



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

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

DATE: September 21, 2017

SUBJECT: Addendum #1

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

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

All other terms and conditions remain unchanged.

End of Addendum.

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

ATTACHMENT D



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

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

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

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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

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

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

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

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

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

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

1.2 Marketing, Sales and Administrative Support

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

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

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

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

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

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

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

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

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

1.3 Estimated Volume

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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

1.4 Award Basis

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

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

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER QUALIFICATIONS

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

3.1 Company

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

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

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated National IPA internet web-based homepage on Supplier website with:

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's website including the online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

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

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

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and _____ (“Supplier”).

RECITALS

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

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

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

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

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

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

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

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

TERM OF AGREEMENT; TERMINATION

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

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

NATIONAL PROMOTION

10. National IPA 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 National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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

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

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

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

GENERAL PROVISIONS

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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

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

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

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

A. National Intergovernmental Purchasing Alliