutions designed to protect cloud-based environments, supporting both multi-cloud and hybrid architectures.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the Managed Cloud Security project. Our recommendation is Cortex XDR as it helps organizations protect cloud workloads running in public, private, hybrid, and multicloud environments. It offers agent-based and agentless security for VMs, containers managed by Kubernetes, OpenShift®, Docker®, and cloud assets where an agent cannot be installed. Security teams can install the lightweight Cortex XDR agent on a broad range of operating systems and kernel versions to secure cloud servers and applications, including hosted containers such as Google Kubernetes

Engine (GKE), Amazon Elastic Kubernetes Service (EKS), and Azure Kubernetes Service (AKS), as well as VMs.

Cortex XDR offers frictionless Kubernetes-based deployment, ensuring that security scales along with cloud workloads. SOC analysts can quickly triage and investigate threats by viewing container information like container ID, name, image ID, and more in Cortex XDR alerts. Deep Kubernetes integration offers cloud scale and agility while providing security leaders peace of mind. The Cortex XDR agent supports a wide variety of operating system and kernel versions, including Amazon Linux AMI, Amazon Linux 2 LTS, Azure Virtual Desktop, Windows Server 2022, and many more.

Cortex XDR detects threats by collecting and analyzing cloud logs. Its analytics detectors examine cloud audit and flow logs, as well as identity logs to baseline behavior and uncover cloud-specific threats. It also collects Prisma® Cloud alerts and Prisma Cloud Compute alerts for hunting and investigations.

Features and Benefits:

- Prevents cloud-based exploits, malware, and fileless attacks
 - Automatically detects attacks by analyzing cloud logs and Cortex XDR agent data with machine learning
 - Accelerates investigations by integrating data from any source-including the cloud-to eliminate data silos and swivel chair syndrome
 - Offers flexible response options to contain attacks, and alert on policy, security, or compliance issues
 - Integrates tightly with Prisma Cloud, the industry's leading Cloud Native Application Protection Platform, for end-to-end cloud security across build, deploy, and run
- **Professional Services and Integration:** Emphasis on strategic consulting to develop actionable cybersecurity strategies, roadmaps, and specialized workshops. Additionally, the City seeks expertise in the seamless integration of security technologies within existing IT environments to enhance operational efficiency and cybersecurity posture.

Tec-Refresh Response:

- At Tec-Refresh, we prioritize strategic consulting and seamless integration to develop actionable cybersecurity strategies tailored to the unique needs of our clients. We understand the importance of aligning cybersecurity initiatives with organizational goals and objectives, and our team of experts is dedicated to delivering tangible results that drive success.

Tec-Refresh was founded in 2010 and with over 10 years of experience in providing managed

security services, including our ongoing partnership with law enforcement agencies in the County of Orange, California, Tec-Refresh brings a wealth of knowledge and expertise to the table.

Our strategic consulting services focus on developing actionable cybersecurity strategies and roadmaps that align with your organizational objectives. We offer specialized workshops and training sessions to educate and empower your teams to address cybersecurity challenges effectively.

Our team specializes in the seamless integration of security technologies within existing IT environments, ensuring minimal disruption to your operations while enhancing your cybersecurity posture. We work closely with your IT teams to identify integration opportunities and implement solutions that optimize efficiency and effectiveness.

At Tec-Refresh, we are committed to delivering excellence in everything we do. From initial consultation to ongoing support and maintenance, we prioritize customer satisfaction and strive to exceed your expectations at every step of the process.

C.8. Category 7 - Emerging Technologies and Future-Proofing Services

Objective:

Adopt and integrate advanced technologies for proactive threat defense and operational efficiency.

Scope of Solutions & Tools Required:

- **Artificial Intelligence (AI) and Machine Learning (ML)** based security tools for predictive threat analysis, anomaly detection, and automated incident response, enhancing the efficiency and effectiveness of security operations.

Tec-Refresh Response:

- At a fundamental level, using AI and ML well in your organization's security enables security operations center (SOC) teams to do a lot more effectively, with fewer people. It's a multiplying factor that strengthens an organization's capacity and allows analysts' skills to be put towards the right work to leverage their experience.

A common use case for AI and ML in security is to help establish a baseline of normal operations and then alert a team to potential anomalies. AI and ML can also be used to improve operational effectiveness by identifying the more mundane tasks that people are doing all the time. The technology can create or suggest automation playbooks that will save time and resources.

AI and ML also help inform and power automation—which is the key to scalability in environments where staff and resources are always constrained. Every SOC today needs to address more threats that are more sophisticated, with fewer people. At the end of the day, the goal of AI and ML is to help provide a good security outcome in a way that specifically makes rapid use of very scarce resources.

Many security toolsets are utilizing AI and ML to accomplish the following:

- Analyze network traffic patterns and identify potential threats in real-time to proactively prevent known and unknown threats, including malware, ransomware, and zero-day attacks.
- Enable accurate identification and classification of applications traversing the network, even when encrypted or obfuscated to enforce security policies based on application usage, enhancing control and reducing the attack surface.

- Detect anomalous activities across endpoints, networks, and cloud environments through behavioral analytics to identify potential indicators of compromise (IoCs) and swiftly respond to emerging threats, including advanced persistent threats (APTs) and insider threats.
 - Automate threat detection and response workflows, reducing manual effort and accelerating incident resolution that can provide actionable insights and recommended response actions, empowering them to mitigate risks efficiently.
 - Continuously assess cloud infrastructure configurations and identify misconfigurations, compliance violations, and security risks to enable organizations to enforce security best practices and maintain a robust security posture in cloud environments.
 - Anomaly detection capabilities to monitor cloud workloads for suspicious behavior and unauthorized activities. This proactive approach to cloud workload protection helps organizations prevent data breaches and ensure compliance with regulatory requirements.
 - Enables organizations to orchestrate and execute incident response actions with speed and consistency, minimizing dwell time and reducing the impact of security incidents.
- **Blockchain technologies** for secure, decentralized data management and identity verification, offering solutions for enhancing data integrity, securing transactions, and establishing trust without centralized authority.

Tec-Refresh Response:

- At Tec-Refresh, we understand the critical importance of embracing innovative technologies to address the evolving cybersecurity landscape. We are excited about the opportunity to assist the City of Tucson in harnessing the power of blockchain technology to enhance data integrity, secure transactions, and establish trust without centralized authority.

Blockchain for Secure and Decentralized Data Management:

Blockchain technology revolutionizes data management by offering a secure and decentralized framework for storing and verifying information. By distributing data across a network of nodes and employing cryptographic techniques, blockchain ensures tamper-proof data integrity and resilience against unauthorized modifications.

Identity Verification and Authentication:

Blockchain-based identity verification solutions provide a robust mechanism for securely managing and verifying digital identities. Through the use of cryptographic keys and immutable ledgers, individuals can maintain control over their identity information while securely proving their identity for various transactions and interactions.

Enhancing Data Integrity and Security:

Blockchain technology enhances data integrity by creating an immutable record of transactions, making it virtually impossible to alter or manipulate historical data. This capability is particularly valuable for ensuring the integrity of sensitive information, such as financial records, medical data, and legal documents.

Securing Transactions and Establishing Trust:

Blockchain facilitates secure peer-to-peer transactions without the need for intermediaries, reducing transaction costs and eliminating single points of failure. Additionally, the transparency and traceability inherent in blockchain ledgers help establish trust among participants, fostering greater confidence in the integrity and authenticity of transactions.

How Tec-Refresh Can Assist:

Consultation and Strategy Development: Our team of blockchain experts will collaborate with the City of Tucson to assess its specific needs and objectives, providing tailored recommendations and strategies for leveraging blockchain technology effectively.

Blockchain Implementation and Integration: We will assist in the design, development, and deployment of blockchain solutions tailored to the City of Tucson's requirements, ensuring seamless integration with existing systems and processes.

Training and Education: Tec-Refresh will provide comprehensive training and educational resources to empower city staff with the knowledge and skills necessary to understand and leverage blockchain technology effectively.

Continuous Support and Maintenance: Our commitment to customer satisfaction extends beyond implementation, as we offer ongoing support and maintenance services to ensure the long-term success and reliability of blockchain solutions deployed for the City of Tucson.

- **Internet of Things (IoT) security solutions** for comprehensive device and network protection, addressing the unique challenges posed by the expanding IoT landscape, including device management, data security, and network segmentation.

Tec-Refresh Response:

- The Tec-Refresh Team has experience and can assist The City of Tucson with the IoT security solution project. We recommend Palo Alto's Enterprise IoT Security, the most comprehensive Zero Trust solution for IoT devices to assist in the IoT enforcement of Zero Trust with least

privilege access, continuous trust verification, and continuous security inspection.

Palo Alto's IoT Security will discover 90% of devices in the first 48 hours. Expand visibility to all devices for IT and security teams – even devices never seen before. Enterprise IoT Security uses a patented three-tier machine learning (ML) model combined with our patented App-ID technology and crowdsourced telemetry. The ML technology helps with speed, accuracy, and scalability in device profiling to reveal type, vendor, model, and more than 50 + unique device attributes. Enterprise IoT Security also helps you understand your attack surface and compliance gaps with 24/7 real-time risk assessment on threats, exploits, risk, and device context. This includes abnormal device behavior, Common Vulnerabilities and Exposures (CVEs) data, Software Bill of Material (SBoM) mapping to CVEs, and more.

Segment IoT devices from the rest of your network by creating granular, context-rich segmentation policies to prevent lateral movement of threats. You can get up to 20X faster policy creation with fine-grained, Zero Trust, policy recommendations that save countless hours per device from gathering the application usage, connection, and port/protocol data needed to create policies manually. Easily enforce the recommended policies on supported network enforcement technologies with one click.

Seamlessly integrated with Enterprise IoT Security, our Cloud-Delivered Security Services coordinate device threat intelligence to stop all threats to connected IoT devices without increasing the workload for your security personnel. For example, the solution prevents known exploits, web threats, command and control (C2), and malware. It also prevents zero-day threats with inline deep learning and instant IoT behavior anomaly detection. Enterprise IoT Security can automatically trigger our ML-Powered NGFW and other supported NAC technologies to dynamically isolate IoT devices with validated threats. The quick security response gives your security team time to form remediation plans without the risk of further infection from those devices.

Enterprise IoT Security provides 15X faster deployment time. You need your team to spend time on security, not set-up. Using the Enterprise IoT Security as a service with the Palo Alto Networks ML-Powered NGFWs or Prisma Access, your infrastructure and security teams become IoT-aware within minutes. Enterprise IoT Security eliminates IoT device blind spots across your existing IT and security solutions with playbook-driven, built-in integrations. Our simplified cloud-delivery means Enterprise IoT Security can be deployed across any architecture without requiring multiple sensors and network redesign.

- **Future-proofing consultations** to evaluate and implement emerging security technologies and methodologies, ensuring the organization's security posture can adapt to future threats and technological advancements. This includes assessments of quantum-resistant cryptography, 5G network security strategies, and the integration of cybersecurity considerations into emerging tech like AR/VR for training and operational purposes.

Tec-Refresh Response:

- At Tec-Refresh, we prioritize our clients' security needs while staying at the forefront of emerging technologies and threats. We are excited to present our bid response to the City of Tucson's request for future-proofing consultations aimed at ensuring resilience against evolving cyber threats and technological advancements.

Our philosophy revolves around putting the customer first. We understand the unique challenges faced by the City of Tucson and are committed to delivering tailored solutions that address their specific needs and concerns.

Future-Proofing Strategy:

Emerging Security Technologies: We recognize the importance of staying ahead of the curve when it comes to security technologies. Our team of experts will conduct thorough consultations to evaluate and implement emerging security technologies that align with the City of Tucson's goals and requirements.

Quantum-Resistant Cryptography: As quantum computing continues to evolve, traditional cryptographic methods face unprecedented risks. Our consultants will assess the feasibility and implications of quantum-resistant cryptography to safeguard the City of Tucson's sensitive data against future quantum threats.

5G Network Security Strategies: With the proliferation of 5G networks, cybersecurity considerations become paramount. We will collaborate with the City of Tucson to develop robust 5G network security strategies that protect against emerging threats and ensure the integrity and confidentiality of data transmission.

Integration of Cybersecurity into Emerging Tech: As the City of Tucson explores emerging technologies like Augmented Reality (AR) and Virtual Reality (VR) for training and operational purposes, we will work closely to integrate cybersecurity considerations into these initiatives. Our consultations will ensure that security is embedded into the design and implementation of AR/VR systems, mitigating potential risks and vulnerabilities.

Key Deliverables:

- Comprehensive assessments of quantum-resistant cryptography, 5G network security strategies, and cybersecurity integration into AR/VR technologies
- Customized recommendations and implementation plans tailored to the City of Tucson's unique environment and objectives
- Ongoing support and collaboration to ensure the successful implementation and adaptation of future-proofing measures

Benefits to the City of Tucson:

- Enhanced security posture capable of adapting to evolving threats and technological advancements
- Mitigation of risks associated with quantum computing, 5G networks, and emerging tech integration
- Improved resilience and preparedness to maintain operational continuity in the face of cyber challenges

Offer and Acceptance

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Tec-Refresh, Inc.

Company Name

100 Bayview Circle, Suite 230

Address

Newport Beach CA 92660

City State Zip

Efrem Gonzales

Signature of Person Authorized to Sign

Printed Name Efrem Gonzales

President & CEO

Title

Name: Efrem Gonzales

Title: President & CEO

Phone: 909-693-4011

Fax:

E-mail: efrem.gonzales@tec-refresh.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20_____

Awarded:

This _____ day of _____ 20_____

As Tucson City Attorney and not personally personally

As Director of Business Services and not

Attachment B - COT ARPA Terms and Conditions

City of Tucson – American Rescue Plan Act (ARPA) Terms and Conditions

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucson under the American Rescue Plan Act (“ARPA”).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucson:

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable.** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (applies to all purchases.) (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Tucson. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)

Contractor certifies 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. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.) (A) The Contractor agrees to provide the City of Tucson, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall 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.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Tucson and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending 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 uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 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.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

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

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Efrem Gonzales

Date: 04/15/2024

Signature of Contractor's authorized official

Efrem Gonzales

(Print name of person signing above)

President & CEO

(Print title of person signing above)

Attachment D - Axia Cooperation Solicitation Attachments for Cybersecurity COT

ATTACHMENT D



**Requirements for National Cooperative Contract To be Administered by
Axia Cooperative**

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

Axia Cooperative Exhibit A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Axia Cooperative Exhibit B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

Axia Cooperative Exhibit C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Axia Cooperative Exhibit D – AXIA COOPERATIVE LEAD PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Axia Cooperative Exhibit E – AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

Axia Cooperative Exhibit F – AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

Axia Cooperative Exhibit G – FEDERAL FUNDS CERTIFICATIONS

Axia Cooperative Exhibit H – NEW JERSEY BUSINESS COMPLIANCE (Optional)

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACT

1.1 Requirement

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

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

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

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

1.2 Marketing, Sales and Administrative Support

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

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

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

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

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

- G. Individual sales calls
- H. Joint sales calls
- I. Communications/customer service
- J. Training sessions for Public Agency teams
- K. Training sessions for Supplier teams

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

- L. Serving as the subject matter expert for questions regarding joint powers of authority and state statutes and regulations for cooperative purchasing
- M. Training sessions for Public Agency teams
- N. Training sessions for Supplier teams
- O. Regular business reviews to monitor program success
- P. General contract administration

Suppliers are required to pay an administrative fee of [REDACTED] of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the Axia Cooperative Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Axia Coop LLC Administration Agreement between Supplier and Axia Cooperative (the "Axia Coop LLC Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50m annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated

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to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and Axia Cooperative.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Lead Procurement Agency will be the basis of award on a national level through Axia Cooperative. If multiple suppliers are awarded by Lead Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through Axia Cooperative. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Lead Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and Axia Cooperative shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e., invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to Axia Cooperative).

1.5 Objectives of Cooperative Program

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

- Q. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- R. Establish the Master Agreement as an actively marketed offering available to Public Agencies nationwide;
- S. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- T. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is actively marketed by Supplier and available to Public Agencies nationwide, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Axia Cooperative and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

Supplier Acknowledges and agrees to 2.0 – 2.3, **Supplier Initials:** EA

3.0 SUPPLIER COOPERATIVE QUALIFICATIONS

Supplier must supply the following information in order for the Lead Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through Axia Cooperative.

3.1 Company

U. Provide an overview of your company’s national distribution capability. **Tec-Refresh, Inc. Is a National Managed Service Provider and sells products and services to a wide range of customers. We have vendor and distribution partnerships that enable us to service our customers effectively. We also have three offices including Newport Beach, CA, Andover, MA, and Charlotte, NC. We are staffed with subject matter experts at each of these locations.**

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List your company's total number of locations and the total number of salespersons employed by your company. **We also have three offices including Newport Beach, CA, Andover, MA, and Charlotte, NC. We are staffed with subject matter experts at each of these locations. We have two sales representatives per location.**

3.2 National Distribution Logistics

- V. Describe how your company proposes to distribute products/service to Axia Cooperative participants nationwide. **We have national partnerships with all major vendors and distributors. We use national contracts today and facilitate business nationally.**
- W. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user. **Tec-Refresh, Inc. Palo Alto Networks, Forescout, Rubrik, Fortinet, Arctic Wolf Networks, CrowdStrike, Cynomi, Extreme Networks, Keeper Security, AWS, Microsoft, HPE, Proofpoint, Carahsoft, TD Synnex, Ingram Micro.**

3.3 Marketing and Sales

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

At Tec-Refresh, we prioritize efficient and effective management of the overall national program throughout the term of the Master Agreement. Here's how we plan to handle various aspects:

- **Ongoing Coordination of Marketing and Sales Efforts:** We understand the importance of consistent marketing and sales efforts to ensure the success of the program. Our team will implement a comprehensive marketing strategy tailored to the needs of the program, including targeted advertising, digital marketing campaigns, participation in industry events, and strategic partnerships. Our sales team will continuously engage with potential clients, providing them with the necessary information and support to encourage participation in the program.

AXIA COOP LLC COMPANY EXHIBITS
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- **Timely New Participating Public Agency Account Set-Up:** We recognize the significance of promptly setting up new accounts for Participating Public Agencies to facilitate their engagement with the program. Our dedicated account management team will work closely with each agency to streamline the account setup process, ensuring that it is completed efficiently and accurately. We will provide agencies with personalized support and guidance to address any questions or concerns they may have during the onboarding process.
- **Regular Communication and Support:** Communication is key to maintaining successful partnerships throughout the term of the Master Agreement. We will establish clear channels of communication with all stakeholders involved in the program, including Participating Public Agencies, vendors, and other relevant parties. Our team will provide ongoing support to agencies, assisting them with any issues or inquiries they may have and keeping them informed about updates and developments related to the program.
- **Performance Monitoring and Reporting:** To ensure accountability and transparency, we will implement robust systems for monitoring the performance of the national program. This will involve tracking key metrics such as sales volume, participation rates, and customer satisfaction levels. Regular reports will be generated to provide stakeholders with insights into the program's progress and effectiveness, allowing for informed decision-making and continuous improvement.

Overall, Tec-Refresh is committed to managing the national program with diligence, professionalism, and a customer-centric approach. We will leverage our expertise, resources, and dedication to drive the success of the program and deliver value to all stakeholders involved.

Y. Will your company commit to training and educating your national sales force about Axia Cooperative and the Master Agreement within 90 days of the award? **Yes, we will meet this requirement.**

Z. Will your company commit to the following (**Yes** or **No**):

- i. Creation and distribution of a co-branded press release about the award.
 YES
- ii. Publish an announcement of contract award, contract details and contact information on the Supplier company website within first 90 days.
 YES
- iii. Design and distribution of co-branded marketing materials within first 90 days of contract award. **YES**
- iv. Provide reasonable assistance to the overall promotion and marketing efforts of the Master Agreement at national (e.g. NIGP Annual Forum, NPI Conference, etc.), regional (e.g. Regional NIGP Chapter Meetings,

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- etc.), and supplier specific trade shows, conferences and meetings throughout the term of the Master Agreement. YES
- v. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.). YES
- vi. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:
- i. Axia Cooperative standard logo; YES
 - ii. Summary of Products and pricing; YES
 - iii. Marketing Materials; YES
 - iv. Electronic link to Axia Cooperative's website, including the online registration page; YES
 - v. A dedicated telephone number and email address for Axia Cooperative. YES

Acknowledge that your company agrees to provide its company/corporate logo(s) to Axia Cooperative and agrees to provide permission for reproduction of such logo(s) in marketing communications and promotions. Acknowledge that use of Axia Cooperative logo will require permission for reproduction, as well. YES

How will your company proactively sell the Master Agreement to Public Agencies nationwide? Many of our customers and prospects are State, Local, and national agencies. We currently market several Master Agreements to agencies today and have seen good success. We currently advertise those master agreements on our website and market through joint agency marketing programs.

Explain in detail how the sales teams will work with the Axia Cooperative team to implement, grow and service the national program. Each sales representative will have the same responsibility to engage their Axia Cooperative team member and will have an engagement quota. This means their compensation to grow the relationship will be required like meeting a quota.

Provide contact information for the person(s) from your company who will be responsible for:

- vii. Marketing the City of Tucson Axia Master Agreement:
- i. Name: Chloe Gonzales
 - ii. Title: Business Operations Manager
 - iii. Email: chloe.gonzales@tec-refresh.com
 - iv. Telephone #: (949)-662-2750
- viii. Sales Leadership efforts of the Master Agreement on a national basis:
- i. Name: Efrem Gonzales
 - ii. Title: President & CEO
 - iii. Email: efrem.gonzales@tec-refresh.com

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- iv. Telephone #: (714)-290-1173
- ix. Financial Reporting:
 - i. Name: Jessica Giglio
 - ii. Title: CFO
 - iii. Email: accounting@tec-refresh.com
 - iv. Telephone #: (714)-864-1142

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

AXIA COOP LLC ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this 15 day of April 2024, between Axia Coop LLC (“Axia Cooperative”), and **Tec-Refresh, Inc.** (“Supplier”).

Recitals

WHEREAS, the _____ (the “Lead Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, by and between the Lead Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), as attached hereto as Exhibit and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “Public Agencies”), that register (either via registration on the Axia Cooperative website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through Axia Cooperative to Public Agencies;

WHEREAS, Axia Cooperative serves as the contract administrator of the Master Agreement on behalf of Lead Procurement Agency;

WHEREAS, Lead Procurement Agency desires Axia Cooperative to proceed with administration of the Master Agreement; and

WHEREAS, Axia Cooperative and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between Axia Cooperative and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, Axia Cooperative and Supplier hereby agree as follows:

Definitions

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

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

Terms and Conditions

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. Axia Cooperative shall be afforded all of the rights, privileges and indemnifications afforded to Lead Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Axia Cooperative, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. Axia Cooperative shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Lead Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Axia Cooperative solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Lead Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, Axia Cooperative shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Lead Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. Axia Cooperative makes no representation or guaranty with respect to any minimum purchases by Lead Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Axia Cooperative shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold Axia Cooperative harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOPERATIVE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING AXIA COOPERATIVE'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

AXIA COOP LLC COMPANY EXHIBITS
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TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to Axia Cooperative in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Lead Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at Axia Cooperative's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

National Promotion

10. Axia Cooperative and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the Axia Cooperative program by either registering on the Axia Cooperative website, www.axiacoop.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Lead Procurement Agency and Axia Cooperative. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to Axia Cooperative or posts on the Axia Cooperative website. Supplier shall indemnify, defend and hold harmless Axia Cooperative for use of all such content and images including copyright infringement claims. Supplier and Axia Cooperative each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo(s) (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

AXIA COOP LLC COMPANY EXHIBITS
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ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An “Administrative Fee” shall be defined and due to Axia Cooperative from Supplier in the amount of percent (■) (“Administrative Fee Percentage”) multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Lead Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) (“Contract Sales”). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency’s Contract Sales.

13. Supplier shall provide Axia Cooperative with an electronic accounting report monthly, in the format prescribed by Axia Cooperative, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit E (“Contract Sales Report”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to Axia Cooperative by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency’s sole discretion, and/or this Agreement, at Axia Cooperative’s sole discretion.

14. Administrative Fee payments are to be paid by Supplier to Axia Cooperative at the frequency and on the due date stated in Section 13, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Axia Cooperative designated financial institution. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency’s sole discretion, and/or this Agreement, at Axia Cooperative’s sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Axia Cooperative, or its designee, in Axia Cooperative’s sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date Axia Cooperative receives such report. In addition, Axia Cooperative may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Axia Cooperative at the location designated by Axia Cooperative. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Axia Cooperative will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to Axia Cooperative’s reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of Axia Cooperative’s costs and expenses related to such audit.

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GENERAL PROVISIONS

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

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and Axia Cooperative's rights and obligations hereunder may be assigned at Axia Cooperative's sole discretion to an affiliate of Axia Cooperative, any purchaser of any or all or substantially all of the assets of Axia Cooperative, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of Axia Cooperative.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

- AA. Axia Coop LLC
 - i. Attn: Ken Heckman, Founder & CEO
 - ii. 348 Julianna Circle, Franklin, TN 37064
 - iii. Attn: Efreem Gonzales, President & CEO
 - iv. 100 Bayview Circle, Suite 230, Newport Beach, CA 92660

Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon Axia Cooperative, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Tennessee, excluding its conflicts of law provisions and any action arising out of or related

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

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

Authorized Signature, Supplier

Signature

Name

Title

Date

AXIA COOP LLC

Signature

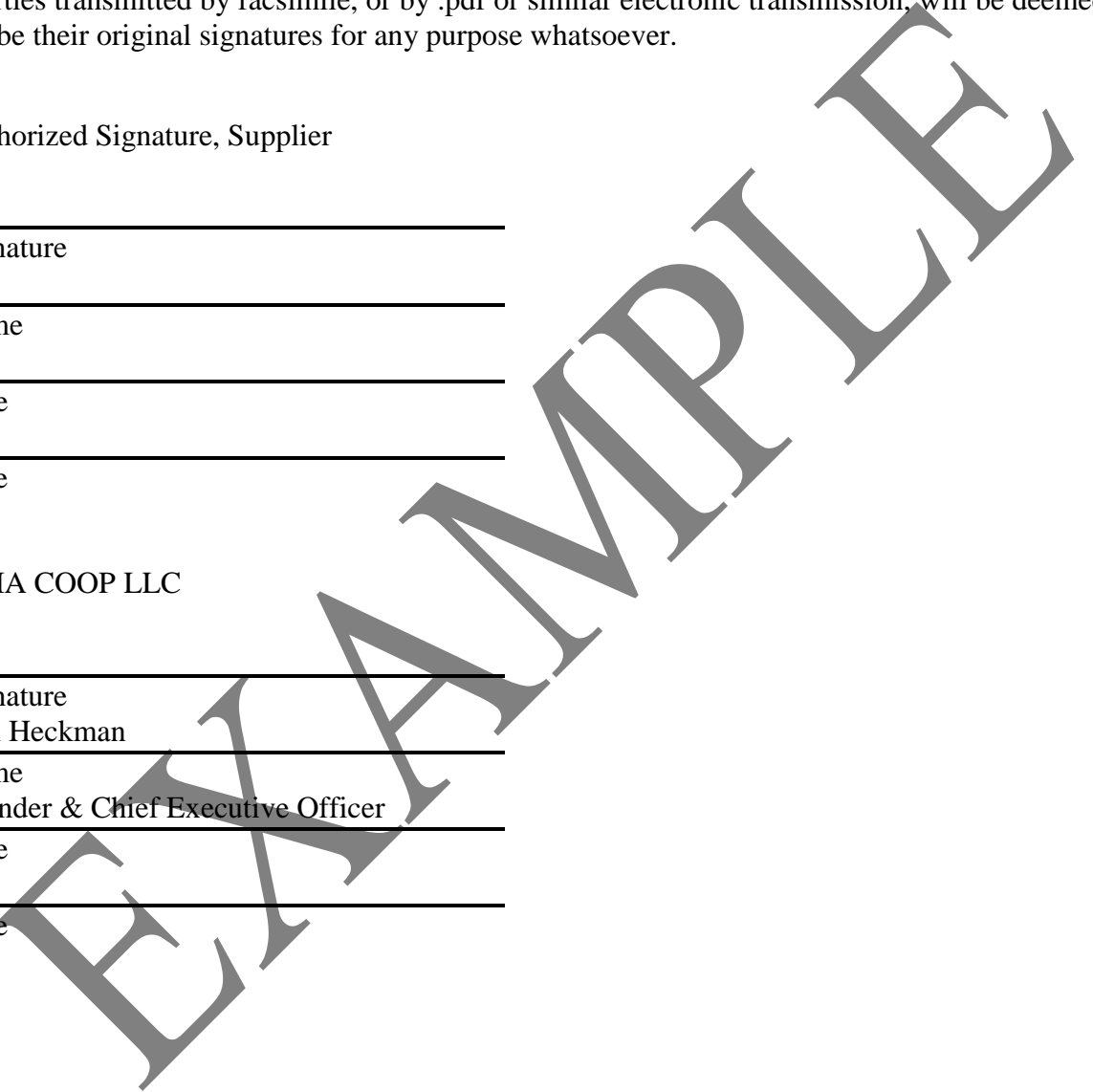
Ken Heckman

Name

Founder & Chief Executive Officer

Title

Date



AXIA COOP LLC EXHIBITS
EXHIBIT C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Procurement Agency Certificate (“**Lead Procurement Agencies**”) with Axia Coop LLC (“**Axia Cooperative**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing program administered by Axia Cooperative by either registering on a Axia Cooperative website (www.axiacoop.org), or by executing a copy of this Agreement.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Lead Procurement Agency and the Participating Public Agencies;

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

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

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

AXIA COOP LLC EXHIBITS
EXHIBIT C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

6. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
9. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOP LLC EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT OR MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT AXIA COOPERATIVE SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT.
10. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 – 10 hereof shall survive any such termination.
11. This Agreement shall take effect upon (i) execution of the Lead Procurement Agency Certificate, or (ii) the registration on the Axia Cooperative website or the execution of this Agreement by a Participating Public Agency, as applicable.

AXIA COOP LLC EXHIBITS
EXHIBIT D – AXIA COOPERATIVE LEAD PROCUREMENT AGENCY
CERTIFICATE, EXAMPLE

LEAD PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Lead Procurement Agency (as defined below) for Axia Coop LLC (“Axia Cooperative”), The City of Tucson agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Lead Procurement Agency Certificate.

I hereby acknowledge, in my capacity as Procurement Administrator of and on behalf of City of Tucson (“Lead Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Axia Cooperative.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, City of Tucson

Signature

Name

Title

Date

EXAMPLE

AXIA COOP LLC EXHIBITS
EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

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

NATIONWIDE REQUIREMENTS

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

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

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

CERTAIN PUBLIC AGENCIES AND POLITICAL SUBDIVISIONS:

CITIES, TOWNS, VILLAGES AND BOROUGHS

INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR CITY OF AUMSVILLE, OR CITY OF AURORA, OR CITY OF BAKER, OR CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR

CITY OF CANBY, OR CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR CITY OF CONDON, OR CITY OF COQUILLE, OR CITY OF CORVALLI, OR CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR CITY OF EUGENE, OR

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

CITY OF FOREST GROVE, OR CITY OF GOLD HILL,
OR CITY OF GRANTS PASS, OR CITY OF GRESHAM,
OR CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI CITY OF
KENNER, LA
CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR CITY OF LEBANON,
OR
CITY OF MCMINNVILLE, OR CITY OF MEDFORD,
OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA CITY OF NORTH
PLAINS, OR CITY OF OREGON CITY, OR CITY OF
PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF
POWERS, OR
CITY OF PRINEVILLE, OR CITY OF REDMOND, OR
CITY OF REEDSPORT, OR CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR CITY OF ROSEBURG,
OR CITY OF SALEM, OR
CITY OF SANDY, OR CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR CITY OF SHERWOOD,
OR CITY OF SHREVEPORT, LA CITY OF
SILVERTON, OR
CITY OF SPRINGFIELD, OR CITY OF ST. HELENS,
OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR CITY OF TUALATIN, OR
CITY OF WALKER, LA CITY OF WARRENTON, OR
CITY OF WEST LINN, OR CITY OF WILSONVILLE,
OR CITY OF WINSTON, OR CITY OF WOODBURN,
OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON ALPINE, UT
ALTA, UT ALTAMONT, UT ALTON, UT AMALGA,
UT
AMERICAN FORK CITY, UT ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT AURORA, UT BALLARD, UT
BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT
BIG WATER, UT BLANDING, UT BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT BRYCE
CANYON CITY, UT CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF
CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT CENTRAL
VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON,
UT CLAWSON, UT CLEARFIELD, UT CLEVELAND,
UT
CLINTON CITY CORPORATION, UT COALVILLE, UT
CORINNE, UT CORNISH, UT
COTTONWOOD HEIGHTS, UT DANIEL, UT
DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT EAST CARBON, UT ELK
RIDGE, UT

ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT
ENOCH, UT ENTERPRISE, UT EPHRAIM, UT
ESCALANTE, UT EUREKA, UT FAIRFIELD, UT
FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT
FAYETTE, UT FERRON, UT FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT FRANCIS, UT
FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND,
UT GENOLA, UT GLENDALE, UT GLENWOOD, UT
GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT
GUNNISON, UT HANKSVILLE, UT HARRISVILLE,
UT HATCH, UT
HEBER CITY CORPORATION, UT HELPER, UT
HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT
HIDEOUT, UT HIGHLAND, UT HILDALE, UT
HINCKLEY, UT HOLDEN, UT HOLLADAY, UT
HONEYVILLE, UT HOOPER, UT HOWELL, UT
HUNTINGTON, UT HUNTSVILLE, UT
CITY OF HURRICANE, UT HYDE PARK, UT
HYRUM, UT INDEPENDENCE, UT IVINS, UT
JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT
KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT
KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT
LA VERKIN, UT LAYTON, UT
LEAMINGTON, UT LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT
LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT
MANILA, UT MANTI, UT MANTUA, UT MAPLETON,
UT
MARRIOTT-SLATERVILLE, UT MARYSVALE, UT
MAYFIELD, UT MEADOW, UT MENDON, UT
MIDVALE CITY INC., UT MIDWAY, UT
MILFORD, UT MILLVILLE, UT MINERSVILLE, UT
MOAB, UT
MONA, UT MONROE, UT
CITY OF MONTICELLO, UT MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT MYTON, UT
NAPLES, UT NEPHI, UT
NEW HARMONY, UT NEWTON, UT NIBLEY, UT
NORTH LOGAN, UT NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT OPHIR, UT
ORANGEVILLE, UT ORDERVILLE, UT OREM, UT
PANGUITCH, UT PARADISE, UT PARAGONAH, UT
PARK CITY, UT PAROWAN, UT PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO,
UT RANDOLPH, UT REDMOND, UT
RICHFIELD, UT RICHMOND, UT RIVERDALE, UT
RIVER HEIGHTS, UT RIVERTON CITY, UT
ROCKVILLE, UT ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT SALEM, UT
SALINA, UT

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

SALT LAKE CITY CORPORATION, UT SANDY, UT SANTA CLARA, UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO, UT SCOFIELD, UT SIGURD, UT SMITHFIELD, UT SNOWVILLE, UT CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT CITY OF SOUTH SALT LAKE, UT SOUTH WEBER, UT SPANISH FORK, UT SPRING CITY, UT SPRINGDALE, UT SPRINGVILLE, UT STERLING, UT STOCKTON, UT SUNNYSIDE, UT SUNSET CITY CORP, UT SYRACUSE, UT TABIONA, UT CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT TORREY, UT TREMONTON CITY, UT TRENTON, UT TROPIC, UT UINTAH, UT VERNAL CITY, UT VERNON, UT VINEYARD, UT VIRGIN, UT WALES, UT WALLSBURG, UT WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT WENDOVER, UT WEST BOUNTIFUL, UT WEST HAVEN, UT WEST JORDAN, UT WEST POINT, UT WEST VALLEY CITY, UT WILLARD, UT WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA ASCENSION PARISH, LA, CLEAR OF COURT CADDO PARISH, LA CALCASIEU PARISH, LA CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY AND COUNTY OF HONOLULU, HI CLACKAMAS COUNTY, OR CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR CLATSOP COUNTY, OR COLUMBIA COUNTY, OR COOS COUNTY, OR COOS COUNTY HIGHWAY DEPARTMENT, OR COUNTY OF HAWAII, OR CROOK COUNTY, OR CROOK COUNTY ROAD DEPARTMENT, OR CURRY COUNTY, OR DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR GRANT COUNTY, OR HARNEY COUNTY, OR HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA LAFAYETTE PARISH, LA LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION LAFOURCHE PARISH, LA KAUAI COUNTY, HI KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY, OR LINCOLN COUNTY, OR LINN

COUNTY, OR LIVINGSTON PARISH, LA MALHEUR COUNTY, OR MAUI COUNTY, HI MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH LAW LIBRARY, OR ORLEANS PARISH, LA PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA SAINT CHARLES PARISH, LA SAINT CHARLES PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, OR TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR UMATILLA COUNTY, OR UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

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

BANKS FIRE DISTRICT, OR BATON ROUGE WATER COMPANY BEND METRO PARK AND RECREATION DISTRICT BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA BOARDMAN PARK AND RECREATION DISTRICT CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA CENTRAL OREGON INTERGOVERNMENTAL COUNCIL CITY OF BOGALUSA SCHOOL BOARD, LA CLACKAMAS RIVER WATER CLATSKANIE PEOPLE'S UTILITY DISTRICT CLEAN WATER SERVICES CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

AXIA COOP LLC EXHIBITS**EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT**

COOS FOREST PROTECTIVE ASSOCIATION
 CHEHALEM PARK AND RECREATION DISTRICT
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 EUGENE WATER AND ELECTRIC BOARD
 HONOLULU INTERNATIONAL AIRPORT
 HOODLAND FIRE DISTRICT #74 HOUSING
 AUTHORITY OF PORTLAND ILLINOIS VALLEY
 FIRE DISTRICT LAFAYETTE AIRPORT
 COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION MELHEUR
 COUNTY JAIL, OR METRO REGIONAL
 GOVERNMENT METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR OREGON
 COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION ROGUE
 VALLEY SEWER, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3 SAINT
 TAMMANY FIRE DISTRICT 4, LA SALEM MASS
 TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW
 ORLEANS, LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION
 DISTRICT WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON
 SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT BOGALUSA
 HIGH SCHOOL, LA BOSSIER PARISH SCHOOL
 BOARD
 BROOKING HARBOR SCHOOL DISTRICT CADDO
 PARISH SCHOOL DISTRICT CALCASIEU PARISH
 SCHOOL DISTRICT CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY CASCADE
 SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT

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

AXIA COOP LLC EXHIBITS**EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT**

PORTLAND PUBLIC SCHOOLS RAPIDES PARISH
 SCHOOL DISTRICT REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT ROSEBURG
 PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT
 IJ
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS
 SCHOOL DISTRICT 4J SOUTH LANE SCHOOL
 DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN
 SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT THE
 CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA
 MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY, UT ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT BAER
 CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
 SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT BEAVER
 SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA), UT
 BOX ELDER SCHOOL DISTRICT, UT CBA CENTER,
 UT
 CACHE SCHOOL DISTRICT, UT CANYON RIM
 ACADEMY, UT CANYONS DISTRICT, UT CARBON
 SCHOOL DISTRICT, UT CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT CITY
 ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT DAVINCI
 ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT DUCHESNE
 SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT ENTHEOS
 ACADEMY, UT EXCELSIOR ACADEMY, UT FAST
 FORWARD HIGH, UT FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT GATEWAY
 PREPARATORY ACADEMY, UT GEORGE
 WASHINGTON ACADEMY, UT GOOD
 FOUNDATION ACADEMY, UT GRAND SCHOOL
 DISTRICT, UT
 GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT

IRON SCHOOL DISTRICT, UT ITINERIS EARLY
 COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT JORDAN
 DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT KANE SCHOOL
 DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT LIBERTY
 ACADEMY, UT
 LINCOLN ACADEMY, UT LOGAN SCHOOL
 DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT MONTICELLO
 ACADEMY, UT MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT MURRAY
 SCHOOL DISTRICT, UT NAVIGATOR POINTE
 ACADEMY, UT NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT NORTH
 STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY
 CHARTER SCHOOL, UT OGDEN PREPARATORY
 ACADEMY, UT OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT PINNACLE
 CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT
 , UT PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT QUAIL RUN
 PRIMARY SCHOOL, UT QUEST ACADEMY, UT
 RANCHES ACADEMY, UT REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT RICH SCHOOL
 DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT SALT
 LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION,
 UT SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL
 DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH
 SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT
 SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE
 ARTS ACADEMY, UT THOMAS EDISON - NORTH,
 UT
 TIMPANOGOS ACADEMY, UT TINTIC SCHOOL
 DISTRICT, UT TOOELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS, UT

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

UINTAH RIVER HIGH , UT UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS WESTERN
OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE
DISTRICT LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE

STATE AGENCIES

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

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

FEDERAL FUNDS CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

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

APPENDIX II TO 2 CFR PART 200

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

Does offeror agree? (Y/N) EA Initials of Authorized Representative of offeror

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

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

Does offeror agree? (Y/N) EA Initials of Authorized Representative of offeror

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

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

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

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

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

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

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

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

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

Does offeror agree? (Y/N) Y Initials of Authorized Representative of offeror

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

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

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

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING
FEDERAL FUNDS**

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

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND
CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R.
§200.322**

Participating Agency 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 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

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? (Y / N) EA Initials of Authorized Representative of offeror

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Tec-Refresh, Inc.

Offeror's Name

100 Bayview Circle, SUITE 230, Newport Beach, CA 92660

Address, City, State, and Zip Code

714-290-1173

Phone Number

714-729-3802

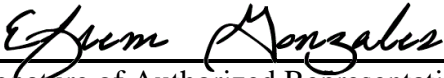
Fax

Efrem Gonzales President and CEO

Printed Name and Title of Authorized Representative

efrem.gonzales@tec-refresh.com

Email Address



Signature of Authorized Representative

4/15/2024

Date

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

New Jersey Business Compliance

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

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

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

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

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

DOC #1 - STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization

Organization Address

PART I

CHECK THE BOX THAT REPRESENTS THE TYPE OF BUSINESS ORGANIZATION:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

PART II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

PART III

**DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS,
PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

PART IV

CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the [name of contracting unit] is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with [type of contracting unit] to notify the [type of contracting unit] in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the [type of contracting unit] to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

DOC #2 – NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 20__

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #3 – AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Name of Organization

Street

City, State, Zip Code

PROPOSAL CERTIFICATION

Indicate below company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

REQUIRED AFFIRMATIVE ACTION EVIDENCE:

Procurement, Professional & Service Contracts **(Exhibit A)**

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

PUBLIC WORK – OVER \$50,000 TOTAL PROJECT COST:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

PUBLIC AGENCY INSTRUCTIONS

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

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

CONTRACTOR INSTRUCTIONS

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

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

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

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

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

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

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

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

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

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

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

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

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

PART I – VENDOR INFORMATION

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name and Title

PART II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

**LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL
CONTRIBUTION DISCLOSURE – N.J.S.A. 19:44A-20.26**

County Name

State: Governor, and Legislative Leadership Committees

Legislative District #s: *(State Senator and two members of the General Assembly per district)*

County Freeholders

County Clerk

County Sherriff

County Executive

Surrogate

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

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

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

DOC #5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of the organization:

- Partnership Limited Liability Partnership Sole Proprietorship
 Limited Partnership Limited Liability Company Corporation
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #6 – CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN IRAN

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

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

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

<https://www.njportal.com/DOR/BusinessRegistration/>

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #8 – EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Signature

Printed Name and Title

Date

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

DOC #9 – MACBRIDE-PRINCIPLES FORM



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

Bid Solicitation #: _____

Vendor / Bidder: _____

**VENDOR’S/BIDDER’S REQUIREMENT TO PROVIDE A CERTIFICATION IN
COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND
ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

Check the appropriate box:

The Vendor/Bidder has no business operations in Northern Ireland;

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Printed Name and Title

Date

Attachment F- Cybersecurity Price Sheet

CITY OF TUCSON RFP 240160
CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES
PRICE SHEET

Instructions

Within the **Core Pricing** section in each Category, please provide pricing (within cells highlighted in yellow) for annual cost, subscription, license, services, etc., based on the **example scenario information** below. Your price for each item (excluding services priced at hourly rates) should account for a one-year term for that item. Services in the Core Pricing section should be priced with an hourly rate.

Example Scenario Information

Endpoints: 5,000

Users: 5,000

Network Devices: 300

Firewalls: 10

Daily Data Log Size: 200 GB

Please use the **Extended National Pricing** section towards the bottom of each Category to expand upon and list all additional products, solutions and services you offer in each.

Your extended pricing should be comprehensive. Detail how pricing will be applied (base pricing, discount structure, etc.) for Axia Cooperative's participating agencies with differing needs than those specified in the example scenario above.

Category 1: Security Solutions and Tools

Core Pricing

Item	Base Price	Discount %	Price
Secure Access Service Edge (SASE) Solution	\$ 35,700.00	35%	\$ 23,205.00
Annual Maintenance For SASE Solution	\$ 10,710.00	5%	\$ 10,174.50
Cloud Access Security Broker (CASB) Solution	\$ 500,000.00	55%	\$ 225,000.00
Annual Maintenance For CASB Solution	\$ 50,000.00	5%	\$ 47,500.00
Web Application Firewall (WAF) and DDoS Mitigation Solution	\$ 60,000.00	35%	\$ 39,000.00
Annual Maintenance For WAF and DDoS Mitigation Solution	\$ 30,000.00	5%	\$ 28,500.00
GRAND TOTAL			\$ 373,379.50

Service	Hourly Rate
Security Solutions Consulting	\$ 325.00
GRAND TOTAL	\$ 325.00

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	
Palo Alto Networks		
Fortinet		

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			
Tec-Refresh Services				

Category 2: Identity and Access Management (IAM) Solutions

Core Pricing

Item	Base Price	Discount %	Price
Privileged Access Management (PAM) Solution	\$ 227,500.00	58%	\$ 95,550.00
Annual Maintenance For PAM Solution	\$ 46,800.00	20%	\$ 37,440.00
Passwordless Authentication Solution	\$ 227,500.00	58%	\$ 95,550.00
Annual Maintenance For Passwordless Authentication Solution	\$ 46,800.00	20%	\$ 37,440.00
Adaptive Access Controls Solution	\$ 168,000.00	15%	\$ 142,800.00
Annual Maintenance For Adaptive Access Controls	\$ 328,000.00	15%	\$ 278,800.00
GRAND TOTAL			\$ 687,580.00

Service	Hourly Rate
IAM Solutions Consulting Services	\$ 325.00
GRAND TOTAL	\$ 325.00

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing		
Item 1	Insert description here.			
Keeper Security				
CrowdStrike				

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 3: Data Security and Privacy

Core Pricing

Item	Base Price	Discount %	Price
Data Discovery and Classification Tool	\$ 325,000.00	35%	\$ 211,250.00
Annual Maintenance For Data Discovery and Classification Tool	\$ 22,580.00	5%	\$ 21,451.00
Regulatory Compliance Management Tool	\$ 237,100.00	35%	\$ 154,115.00
Annual Maintenance For Regulatory Compliance Management Tool	\$ 60,000.00	35%	\$ 39,000.00
GRAND TOTAL			\$ 425,816.00
Service	Hourly Rate		
Data Security and Privacy Consulting Services		\$	500.00
GRAND TOTAL		\$	425,816.00

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing		
Item 1	Insert description here.			
Palo Alto Networks EGNYTE				
Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 4: Security Consulting and Advisory Services

Core Pricing

Service	Hourly Rate
Cybersecurity Strategy Development	\$ 500.00
Framework Implementation Guidance	\$ 325.00
Risk Management Consultation	\$ 325.00
Policy and Governance Development	\$ 500.00
Incident Response Planning Support Services	\$ 325.00
Emerging Technology Advisory Services	\$ 325.00
Vendor Selection and Technology Guidance	\$ 325.00
GRAND TOTAL	\$ 2,625.00

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			
Tec-Refresh Services				

Category 5: Regulatory Compliance and Governance Services

Core Pricing

Service	Hourly Rate
Comprehensive Compliance Audits and Gap Analyses	\$ 500.00
Emerging Regulation Advisory Services	\$ 500.00
GRAND TOTAL	\$ 1,000.00

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			
Tec-Refresh Services				

Category 6: Security Architecture and Integration Services

Core Pricing

Item	Base Price	Discount %	Price	
MDR for On-prem Infrastructure	\$ 575,000.00	35%	\$ 373,750.00	
MDR for SaaS Apps	\$ -		\$ -	INCLUDED
MDR for Cloud Infrastructure	\$ -		\$ -	INCLUDED
Network Devices Monitoring	\$ -		\$ -	INCLUDED
Firewalls	\$ 48,510.00	20%	\$ 38,808.00	
Data Log Sizes (per day)	\$ 150.00	20%	\$ 120.00	
GRAND TOTAL			\$ 412,678.00	
Service	Hourly Rate			
Security Architecture and Integration Services			\$ 325.00	
GRAND TOTAL			\$ 412,678.00	

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing		
Item 1	Insert description here.			
Arctic Wolf Networks				
Palo Alto Networks				
Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			
Tec-Refresh Services				

Category 7: Emerging Technologies and Future-Proofing Services

Core Pricing

Service	Hourly Rate
Artificial Intelligence (AI) and Machine Learning (ML) Based Security Tools Consulting	\$ 500.00
Blockchain Technologies Consulting Services	\$ 325.00
Internet of Things (IoT) Security Solutions Consulting	\$ 325.00
Future-proofing Consulting Services	\$ 325.00
Data Security-Related Consulting Services	\$ 325.00
GRAND TOTAL	\$ 1,800.00

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			
Tec-Refresh Services				

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation which are incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Tec-Refresh, Inc.

Company Name

100 Bayview Circle, Suite 230

Address

Newport Beach CA 92660

City State Zip

Efrem Gonzales

Signature of Person Authorized to Sign

Efrem Gonzales

Printed Name

President & CEO

Title

Name: Efrem Gonzales

Title: President & CEO

Phone: 909-693-4011

E-mail: efrem.gonzales@tec-refresh.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

As Tucson City Attorney and not personally

As Director of Business Services and not personally

Date

Date



City of Tucson - RFP-240160 Pricing Proposal

Created by:

Efrem Gonzales
Tec-Refresh, Inc.

Prepared for:

Tracy Garcia
City of Tucson

Category 1: Security Solutions and Tools

Core Pricing

Item	Base Price	Discount	Price
Secure Access Service Edge (SASE) Solution	\$35,700.00	35.00%	\$23,205.00
Annual Maintenance For SASE Solution	\$10,710.00	5.00%	\$10,174.50
Cloud Access Security Broker (CASB) Solution	\$500,000.00	55.00%	\$225,000.00
Annual Maintenance For CASB Solution	\$50,000.00	5.00%	\$47,500.00
Web Application Firewall (WAF) and DDoS Mitigation Solution	\$60,000.00	35.00%	\$39,000.00
Annual Maintenance For WAF and DDoS Mitigation Solution	\$30,000.00	5.00%	\$28,500.00

Grand Total \$373,379.50

Service	Hourly Rate
Security Solutions Consulting	\$325.00

Grand Total \$325.00

Extended National Pricing

Manufacturer Product	Description/Specialization	Pricing
Palo Alto Networks		\$0.00
Fortinet		\$0.00

Service	Description	Hourly Rate	# of Employees	Total Price
Tec-Refresh Services		\$0.00		\$0.00

Category 2: Identity and Access Management (IAM) Solutions

Core Pricing

Item	Base Price	Discount	Price
Privileged Access Management (PAM) Solution	\$227,500.00	58.00%	\$95,550.00
Annual Maintenance For PAM Solution	\$46,800.00	20.00%	\$37,440.00
Passwordless Authentication Solution	\$227,500.00	58.00%	\$95,550.00
Annual Maintenance For Passwordless Authentication Solution	\$46,800.00	20.00%	\$37,440.00
Adaptive Access Controls Solution	\$168,000.00	15.00%	\$142,800.00
Annual Maintenance For Adaptive Access Controls	\$328,000.00	15.00%	\$278,800.00

Grand Total \$687,580.00

Service	Hourly Rate
IAM Solutions Consulting Services	\$0.00

Grand Total \$0.00

Extended National Pricing

Manufacturer Product	Description/Specialization	Pricing
Keeper Security		\$0.00
Crowdstrike		\$0.00

Service	Description	Hourly Rate	# of Employees	Total Price
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		\$0.00		\$0.00
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Category 3: Data Security and Privacy

Core Pricing

Item	Base Price	Discount	Price
Data Discovery and Classification Tool	\$325,000.00	35.00%	\$211,250.00
Annual Maintenance For Data Discovery and Classification Tool	\$22,580.00	5.00%	\$21,451.00
Regulatory Compliance Management Tool	\$237,100.00	35.00%	\$154,115.00
Annual Maintenance For Regulatory Compliance Management Tool	\$60,000.00	35.00%	\$39,000.00

Grand Total \$425,816.00

Service	Hourly Rate
Data Security and Privacy Consulting Services	\$500.00

Grand Total \$500.00

Extended National Pricing

Manufacturer Product	Description/Specialization	Pricing
Palo Alto Networks		\$0.00
EGNYTE		\$0.00

Service	Description	Hourly Rate	# of Employees	Total Price
		\$0.00		\$0.00

Category 4: Security Consulting and Advisory Services

Core Pricing

Service	Hourly Rate
Cybersecurity Strategy Development	\$500.00
Framework Implementation Guidance	\$325.00
Risk Management Consultation	\$325.00
Policy and Governance Development	\$500.00
Incident Response Planning Support Services	\$325.00
Emerging Technology Advisory Services	\$325.00
Vendor Selection and Technology Guidance	\$325.00

Grand Total \$2,625.00

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Tec-Refresh Services		\$0.00		\$0.00

Subtotal **\$0.00**

Discount **\$0.00**

Tax **\$0.00**

Total \$0.00

Category 5: Regulatory Compliance and Governance Services

Core Pricing

Service	Hourly Rate
Comprehensive Compliance Audits and Gap Analyses	\$500.00
Emerging Regulation Advisory Services	\$500.00

Grand Total \$1,000.00

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Tec-Refresh Services		\$0.00		\$0.00

Subtotal **\$0.00**

Discount **\$0.00**

Tax **\$0.00**

Total \$0.00

Category 6: Security Architecture and Integration Services

Core Pricing

Item	Base Price	Discount	Price
MDR for On-prem Infrastructure	\$575,000.00	35.00%	\$373,750.00
MDR for SaaS Apps (Included)	\$0.00	0.00%	\$0.00
MDR for Cloud Infrastructure (Included)	\$0.00	0.00%	\$0.00
Network Devices Monitoring (Included)	\$0.00	0.00%	\$0.00
Firewalls	\$48,510.00	20.00%	\$38,808.00
Data Log Sizes (per day)	\$150.00	20.00%	\$120.00

Grand Total \$412,678.00

Service	Hourly Rate
Security Architecture and Integration Services	\$325.00

Grand Total \$325.00

Extended National Pricing

Manufacturer Product	Description/Specialization	Pricing
Arctic Wolf Networks		\$0.00
Palo Alto Networks		\$0.00

Service	Description	Hourly Rate	# of Employees	Total Price
Tec-Refresh Services		\$0.00		\$0.00

Category 7: Emerging Technologies and Future-Proofing Services

Core Pricing

Service	Hourly Rate
Artificial Intelligence (AI) and Machine Learning (ML) Based Security Tools Consulting	\$500.00
Blockchain Technologies Consulting Services	\$325.00
Internet of Things (IoT) Security Solutions Consulting	\$325.00
Future-proofing Consulting Services	\$325.00
Data Security-Related Consulting Services	\$325.00

Grand Total \$1,800.00

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Tec-Refresh Services		\$0.00		\$0.00

Subtotal **\$0.00**

Discount **\$0.00**

Tax **\$0.00**

Total \$0.00



5. RFP 240160



CITY OF TUCSON
REQUEST FOR PROPOSAL

240160

CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES

Due Date: Monday, April 15, 2024

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/78911>

PUBLISH DATE: March 14, 2024

Attachments:

A - Offer and Acceptance

B - COT ARPA Terms and Conditions

D - Axia Cooperative Solicitation Attachments for Cybersecurity COT

F - Cybersecurity_Price_Sheet_Revised

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 240160

TITLE: Cybersecurity Products, Solutions, and Services

SUBMITTAL DUE DATE: Monday, April 15, 2024 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Wednesday, March 27, 2024

TIME: 2:30 pm LOCAL AZ TIME

LOCATION:

https://teams.microsoft.com/join/19%3ameeting_NGE3ZDdkZWMtN2RhZS00MDg3LTg4OTYtYjYyZWl4YzFmYjY5%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%222762af1b-3dac-4e48-a411-0268c7c615c0%22%7d

Meeting ID: 282 815 068 77 Passcode: ExKiSX Or call in (audio only) +1 213-293-2303,,273329398#
United States, Los Angeles Phone Conference ID: 273 329 398#

QUESTIONS SHALL BE DIRECTED TO: Tracy Garcia
(520) 837-4114
tracy.garcia@tucsonaz.gov

Posted Date: Thursday, March 14, 2024

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson's Information Technology (IT) Department is tasked with securing all City systems and data, as well as working with other City Departments and City vendors to ensure that all IT initiatives are secure and built to City standards. Through this RFP and resulting contract(s), the City plans to acquire security services, products, and tools to enhance the City's resilience and to improve the overall security posture of the City's infrastructure and systems.

The aim of this RFP is to seek Offerors who can offer solutions that align with our technology framework and operational goals. Offerors should demonstrate an understanding of scalable, secure, and efficient technology solutions that can integrate seamlessly with our existing environment.

This section sets forth sufficient information to allow Offerors to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Suppliers are encouraged to use their extensive knowledge and experience within the Cybersecurity industry to meet and exceed the City of Tucson's requirements in responding to this RFP. Preference will be given to the Offeror(s) that offer a cost-effective solution for current specifications, future requirements, and ongoing service and support.

The City of Tucson recognizes that information technologies and services are rapidly evolving and advancing, and that Offerors may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, The City of Tucson desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at the City of Tucson's sole and absolute discretion.

B.2. Background

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson, as the Lead Procurement Agency, as defined in Attachment D, has partnered with Axia Coop LLC ("Axia Cooperative") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities; public and private primary, secondary and higher education entities; non-profit entities; and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Attachment D contains additional information on Axia Cooperative and the cooperative purchasing agreement.

Axia Cooperative provides shared services and supply chain optimization to state, local, education, and other governmental entities. Axia Cooperative leverages the spend of public agencies nationwide to command the best prices on products and services. With executive support from the supplier along with pricing and sales commitments, Axia Cooperative provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to

Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Axia Cooperative documents (attachment D).

The City of Tucson anticipates spending approximately \$5,000,000.00 over the full potential Master Agreement term for Cybersecurity Products, Solutions, and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Cybersecurity Products, Solutions, and Services purchased under the Master Agreement through AXIA Cooperative is approximately \$50,000,000.00. This projection is based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through AXIA Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and AXIA Cooperative.

B.3. Contact Information

Tracy Garcia

Principal Contract Officer

Email: tracy.garcia@tucsonaz.gov

Phone: [\(520\) 837-4114](tel:(520)837-4114)

Department:

Information Technology

B.4. Timeline

Release Project Date	March 14, 2024
Pre-Proposal Meeting (Non-Mandatory)	March 27, 2024, 2:30pm https://teams.microsoft.com/join/19%3ameeting_NGE3ZDdkZWMtN2RhZS00MDg3LTg4OTYtYjYyZWl4YzFmYjY5%40thead.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%222762af1b-3dac-4e48-a411-0268c7c615c0%22%7d Meeting ID: 282 815 068 77 Passcode: ExKiSX Or call in (audio only) +1 213-293-2303,,273329398# United States, Los Angeles Phone Conference ID: 273 329 398#
Question Submission Deadline	April 5, 2024, 12:00pm
Proposal Submission Deadline	April 15, 2024, 2:00pm

C. SCOPE OF WORK

C.1. Scope of Work

The City of Tucson's Information Technology (IT) Department is tasked with securing all City systems and data, as well as working with other City Departments and City vendors to ensure that all IT initiatives are secure and built to City standards. Through this RFP and resulting contract(s), the City plans to acquire security services, products, and tools to enhance the City's resilience and to improve the overall security posture of the City's infrastructure and systems.

The aim of this RFP is to seek Offerors who can offer solutions that align with our technology framework and operational goals. Offerors should demonstrate an understanding of scalable, secure, and efficient technology solutions that can integrate seamlessly with our existing environment.

This section sets forth sufficient information to allow Offerors to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Suppliers are encouraged to use their extensive knowledge and experience within the Cybersecurity industry to meet and exceed the City of Tucson's requirements in responding to this RFP. Preference will be given to the Offeror(s) that offer a cost-effective solution for current specifications, future requirements, and ongoing service and support.

The City of Tucson recognizes that information technologies and services are rapidly evolving and advancing, and that Offerors may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, The City of Tucson desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at the City of Tucson's sole and absolute discretion.

This RFP solicits proposals for a wide range of security-related products and services. The categories listed below represent key areas of interest but are not exhaustive. Contractors offering innovative solutions or services beyond those specified are encouraged to submit proposals detailing how their offerings can enhance our cybersecurity posture.

Although this section reflects the needs and requirements of the City of Tucson, the Participating Agencies for Axia Cooperative may have different requirements. The awarded Supplier(s) will have the ability to offer their Cybersecurity offerings nationally. Axia Cooperative Participating Agencies may sign a supplemental or usage agreement with the awarded Contractor(s) substantially based on the terms and conditions of the City of Tucson's Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Technology Infrastructure Overview

1. Core Technologies: Our environment incorporates leading industry solutions for operating systems, networking, and security. We prioritize commercial Software as a Service (SaaS) applications and standard development platforms while minimizing custom-developed solutions.

2. Operational Scope:

The City of Tucson spans multiple departments, supported by a diverse workforce including employees, volunteers, and interns. Our computing environment includes a mix of desktop PCs, mobile devices,

and servers, with a strategic approach towards virtualization. We utilize a variety of business systems that cater to specialized and general operational needs.

3. Data Centers: The City operates data centers that are central to our IT infrastructure, supporting a wide range of services and applications.

4. Cloud Adoption: A significant portion of our primary business systems leverages cloud technology, including but not limited to, organizational tools, customer relationship management, productivity suites, infrastructure services, and specific applications geared towards enhancing operational efficiency and security.

Processes

1. Successful Contractor(s) shall assign a service/support representative who will be responsible for quoting requests for as-needed products and services, coordinating the execution of work orders, providing reports, and escalation management. The City will designate a representative for services provided under this agreement.

2. The representatives will meet as required to discuss requirements, progress, and quality of all services rendered.

3. Contractor(s) shall not perform any work until directed to do so by the City in writing.

4. Contractor(s) shall produce and send to City's representative an accurate accounting of all open work orders and work progress at least monthly.

Security

1. Information that may be collected by the Contractor(s) through the course of rendering services is considered privileged. Contractor(s) shall provide any and all information, findings and recommendations under privileged access, or a similar level of protection, in order to guard against revealing potential security issues that put the City, citizens, and businesses at risk.

2. Contractor(s) shall provide any and all information systems security findings, recommendations, and work materials via a secure file transfer method accessible by the City.

3. Contractor(s) shall possess all necessary equipment, materials, and support for remote connection to City servers and computers through dedicated, secure connections tailored exclusively for vendor use, in accordance with City access protocols. The City IT Department will facilitate these secure, vendor-specific connections into the network as required. Additionally, on-site access will be available when needed and upon mutual agreement.

4. Contractor(s) shall adhere to City IT security policy and standards, as may be updated from time to time, in providing the services. Contractor(s) shall implement security controls in accordance with the City's Security Policy and Standards to assess any solution prior to first release or release of any major improvement or enhancement.

5. Contractor(s) shall protect City data in accordance with the City's Security Policy and Standards.

6. Contractor(s) shall provide technical and professional services with the means and tools to remotely connect to City servers and computers via a secure connection and per City access protocols.

7. Offerors shall possess and can apply a detailed understanding of compliance requirements for the services offered in their proposal. Specialized security experience with municipal government and utilities in compliance with the following is considered especially valuable:

- CJIS
- PCI-DSS
- HIPAA
- FERPA
- FIPS
- FISMA
- Privacy, Industrial Control Systems (ICS)

8. Contractor(s) providing services must have their own equipment required to provide the services for which they are responding. The City will not pay for Contractor(s) equipment.

9. All City data provided to the Contractor(s) for the performance of the services specified herein is owned by the City and must be returned to the City upon contract termination.

10. Contractor personnel working on sensitive information and/or in secured areas may be required to submit to a background check. Certain personnel may be barred from working based on the results of the background check, and other conditions may be required by the City. The City will not disclose the details regarding why a particular worker is barred.

11. Contractor personnel involved in providing Cybersecurity services to the City may be required by the City to sign an individual confidentiality agreement and/or nondisclosure agreement.

12. The Contractor(s) shall contract with an external auditor to assess vendor's security compliance against City's and/or NIST's security standards.

Category-Specific Scope of Work

1. The scope of the RFP includes the following seven categories. Interested suppliers may submit a single RFP response encompassing any one of the seven categories including more than one category. The City of Tucson will review and evaluate responses per category:

- a. Security Solutions & Tools
- b. Identity and Access Management (IAM) Solutions
- c. Data Security and Privacy
- d. Security Consulting and Advisory Services
- e. Regulatory Compliance and Governance Services
- f. Security Architecture and Integration Services
- g. Emerging Technologies and Future-Proofing Services

Please note the submission guidelines for each category.

C.2. Category 1 – Security Solutions & Tools

Objective: Secure cloud/on-prem environments, applications, and data across multiple platforms

Scope of Solutions & Tools Required:

- **Advanced Data Encryption techniques**, including application-level encryption for sensitive data.
- **Enhanced Identity and Access Management features**, such as adaptive authentication and risk-based access control.
- **Cloud Workload Protection Platforms (CWPP)** for hybrid and multi-cloud environments, offering deep security visibility and compliance monitoring.
- **Cloud Security Posture Management (CSPM)** to identify misconfigurations and enforce compliance standards across cloud accounts.
- **SaaS Management Platforms** for comprehensive oversight over cloud application usage, shadow IT, and third-party apps integration.
- **Secure Access Service Edge (SASE)** solutions that combine network security functions with WAN capabilities to ensure secure and fast cloud access.
- **Cloud Access Security Brokers (CASBs)** for real-time threat protection, compliance scanning, and encryption across cloud services.
- **Cloud Data Compliance Management**, ensuring adherence to GDPR, CCPA, HIPAA, and other regulatory frameworks.
- **Web Application Firewall (WAF) and DDoS Mitigation** to protect cloud services from web application attacks and denial-of-service attacks.

Submission Guidelines for Category 1:

Offerors are requested to submit proposals that:

- **Provide a Comprehensive Overview:** Detail your service offerings within the specified categories, focusing on how your solutions address the outlined objectives and scope of services required.
- **Demonstrate Experience and Success:** Share evidence of your expertise and achievements in implementing solutions that secure cloud/on-prem environments, manage identity and access, and protect data privacy across various platforms. Include case studies or examples of previous successful deployments.
- **Detail Solution Capabilities:** Explain the scalability, interoperability, customization, and integration capabilities of your solutions. Highlight how your services can adapt to and grow with organizational needs.
- **Support and Maintenance:** Offer information on the ongoing support, maintenance, and any training services provided to ensure effective and sustained use of your solutions.

C.3. Category 2 – Identity and Access Management (IAM) Solutions

Objective: Secure system and data access with state-of-the-art IAM solutions, leveraging emerging technologies for enhanced security and streamlined user experiences.

Scope of Solutions & Tools Required:

- **Passwordless Authentication:** Solutions that facilitate secure, passwordless access, employing next-generation tools such as FIDO2 security keys, mobile authentication apps, biometric authentication systems (e.g., facial recognition, fingerprint scanners), and smart cards. These technologies should offer a seamless user experience while providing robust security against common attack vectors.
- **Behavioral Biometrics & AI Risk Assessment:** Solutions using AI and machine learning to analyze user behavior patterns for continuous authentication and dynamic risk assessment. The City is interested in technologies that can identify anomalies in user behavior, offering an additional layer of security.
- **Adaptive Access Controls:** Demand systems that implement SSO and MFA, utilizing contextual and adaptive policies based on real-time risk assessments. These controls should adjust authentication requirements dynamically, factoring in user location, device security posture, time of access, and typical behavior patterns.
- **Privileged Access Management (PAM):** Solutions with advanced monitoring capabilities, including session recording and AI-driven analytics, to safeguard privileged accounts and detect unauthorized or suspicious activities.
- **Public Key Infrastructure (PKI):** Systems for digital certificate and encryption key management that ensure secure communications and data protection. The City is interested in solutions that streamline certificate issuance, renewal, and revocation processes.
- **Decentralized Identity Management:** Explore the use of blockchain or distributed ledger technology for secure, user-managed identity verification. Solutions should allow users to control their identity data and share it securely with trusted entities.
- **Secure Access Delegation & Federation:** Solutions facilitating secure access delegation and identity federation using standards like OAuth, OpenID Connect, and SAML, ensuring safe and efficient cross-domain authentication and authorization.
- **Automated Secrets Management:** Automated tools for managing digital secrets, emphasizing the secure storage, rotation, and access control of API keys, credentials, and other sensitive configuration data.

Submission Guidelines for Category 2:

Offerors are requested to submit proposals that:

- **Provide a Comprehensive Overview:** Detail your service offerings within the specified categories, focusing on how your solutions address the outlined objectives and scope of services required.
- **Demonstrate Experience and Success:** Share evidence of your expertise and achievements in implementing solutions that secure cloud/on-prem environments, manage identity and access,

and protect data privacy across various platforms. Include case studies or examples of previous successful deployments.

- **Detail Solution Capabilities:** Explain the scalability, interoperability, customization, and integration capabilities of your solutions. Highlight how your services can adapt to and grow with organizational needs.
- **Support and Maintenance:** Offer information on the ongoing support, maintenance, and any training services provided to ensure effective and sustained use of your solutions.

C.4. Category 3 – Data Security and Privacy

Objective: Protect sensitive information from breaches and ensure privacy compliance.

Scope of Solutions & Tools Required:

- **Advanced Data Loss Prevention (DLP)** technologies with machine learning capabilities for better detection of sensitive data exfiltration.
- **Encryption-in-Use technologies**, enabling secure data analytics and processing without exposing plaintext data.
- **Anonymization and Pseudonymization techniques** for enhancing privacy while maintaining data utility.
- **Data Discovery and Classification Tools** to identify and categorize sensitive and regulated data automatically.
- **Regulatory Compliance Management Tools** for real-time monitoring and reporting of compliance status with frameworks such as GDPR, HIPAA, and more.

Submission Guidelines for Category 3:

Offerors are requested to submit proposals that:

- **Provide a Comprehensive Overview:** Detail your service offerings within the specified categories, focusing on how your solutions address the outlined objectives and scope of services required.
- **Demonstrate Experience and Success:** Share evidence of your expertise and achievements in implementing solutions that secure cloud/on-prem environments, manage identity and access, and protect data privacy across various platforms. Include case studies or examples of previous successful deployments.
- **Detail Solution Capabilities:** Explain the scalability, interoperability, customization, and integration capabilities of your solutions. Highlight how your services can adapt to and grow with organizational needs.
- **Support and Maintenance:** Offer information on the ongoing support, maintenance, and any training services provided to ensure effective and sustained use of your solutions.

C.5. Category 4 – Security Consulting and Advisory Services

Objective: Engage expert advisory services to refine cybersecurity strategies, operational frameworks, and ensure compliance through focused guidance, workshops, and sessions.

Scope of Services Required:

- **Cybersecurity Strategy Development:** Assistance in crafting comprehensive cybersecurity strategies that align with organizational goals and risk tolerance, including strategic planning workshops and cybersecurity roadmap creation.
- **Framework Implementation Guidance:** Support for adopting and executing cybersecurity frameworks (e.g., NIST CSF, ISO/IEC 27001) with workshops and consulting for seamless integration.
- **Risk Management Consultation:** Expert advisory on risk management practices, from identification to mitigation, including facilitated risk assessment workshops.
- **Policy and Governance Development:** Help in formulating and updating security policies and governance structures to meet best practices and compliance standards, using policy development workshops and consulting.
- **Incident Response Planning Support:** Consulting on developing or enhancing incident response plans with template-based guidance, plan development workshops, and simulation exercises.
- **Emerging Technology Advisory:** Strategic insights into adopting emerging technologies securely, with services including innovation workshops and advisories on technology implications.
- **Vendor Selection and Technology Guidance:** Advisory services for selecting and implementing cybersecurity technologies, offering comparative analyses and selection framework support.

Submission Guidelines for Category 4:

Offerors are requested to submit proposals that:

- **Demonstrate Capability:** Show how your services can support organizations in strategic planning, risk management, policy development, and navigating the complex cybersecurity landscape.
- **Leverage Emerging Technologies:** Illustrate your approach to incorporating advanced technologies to enhance compliance and governance strategies.
- **Ensure Effective Adoption:** Provide examples or case studies where your services have led to the successful adoption of cybersecurity policies and technologies.

C.6. Category 5 – Regulatory Compliance and Governance Services

Objective: Partner with Contractor(s) to ensure strict adherence to cybersecurity regulations and the implementation of best practices across all operations.

Scope of Services & Tools Required:

- **Comprehensive Compliance Audits and Gap Analyses:** Solutions that offer thorough audits against international standards and regulations, pinpointing areas of non-compliance and providing actionable recommendations for remediation.
- **Governance, Risk, and Compliance (GRC) Platforms:** Advanced platforms that facilitate streamlined policy management, risk assessment, and compliance tracking. The City is interested in platforms that offer real-time insights and customizable reporting capabilities.
- **Emerging Regulation Advisory Services:** Expert advisory services that keep organizations ahead of the curve regarding upcoming cybersecurity laws, guidelines, and standards. Proposals should outline how these services can help organizations proactively adjust to new regulatory requirements.
- **Documentation and Reporting Tools:** Tools designed for the efficient management of compliance evidence, audit trails, and regulatory submissions. These should support comprehensive documentation practices and simplify the reporting process to regulatory bodies.

Submission Guidelines for Category 5:

Offerors are requested to submit proposals that:

- Provide a comprehensive overview of their service offerings related to regulatory compliance and governance, highlighting key features and benefits.
- Demonstrate their experience and success in assisting similar organizations in achieving and maintaining compliance with relevant cybersecurity standards and regulations.
- Include case studies or examples of previous engagements in regulatory compliance and governance, showcasing their expertise and impact.
- Detail the scalability, interoperability, and customization capabilities of their solutions, explaining how these can be tailored to meet specific organizational needs.
- Offer information on support, maintenance, and any training services provided, emphasizing the vendor's commitment to long-term partnership and success in compliance efforts.

C.7. Category 6 - Managed Security and Professional Services

Objective: Partner with experts to enhance cybersecurity operations through managed services, focusing on professional guidance and seamless technology integration.

Scope of Services Required:

- **Managed Detection and Response (MDR):** Seeking 24/7 security monitoring and incident response services for continuous oversight and rapid threat mitigation.
- **Managed Vulnerability Identification and Remediation: Programs** aimed at proactive identification and patching of security vulnerabilities to fortify defenses.
- **Security Operations Center as a Service (SOCaaS):** Solutions offering scalable, expert-led security operations to enhance threat detection and response capabilities.

- **Managed Compliance Services:** Assistance in achieving and maintaining continuous compliance with regulatory requirements, simplifying the compliance process for internal teams.
- **Managed Endpoint Protection:** Services incorporating advanced antivirus, endpoint detection and response (EDR), and mobile security solutions for comprehensive endpoint defense.
- **Managed Network Security:** Comprehensive network security services, including managed firewalls, intrusion detection systems (IDS), and intrusion prevention systems (IPS), to safeguard critical network infrastructure.
- **Managed Cloud Security:** Customized solutions designed to protect cloud-based environments, supporting both multi-cloud and hybrid architectures.
- **Professional Services and Integration:** Emphasis on strategic consulting to develop actionable cybersecurity strategies, roadmaps, and specialized workshops. Additionally, the City seeks expertise in the seamless integration of security technologies within existing IT environments to enhance operational efficiency and cybersecurity posture.

Submission Guidelines for Category 6:

Offerors are requested to submit proposals that:

- Clearly outline their managed security services and professional service offerings, detailing how these services will enhance the organization's cybersecurity capabilities and compliance posture.
- Demonstrate a track record of successful service delivery in managed security, emphasizing experience in professional services and technology integration.
- Provide case studies or examples of successful implementations that highlight the impact of their services on client cybersecurity operations.
- Include information on the scalability, customization, and interoperability of their solutions to address evolving security challenges and business needs.

C.8. Category 7 - Emerging Technologies and Future-Proofing Services

Objective: Adopt and integrate advanced technologies for proactive threat defense and operational efficiency.

Scope of Services, Solutions & Tools Required:

- **Artificial Intelligence (AI) and Machine Learning (ML) based security tools** for predictive threat analysis, anomaly detection, and automated incident response, enhancing the efficiency and effectiveness of security operations.
- **Blockchain technologies** for secure, decentralized data management and identity verification, offering solutions for enhancing data integrity, securing transactions, and establishing trust without centralized authority.

- **Internet of Things (IoT) security solutions** for comprehensive device and network protection, addressing the unique challenges posed by the expanding IoT landscape, including device management, data security, and network segmentation.
- **Future-proofing consultations** to evaluate and implement emerging security technologies and methodologies, ensuring the organization's security posture can adapt to future threats and technological advancements. This includes assessments of quantum-resistant cryptography, 5G network security strategies, and the integration of cybersecurity considerations into emerging tech like AR/VR for training and operational purposes.

Submission Guidelines for Category 7:

Offerors are requested to submit proposals that:

- Outline their capabilities and experience in delivering the specified services.
- Demonstrate a clear understanding of future cybersecurity challenges and their readiness to adapt to technological advancements.
- Include evidence of previous successful implementations or case studies.
- Detail the scalability, integration capabilities, and support services of their solutions.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <https://procurement.opengov.com/portal/tucson-az> and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

- A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system:
<https://procurement.opengov.com/portal/tucson-az>

NOTE: THE ENTIRE OFFER MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in “submitted” status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror’s submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City’s Business Services Department. Registration can be completed at <https://procurement.opengov.com/portal/tucson-az>
- B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications and Experience
- C. Support and Services
- D. Price Proposal

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or

C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <https://procurement.opengov.com/portalucson-az/contracts>

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. The solicitation or Contract number;

- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and
- E. The form of relief requested.

F. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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<p>1.</p>	<p>Method of Approach A. Provide a response to the Axia Cooperative Solicitation Attachment D.</p> <ol style="list-style-type: none"> 1. Include the following detailed response to Attachment D, Exhibit A <ol style="list-style-type: none"> a. Acknowledge section 2.0-2.3 by initialing this section. b. Provide a written response to Section 3.0 through 3.3, Axia Cooperative Response for National Cooperative Contract. C. Responses should highlight experience, demonstrate national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Axia Cooperative. 2. The successful offeror will be required to sign (in Attachment D), Exhibit B, Axia Cooperative Administration Agreement. <ol style="list-style-type: none"> a. Offerors should review Exhibit B and should include any proposed exceptions to the Axia Cooperative Administration Agreement with their response. 3. The successful offeror is required to complete and sign (in Attachment D) Exhibit G – Federal Funds Certification. 4. Include a response to Exhibit H – New Jersey Business Compliance (satisfies the requirements for cooperative purchasing in New Jersey). 	<p>N/A</p>	<p>N/A</p>
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	<p>A. Complete the Offeror Questionnaire below.</p> <p>1. If appropriate, submit additional documentation demonstrating how the proposed solution, product and/or service satisfies the requirement or answers the question. The scope of the RFP includes the following seven categories. Please check the box next to each category for which you are proposing:</p> <ul style="list-style-type: none">a. <input type="checkbox"/> 1. Security Solutions and Toolsb. <input type="checkbox"/> 2. Identity and Access Management (IAM) Solutionsc. <input type="checkbox"/> 3. Data Security and Privacyd. <input type="checkbox"/> 4. Security Consulting and Advisory Servicese. <input type="checkbox"/> 5. Regulatory Compliance and Governance Servicesf. <input type="checkbox"/> 6. Managed Security and Professional Servicesg. <input type="checkbox"/> 7. Emerging Technologies and Future-Proofing Services <p>2. For each item below, unless already noted, please identify which category/categories your response applies to. If the item is not applicable to the category/categories you are responding to, please enter "N/A." Please note that the City has provided some details on our specific requirements in the Scope of Work. Your responses below should address any deviations from those requirements. Every solution, product and service should be accompanied by pricing in the Pricing section of this RFP. Please include a full offering of all available</p>		
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	<p>solutions, products, and services.</p> <p>a. Please describe the Security solution(s) you are proposing (Category 1). If there are multiple solutions that are being offered and made available to the City and participating agencies through this contract, please detail them here.</p> <p>b. Please describe the Identity and Access Management (IAM) solution(s) you are proposing (Category 2). If there are multiple solutions that are being offered and made available to the City and participating agencies through this contract, please detail them here.</p> <p>c. Please describe the Data Security and Privacy solution(s) you are proposing (Category 3). If there are multiple solutions that are being offered and made available to participating agencies through this contract, please detail them here.</p> <p>d. What Security Assessment Methodology do you use? Describe the key aspects of the process.</p> <p>e. What definition of risk do you use? How does your Security Assessment Methodology generate risk ratings? Is your methodology qualitative, quantitative, or hybrid?</p> <p>f. How does your solution ensure zero disruption while conducting tests and gathering data?</p> <p>g. What minimum system and/or infrastructure requirements, if any, exist prior to</p>		
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	<p>implementing your proposed solution(s)?</p> <ul style="list-style-type: none">h. Please describe how your proposed solutions(s) measure effectiveness.i. Please describe your proposed vulnerability management processes. What happens when an asset requires patching?j. How does your proposed solution address unknown or zero-day threats?k. How effective, in percentage, is your proposed solution proven to be effective at preventing malware threats? Please provide factual evidence to support this.l. Please describe available reports generated by your proposed solution(s). Please include ability to generate custom reports.m. Please describe your proposed knowledge base. Is there a multi-customer knowledge base available? Is there a custom knowledge base available just for the City? How is this built and updated with current best practices? How are real world incidents documented and used for improving the knowledge base?n. If your firm is proposing Solutions (Categories 1 – 3), please outline any programs or certifications available for 3rd party consultants and service providers.o. What physical products, such as firewall devices, IDS (Intrusion Detection Systems), IPS (Intrusion		
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	<p>Prevention Systems), etc., are available?</p> <p>p. Please provide a detailed description of a migration to your proposed solution(s). Be sure to include cost and time investments required by the City.</p> <p>q. Describe how AI is built into your proposed solution(s) and what interactions with AI tools the City can expect.</p> <p>r. Specific to Security Consulting and Advisory Services (Category 4), please detail your firm's scope of available services.</p> <p>s. Specific to Regulatory Compliance and Governance Services (Category 5), please detail your firm's scope of available services.</p> <p>t. Specific to Security Architecture and Integration Services (Category 6), please detail your firm's scope of available services.</p> <p>u. Specific to Emerging Technologies and Future-Proofing Services (Category 7), please detail your firm's scope of available services.</p> <p>v. If your firm is proposing Services only, please detail any software or programs you utilize in the course of delivering the services. Please detail if and how we have access to such software.</p>		
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<p>2.</p>	<p>Qualifications & Experience</p> <p>A. If your firm is proposing Services only, please detail which solutions your firm has experience with. Include number of staff with relevant experience and credentials specific to each solution.</p> <p>B. If your firm is both the manufacturer of your solution and you are providing services, please detail your services team. Include number of staff with relevant experience and credentials specific to each solution.</p> <p>C. Provide a brief history and description of your firm. Discuss firm's national presence in the Cybersecurity industry. Please include information on previous company names and mergers, if applicable.</p> <p>D. Provide a list of all certifications related to Cybersecurity that your firm holds.</p> <p>E. Provide the total number and location of salespeople and customer service representatives employed by your firm.</p> <p>F. Provide the total number and locations of service / consulting professionals that you expect to work directly with the City.</p> <p>G. Detail your firm's experience working with government agencies. Specifically detail your experience with:</p> <ol style="list-style-type: none"> 1. Cities 2. Counties 3. School Districts 4. States 5. Colleges and Universities <p>H. Provide the number and location of support centers, if applicable.</p> <p>I. Provide a summary of your experience in performing work similar to that outlined in this solicitation.</p>	<p>N/A</p>	<p>N/A</p>
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	<p>J. Provide a minimum of three references for which your firm has provided the same solution (please include organization name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.</p> <p>K. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s) that will be designated to work with the City. Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.</p> <p>L. Provide information regarding if your organization ever failed to complete any work awarded.</p> <p>M. Detail any instances where your firm was contracted to provide Cybersecurity Products, Solutions, and/or Services and a data or other breach occurred, if applicable. How did your firm respond? What was the cause of the breach? What was the result?</p> <p>N. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</p>		
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<p>3.</p>	<p>Support and Services</p> <p>A. Please describe your proposed penetration testing service(s). Please include details of methods used and what scenarios (such as social engineering, phishing, etc.) these services are designed to address.</p> <p>B. Please describe how your proposed solution and/or service addresses false positives.</p> <p>C. Describe proposed incident severity levels. Who gets notified at each level?</p> <p>D. Please describe the incident response process. Include details as to what triggers the process, when legal and/or forensics teams become involved, and what communication (internally with a customer and externally with the media) procedures look like.</p> <p>E. At what point is a contingency plan put into place?</p> <p>F. Please detail available training programs. Are there any additional costs for these programs?</p> <p>G. How do you measure success for training programs?</p> <p>H. Please describe training available for individuals who fall victim to attacks, either real or simulated?</p> <p>I. What does your firm do to help us, the customer, endure a large-scale incident?</p> <p>J. Does your firm offer additional Cybersecurity services that have not been mentioned in this document but that we should consider?</p> <p>K. Does your firm allow for engagements that may require less than full time equivalent hours?</p>	<p>N/A</p>	<p>N/A</p>
<p>4.</p>	<p>Price Proposal Provide price proposal as requested on the Price Page attached as Attachment F herein.</p>	<p>N/A</p>	<p>N/A</p>

G. SPECIAL TERMS AND CONDITIONS

G.1. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract. The City's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract until funds are made available for performance of this Contract.

G.2. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and Axia Cooperative or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement for any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperative Purchasing Agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, the City of Tucson is a member of the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument.aspx?documentid=111> for a list of participating agencies. The parties agree that these lists are subject to change. Any orders placed to, or services required by, participating agencies requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of the Contractor. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this agreement (e.g., travel expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others using this agreement. A copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Award. A successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

[View Comment](#)

G.3. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.4. LIVING WAGE REQUIREMENTS

Contractor will comply with all applicable provisions of the City's Living Wage Ordinance (Article XIV of the Tucson Procurement Code). Contractor will, upon request, affirm in writing that Contractor is in compliance and will provide City with information and documentation demonstrating that compliance. The City's Living Wage ordinance can be found at the following link: https://tucsonprocurement.com/bidders_livingwage.aspx.

G.5. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

G.6. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional **one-year periods** or portions thereof.

G.7. TRAVEL EXPENSE ALLOWANCES

The City's allowance is limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Consultant is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Consultant shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. At travel destinations, the City will reimburse the Consultant for the use of airport limousines and taxis. No receipts are required for reimbursement of such expenses. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

The City will pay the actual cost of rooms including tax based upon the Federal Per Diem rates. Both the room rate and tax paid must be substantiated by a receipt that indicates payment has been made. All in-state travel will be reimbursed at the City's per diem rate. A complete list of the Federal GSA Per Diem rates are available at: <http://www.gsa.gov/portal/category/100120>.

For meals and miscellaneous expenses, the Consultant may choose to receive either (1) the Federal GSA per diem amount (a flat rate), or (2) a reimbursement for actual expenses. A higher dollar amount is allowed under the actual expense reimbursement option; however, receipts must be retained under this option. The Consultant is not required to keep receipts if the per diem option is chosen.

Only one method of reimbursement can be used for the entire trip (i.e., the Consultant cannot request a per diem amount for some days and actual expense reimbursement for other days).

Meals provided for by another agency or others will be subtracted, if the per diem allowance is elected. For days of arrival and departure, the per diem amount will be determined by adding the amounts below for each meal the Consultant eats at the travel destination. The FY12 meal per diem for Tucson, Arizona is as follows:

The Consultants who select the per diem option and spend less than the per diem amount are encouraged to request a reimbursement only for the amount actually spent. No receipts are required to receive actual reimbursement where the amount requested is less than or equal to the per diem amount.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. If the actual expense reimbursement option is chosen for out-of-state travel, receipts are required for miscellaneous expenses.

Long distance telephone charges are allowed for official calls, and are governed by the following: Calls for official City business other than to City offices shall be paid by the Consultant. The Consultant will be reimbursed upon submission of appropriate documentation relative to cost and purpose of the call, and with the approval of the City Representative for this contract. Calls other than City business shall not be made at City expense.

The above is pursuant to City policy: Administrative Directive 3.03-1, Travel Authorization and Expense Allowance.

H. INSURANCE REQUIREMENTS

H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

- A. Each Occurrence: \$1,000,000
- B. General Aggregate: \$2,000,000
- C. Products & Completed Operations Aggregate: \$2,000,000
- D. Personal and Advertising Injury: \$1,000,000
- E. Blanket Contractual Liability: \$1,000,000

H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

H.4. Worker's Compensation

Policy must have coverage limits no lower than:

- A. Per Occurrence: Statutory
- B. Employer's Liability: \$1,000,000
- C. Disease Each Employee: \$1,000,000
- D. Disease Policy Limit: \$1,000,000
- E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

H.5. Professional Liability - Technology Errors & Omissions

Policy must have coverage limits no lower than:

- A. Each Claim: \$1,000,000
- B. General Aggregate: \$2,000,000

H.6. Network Security (Cyber) and Privacy Liability

Policy must have coverage limits no lower than:

- A. Each Claim: \$1,000,000
- B. Annual Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

H.7. Policy Change Notice

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.8. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.9. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.10. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the City is excess and not contributing.
- C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.
- D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.11. Verification of Coverage

- A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.
- B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.
- C. The certificates must contain the City project/contract number and project description.
- D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H.12. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.13. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.14. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

- A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
- B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.
- C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

- A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.
- B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.30. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

- C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.
- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.35. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

- A. the City of Tucson minimum wage

- B. the State of Arizona minimum wage
- C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

City of Tucson Business License

If yes on the above question please upload your business license.

J.3. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form
- D. Attachment B - COT ARPA Terms and Conditions
- E. Attachment D - Axia Cooperative Solicitation Attachments for Cybersecurity COT
- F. Attachment F - Cybersecurity Price Sheet

Technical Proposal*

Please upload your Vendor Response to Evaluation Criteria.

*Response required

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

Confidential Information

Does your response to this solicitation contain a request to hold some portion of your response confidential and withhold from public record?

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

- Yes
- No

Confidential Information*

Does your response to this solicitation contain a request to hold some portion of your response confidential and withhold from public record?

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

*Response required

Exceptions*

In accordance with Paragraph D.9 of the Instructions to Offerors, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

Is your firm submitting any exceptions for the City's consideration?

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 20____

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not

City of Tucson – American Rescue Plan Act (ARPA) Terms and Conditions

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucson under the American Rescue Plan Act (“ARPA”).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucson:

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable.** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (applies to all purchases.) (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Tucson. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)

Contractor certifies 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. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.) (A) The Contractor agrees to provide the City of Tucson, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall 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.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Tucson and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending 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 uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 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.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

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

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)

ATTACHMENT D



**Requirements for National Cooperative Contract To be Administered by
Axia Cooperative**

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

Axia Cooperative Exhibit A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Axia Cooperative Exhibit B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

Axia Cooperative Exhibit C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Axia Cooperative Exhibit D – AXIA COOPERATIVE LEAD PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Axia Cooperative Exhibit E – AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

Axia Cooperative Exhibit F – AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

Axia Cooperative Exhibit G – FEDERAL FUNDS CERTIFICATIONS

Axia Cooperative Exhibit H – NEW JERSEY BUSINESS COMPLIANCE (Optional)

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACT

1.1 Requirement

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

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

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

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

1.2 Marketing, Sales and Administrative Support

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

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

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

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

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

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

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

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

Suppliers are required to pay an administrative fee of [REDACTED] of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the Axia Cooperative Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Axia Coop LLC Administration Agreement between Supplier and Axia Cooperative (the "Axia Coop LLC Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50m annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated

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to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and Axia Cooperative.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Lead Procurement Agency will be the basis of award on a national level through Axia Cooperative. If multiple suppliers are awarded by Lead Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through Axia Cooperative. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Lead Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and Axia Cooperative shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e., invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to Axia Cooperative).

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is actively marketed by Supplier and available to Public Agencies nationwide, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Axia Cooperative and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

Supplier Acknowledges and agrees to 2.0 – 2.3, **Supplier Initials:** _____

3.0 SUPPLIER COOPERATIVE QUALIFICATIONS

Supplier must supply the following information in order for the Lead Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through Axia Cooperative.

3.1 Company

- A. Provide an overview of your company’s national distribution capability.

- B. List your company’s total number of locations and the total number of salespersons employed by your company.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE
CONTRACT

3.2 National Distribution Logistics

- A. Describe how your company proposes to distribute products/service to Axia Cooperative participants nationwide.

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

3.3 Marketing and Sales

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

- B. Will your company commit to training and educating your national sales force about Axia Cooperative and the Master Agreement within 90 days of the award?

- C. Will your company commit to the following (**Yes** or **No**):
 - i. Creation and distribution of a co-branded press release about the award.

 - ii. Publish an announcement of contract award, contract details and contact information on the Supplier company website within first 90 days.

 - iii. Design and distribution of co-branded marketing materials within first 90 days of contract award. _____

 - iv. Provide reasonable assistance to the overall promotion and marketing efforts of the Master Agreement at national (e.g. NIGP Annual Forum, NPI Conference, etc.), regional (e.g. Regional NIGP Chapter Meetings, etc.), and supplier specific trade shows, conferences and meetings throughout the term of the Master Agreement. _____

 - v. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).

 - vi. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:
 - i. Axia Cooperative standard logo; _____
 - ii. Summary of Products and pricing; _____
 - iii. Marketing Materials; _____

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- iv. Electronic link to Axia Cooperative's website, including the online registration page; _____
 - v. A dedicated telephone number and email address for Axia Cooperative. _____
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to Axia Cooperative and agrees to provide permission for reproduction of such logo(s) in marketing communications and promotions. Acknowledge that use of Axia Cooperative logo will require permission for reproduction, as well. _____
- E. How will your company proactively sell the Master Agreement to Public Agencies nationwide?
- F. Explain in detail how the sales teams will work with the Axia Cooperative team to implement, grow and service the national program.
- G. Provide contact information for the person(s) from your company who will be responsible for:
- i. Marketing the City of Tucson Axia Master Agreement:
 - i. Name: _____
 - ii. Title: _____
 - iii. Email: _____
 - iv. Telephone #: _____
 - ii. Sales Leadership efforts of the Master Agreement on a national basis:
 - i. Name: _____
 - ii. Title: _____
 - iii. Email: _____
 - iv. Telephone #: _____
 - iii. Financial Reporting:
 - i. Name: _____
 - ii. Title: _____
 - iii. Email: _____
 - iv. Telephone #: _____

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

AXIA COOP LLC ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this ____ day of ____ 20__, between Axia Coop LLC (“Axia Cooperative”), and _____ (“Supplier”).

Recitals

WHEREAS, the _____ (the “Lead Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, by and between the Lead Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), as attached hereto as Exhibit and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “Public Agencies”), that register (either via registration on the Axia Cooperative website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through Axia Cooperative to Public Agencies;

WHEREAS, Axia Cooperative serves as the contract administrator of the Master Agreement on behalf of Lead Procurement Agency;

WHEREAS, Lead Procurement Agency desires Axia Cooperative to proceed with administration of the Master Agreement; and

WHEREAS, Axia Cooperative and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between Axia Cooperative and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, Axia Cooperative and Supplier hereby agree as follows:

Definitions

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

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

Terms and Conditions

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. Axia Cooperative shall be afforded all of the rights, privileges and indemnifications afforded to Lead Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Axia Cooperative, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. Axia Cooperative shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Lead Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Axia Cooperative solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Lead Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, Axia Cooperative shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Lead Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. Axia Cooperative makes no representation or guaranty with respect to any minimum purchases by Lead Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Axia Cooperative shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold Axia Cooperative harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOPERATIVE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING AXIA COOPERATIVE'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to Axia Cooperative in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Lead Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at Axia Cooperative's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

National Promotion

10. Axia Cooperative and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the Axia Cooperative program by either registering on the Axia Cooperative website, www.axiacoop.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Lead Procurement Agency and Axia Cooperative. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to Axia Cooperative or posts on the Axia Cooperative website. Supplier shall indemnify, defend and hold harmless Axia Cooperative for use of all such content and images including copyright infringement claims. Supplier and Axia Cooperative each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo(s) (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An “Administrative Fee” shall be defined and due to Axia Cooperative from Supplier in the amount of percent (■) (“Administrative Fee Percentage”) multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Lead Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) (“Contract Sales”). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency’s Contract Sales.

13. Supplier shall provide Axia Cooperative with an electronic accounting report monthly, in the format prescribed by Axia Cooperative, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit E (“Contract Sales Report”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to Axia Cooperative by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency’s sole discretion, and/or this Agreement, at Axia Cooperative’s sole discretion.

14. Administrative Fee payments are to be paid by Supplier to Axia Cooperative at the frequency and on the due date stated in Section 13, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Axia Cooperative designated financial institution. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency’s sole discretion, and/or this Agreement, at Axia Cooperative’s sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Axia Cooperative, or its designee, in Axia Cooperative’s sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date Axia Cooperative receives such report. In addition, Axia Cooperative may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Axia Cooperative at the location designated by Axia Cooperative. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Axia Cooperative will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to Axia Cooperative’s reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of Axia Cooperative’s costs and expenses related to such audit.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

GENERAL PROVISIONS

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

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and Axia Cooperative's rights and obligations hereunder may be assigned at Axia Cooperative's sole discretion to an affiliate of Axia Cooperative, any purchaser of any or all or substantially all of the assets of Axia Cooperative, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of Axia Cooperative.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

- A. Axia Coop LLC
 - i. Attn: Ken Heckman, Founder & CEO
 - ii. 348 Julianna Circle, Franklin, TN 37064
- B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon Axia Cooperative, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Tennessee, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

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

Authorized Signature, Supplier

Signature

Name

Title

Date

AXIA COOP LLC

Signature
Ken Heckman

Name
Founder & Chief Executive Officer

Title

Date

EXAMPLE

AXIA COOP LLC EXHIBITS
EXHIBIT C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Procurement Agency Certificate (“**Lead Procurement Agencies**”) with Axia Coop LLC (“**Axia Cooperative**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing program administered by Axia Cooperative by either registering on a Axia Cooperative website (www.axiacoop.org), or by executing a copy of this Agreement.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Lead Procurement Agency and the Participating Public Agencies;

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

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

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

AXIA COOP LLC EXHIBITS
EXHIBIT C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

6. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
9. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOP LLC EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT OR MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT AXIA COOPERATIVE SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT.
10. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 – 10 hereof shall survive any such termination.
11. This Agreement shall take effect upon (i) execution of the Lead Procurement Agency Certificate, or (ii) the registration on the Axia Cooperative website or the execution of this Agreement by a Participating Public Agency, as applicable.

**AXIA COOP LLC EXHIBITS
EXHIBIT D – AXIA COOPERATIVE LEAD PROCUREMENT AGENCY
CERTIFICATE, EXAMPLE**

LEAD PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Lead Procurement Agency (as defined below) for Axia Coop LLC (“Axia Cooperative”), The City of Tucson agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Lead Procurement Agency Certificate.

I hereby acknowledge, in my capacity as Procurement Administrator of and on behalf of City of Tucson (“Lead Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Axia Cooperative.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, City of Tucson

Signature

Name

Title

Date

EXAMPLE

AXIA COOP LLC EXHIBITS
EXHIBIT E – AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

AXIA COOP LLC EXHIBITS									
EXHIBIT _ - AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE									
(to be submitted <u>electronically</u> in Microsoft Excel format)									
Axia Cooperative Contract Sales Monthly Report									
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by Axia Cooperative and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
Report Totals									
Cumulative Contract Sales									

AXIA COOP LLC EXHIBITS
EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

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

NATIONWIDE REQUIREMENTS

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

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

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

CERTAIN PUBLIC AGENCIES AND POLITICAL SUBDIVISIONS:

CITIES, TOWNS, VILLAGES AND BOROUGHS

INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR CITY OF AUMSVILLE, OR CITY OF AURORA, OR CITY OF BAKER, OR CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR

CITY OF CANBY, OR CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR CITY OF CONDON, OR CITY OF COQUILLE, OR CITY OF CORVALLI, OR CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR CITY OF EUGENE, OR

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

CITY OF FOREST GROVE, OR CITY OF GOLD HILL,
OR CITY OF GRANTS PASS, OR CITY OF GRESHAM,
OR CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI CITY OF
KENNER, LA
CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR CITY OF LEBANON,
OR
CITY OF MCMINNVILLE, OR CITY OF MEDFORD,
OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA CITY OF NORTH
PLAINS, OR CITY OF OREGON CITY, OR CITY OF
PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF
POWERS, OR
CITY OF PRINEVILLE, OR CITY OF REDMOND, OR
CITY OF REEDSPORT, OR CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR CITY OF ROSEBURG,
OR CITY OF SALEM, OR
CITY OF SANDY, OR CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR CITY OF SHERWOOD,
OR CITY OF SHREVEPORT, LA CITY OF
SILVERTON, OR
CITY OF SPRINGFIELD, OR CITY OF ST. HELENS,
OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR CITY OF TUALATIN, OR
CITY OF WALKER, LA CITY OF WARRENTON, OR
CITY OF WEST LINN, OR CITY OF WILSONVILLE,
OR CITY OF WINSTON, OR CITY OF WOODBURN,
OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON ALPINE, UT
ALTA, UT ALTAMONT, UT ALTON, UT AMALGA,
UT
AMERICAN FORK CITY, UT ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT AURORA, UT BALLARD, UT
BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT
BIG WATER, UT BLANDING, UT BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT BRYCE
CANYON CITY, UT CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF
CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT CENTRAL
VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON,
UT CLAWSON, UT CLEARFIELD, UT CLEVELAND,
UT
CLINTON CITY CORPORATION, UT COALVILLE, UT
CORINNE, UT CORNISH, UT
COTTONWOOD HEIGHTS, UT DANIEL, UT
DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT EAST CARBON, UT ELK
RIDGE, UT

ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT
ENOCH, UT ENTERPRISE, UT EPHRAIM, UT
ESCALANTE, UT EUREKA, UT FAIRFIELD, UT
FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT
FAYETTE, UT FERRON, UT FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT FRANCIS, UT
FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND,
UT GENOLA, UT GLENDALE, UT GLENWOOD, UT
GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT
GUNNISON, UT HANKSVILLE, UT HARRISVILLE,
UT HATCH, UT
HEBER CITY CORPORATION, UT HELPER, UT
HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT
HIDEOUT, UT HIGHLAND, UT HILDALE, UT
HINCKLEY, UT HOLDEN, UT HOLLADAY, UT
HONEYVILLE, UT HOOPER, UT HOWELL, UT
HUNTINGTON, UT HUNTSVILLE, UT
CITY OF HURRICANE, UT HYDE PARK, UT
HYRUM, UT INDEPENDENCE, UT IVINS, UT
JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT
KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT
KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT
LA VERKIN, UT LAYTON, UT
LEAMINGTON, UT LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT
LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT
MANILA, UT MANTI, UT MANTUA, UT MAPLETON,
UT
MARRIOTT-SLATERVILLE, UT MARYSVALE, UT
MAYFIELD, UT MEADOW, UT MENDON, UT
MIDVALE CITY INC., UT MIDWAY, UT
MILFORD, UT MILLVILLE, UT MINERSVILLE, UT
MOAB, UT
MONA, UT MONROE, UT
CITY OF MONTICELLO, UT MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT MYTON, UT
NAPLES, UT NEPHI, UT
NEW HARMONY, UT NEWTON, UT NIBLEY, UT
NORTH LOGAN, UT NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT OPHIR, UT
ORANGEVILLE, UT ORDERVILLE, UT OREM, UT
PANGUITCH, UT PARADISE, UT PARAGONAH, UT
PARK CITY, UT PAROWAN, UT PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO,
UT RANDOLPH, UT REDMOND, UT
RICHFIELD, UT RICHMOND, UT RIVERDALE, UT
RIVER HEIGHTS, UT RIVERTON CITY, UT
ROCKVILLE, UT ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT SALEM, UT
SALINA, UT

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

SALT LAKE CITY CORPORATION, UT SANDY, UT
SANTA CLARA, UT SANTAQUIN, UT SARATOGA
SPRINGS, UT SCIPIO, UT
SCOFIELD, UT SIGURD, UT SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT SOUTH WEBER,
UT
SPANISH FORK, UT SPRING CITY, UT SPRINGDALE,
UT SPRINGVILLE, UT STERLING, UT STOCKTON,
UT SUNNYSIDE, UT SUNSET CITY CORP, UT
SYRACUSE, UT TABIONA, UT
CITY OF TAYLORSVILLE, UT TOOELE CITY
CORPORATION, UT TOQUERVILLE, UT
TORREY, UT TREMONTON CITY, UT TRENTON, UT
TROPIC, UT UINTAH, UT VERNAL CITY, UT
VERNON, UT VINEYARD, UT VIRGIN, UT WALES,
UT WALLSBURG, UT
WASHINGTON CITY, UT WASHINGTON TERRACE,
UT WELLINGTON, UT WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT WEST HAVEN, UT WEST
JORDAN, UT WEST POINT, UT
WEST VALLEY CITY, UT WILLARD, UT
WOODLAND HILLS, UT WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY
AND COUNTY OF HONOLULU, HI CLACKAMAS
COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR CURRY
COUNTY, OR
DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA GILLIAM
COUNTY, OR
GRANT COUNTY, OR HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII
COUNTY, HI
HOOD RIVER COUNTY, OR JACKSON COUNTY, OR
JEFFERSON COUNTY, OR JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFORCHE PARISH, LA KAUAI COUNTY, HI
KLAMATH COUNTY, OR LAKE COUNTY, OR LANE
COUNTY, OR LINCOLN COUNTY, OR LINN

COUNTY, OR LIVINGSTON PARISH, LA MALHEUR
COUNTY, OR MAUI COUNTY, HI
MARION COUNTY, SALEM, OR MORROW COUNTY,
OR MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA PLAQUEMINES PARISH, LA
POLK COUNTY, OR RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA SHERMAN COUNTY,
OR TERREBONNE PARISH, LA TILLAMOOK
COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR WALLOWA COUNTY, OR
WASCO COUNTY, OR WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA WHEELER
COUNTY, OR YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT COUNTY OF CACHE,
UT COUNTY OF RICH, UT COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT COUNTY OF DAGGETT,
UT COUNTY OF SALT LAKE, UT COUNTY OF
TOOELE, UT COUNTY OF UTAH, UT COUNTY OF
WASATCH, UT COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT COUNTY OF GRAND, UT
COUNTY OF BEVER, UT COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT COUNTY OF SAN JUAN,
UT COUNTY OF GARFIELD, UT COUNTY OF KANE,
UT COUNTY OF IRON, UT COUNTY OF
WASHINGTON, UT

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

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP,
LA CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT CLEAN
WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74 HOUSING
AUTHORITY OF PORTLAND ILLINOIS VALLEY
FIRE DISTRICT LAFAYETTE AIRPORT
COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION MELHEUR
COUNTY JAIL, OR METRO REGIONAL
GOVERNMENT METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR OREGON
COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION ROGUE
VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3 SAINT
TAMMANY FIRE DISTRICT 4, LA SALEM MASS
TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION
DISTRICT WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON
SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT BOGALUSA
HIGH SCHOOL, LA BOSSIER PARISH SCHOOL
BOARD
BROOKING HARBOR SCHOOL DISTRICT CADDO
PARISH SCHOOL DISTRICT CALCASIEU PARISH
SCHOOL DISTRICT CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY CASCADE
SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT

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

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE DISTRICT SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55 TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT ALIANZA ACADEMY, UT ALPINE DISTRICT, UT AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT BOX ELDER SCHOOL DISTRICT, UT CBA CENTER, UT CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT CHANNING HALL, UT CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT DAVIS DISTRICT, UT DUAL IMMERSION ACADEMY, UT DUCHESNE SCHOOL DISTRICT, UT EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT EMERY SCHOOL DISTRICT, UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH, UT FREEDOM ACADEMY, UT GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT GRAND SCHOOL DISTRICT, UT GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT

IRON SCHOOL DISTRICT, UT ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT MARIA MONTESSORI ACADEMY, UT MERIT COLLEGE PREPARATORY ACADEMY, UT MILLARD SCHOOL DISTRICT, UT MOAB CHARTER SCHOOL, UT MONTICELLO ACADEMY, UT MORGAN SCHOOL DISTRICT, UT MOUNTAINVILLE ACADEMY, UT MURRAY SCHOOL DISTRICT, UT NAVIGATOR POINTE ACADEMY, UT NEBO SCHOOL DISTRICT, UT NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT NOAH WEBSTER ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY, UT NORTH SANPETE SCHOOL DISTRICT, UT NORTH STAR ACADEMY, UT NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT OPEN HIGH SCHOOL OF UTAH, UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT PARADIGM HIGH SCHOOL, UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT, UT PROVIDENCE HALL, UT PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT ROCKWELL CHARTER HIGH SCHOOL, UT SALT LAKE ARTS ACADEMY, UT SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT, UT SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT, UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

UINTAH RIVER HIGH , UT UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE LINFIELD COLLEGE LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

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

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

FEDERAL FUNDS CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

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

APPENDIX II TO 2 CFR PART 200

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor**

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

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

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

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

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

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

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING
FEDERAL FUNDS**

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND
CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R.
§200.322**

Participating Agency 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 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

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror’s personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act “ACA”). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name

Address, City, State, and Zip Code

Phone Number

Fax

Printed Name and Title of Authorized Representative

Email Address

Signature of Authorized Representative

Date

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

New Jersey Business Compliance

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

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

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

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

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

DOC #1 - STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization

Organization Address

PART I

CHECK THE BOX THAT REPRESENTS THE TYPE OF BUSINESS ORGANIZATION:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

PART II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

PART III

**DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS,
PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

PART IV

CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the [name of contracting unit] is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with [type of contracting unit] to notify the [type of contracting unit] in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the [type of contracting unit] to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

DOC #2 – NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 20__

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #3 – AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Name of Organization

Street

City, State, Zip Code

PROPOSAL CERTIFICATION

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

REQUIRED AFFIRMATIVE ACTION EVIDENCE:

Procurement, Professional & Service Contracts **(Exhibit A)**

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

PUBLIC WORK – OVER \$50,000 TOTAL PROJECT COST:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

PUBLIC AGENCY INSTRUCTIONS

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

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

CONTRACTOR INSTRUCTIONS

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

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

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

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

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

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

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

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

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

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

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

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

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

PART I – VENDOR INFORMATION

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name and Title

PART II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

**LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL
CONTRIBUTION DISCLOSURE – N.J.S.A. 19:44A-20.26**

County Name

State: Governor, and Legislative Leadership Committees

Legislative District #s: *(State Senator and two members of the General Assembly per district)*

County Freeholders

County Clerk

County Sherriff

County Executive

Surrogate

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

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

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)**

DOC #5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of the organization:

- Partnership Limited Liability Partnership Sole Proprietorship
 Limited Partnership Limited Liability Company Corporation
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #6 – CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN IRAN

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

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

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

<https://www.njportal.com/DOR/BusinessRegistration/>

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #8 – EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Signature

Printed Name and Title

Date

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #9 – MACBRIDE-PRINCIPLES FORM



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

Bid Solicitation #: _____

Vendor / Bidder: _____

**VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN
COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND
ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

Check the appropriate box:

The Vendor/Bidder has no business operations in Northern Ireland;

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Printed Name and Title

Date

**CITY OF TUCSON RFP 240160
CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES
PRICE SHEET**

Instructions

Within the **Core Pricing** section in each Category, please provide pricing (within cells highlighted in yellow) for annual cost, subscription, license, services, etc., based on the **example scenario information** below. Your price for each item (excluding services priced at hourly rates) should account for a one-year term for that item. Services in the Core Pricing section should be priced with an hourly rate.

Example Scenario Information

Endpoints: 5,000

Users: 5,000

Network Devices: 300

Firewalls: 10

Daily Data Log Size: 200 GB

Please use the **Extended National Pricing** section towards the bottom of each Category to expand upon and list all additional products, solutions and services you offer in each.

Your extended pricing should be comprehensive. Detail how pricing will be applied (base pricing, discount structure, etc.) for Axia Cooperative's participating agencies with differing needs than those specified in the example scenario above.

Category 1: Security Solutions and Tools

Core Pricing

Item	Base Price	Discount %	Price
Secure Access Service Edge (SASE) Solution	\$ -		\$ -
Annual Maintenance For SASE Solution	\$ -		\$ -
Cloud Access Security Broker (CASB) Solution	\$ -		\$ -
Annual Maintenance For CASB Solution	\$ -		\$ -
Web Application Firewall (WAF) and DDoS Mitigation Solution	\$ -		\$ -
Annual Maintenance For WAF and DDoS Mitigation Solution	\$ -		\$ -
GRAND TOTAL			\$ -

Service	Hourly Rate
Security Solutions Consulting	\$ -
GRAND TOTAL	\$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 2: Identity and Access Management (IAM) Solutions

Core Pricing

Item	Base Price	Discount %	Price
Privileged Access Management (PAM) Solution	\$ -		\$ -
Annual Maintenance For PAM Solution	\$ -		\$ -
Passwordless Authentication Solution	\$ -		\$ -
Annual Maintenance For Passwordless Authentication Solution	\$ -		\$ -
Adaptive Access Controls Solution	\$ -		\$ -
Annual Maintenance For Adaptive Access Controls	\$ -		\$ -
GRAND TOTAL			\$ -

Service	Hourly Rate
IAM Solutions Consulting Services	\$ -
GRAND TOTAL	\$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 3: Data Security and Privacy

Core Pricing

Item	Base Price	Discount %	Price
Data Discovery and Classification Tool	\$ -		\$ -
Annual Maintenance For Data Discovery and Classification Tool	\$ -		\$ -
Regulatory Compliance Management Tool	\$ -		\$ -
Annual Maintenance For Regulatory Compliance Management Tool	\$ -		\$ -
GRAND TOTAL			\$ -
Service	Hourly Rate		
Data Security and Privacy Consulting Services		\$ -	-
GRAND TOTAL		\$ -	-

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 4: Security Consulting and Advisory Services

Core Pricing

Service	Hourly Rate
Cybersecurity Strategy Development	\$ -
Framework Implementation Guidance	\$ -
Risk Management Consultation	\$ -
Policy and Governance Development	\$ -
Incident Response Planning Support Services	\$ -
Emerging Technology Advisory Services	\$ -
Vendor Selection and Technology Guidance	\$ -
GRAND TOTAL	\$ -

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 5: Regulatory Compliance and Governance Services

Core Pricing

Service	Hourly Rate
Comprehensive Compliance Audits and Gap Analyses	\$ -
Emerging Regulation Advisory Services	\$ -
GRAND TOTAL	\$ -

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 6: Security Architecture and Integration Services

Core Pricing

Item	Base Price	Discount %	Price
MDR for On-prem Infrastructure	\$ -		\$ -
MDR for SaaS Apps	\$ -		\$ -
MDR for Cloud Infrastructure	\$ -		\$ -
Network Devices Monitoring	\$ -		\$ -
Firewalls	\$ -		\$ -
Data Log Sizes (per day)	\$ -		\$ -
GRAND TOTAL			\$ -

Service	Hourly Rate
Security Architecture and Integration Services	\$ -
GRAND TOTAL	\$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 7: Emerging Technologies and Future-Proofing Services

Core Pricing

Service	Hourly Rate
Artificial Intelligence (AI) and Machine Learning (ML) Based Security Tools Consulting	\$ -
Blockchain Technologies Consulting Services	\$ -
Internet of Things (IoT) Security Solutions Consulting	\$ -
Future-proofing Consulting Services	\$ -
Data Security-Related Consulting Services	\$ -
GRAND TOTAL	\$ -

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			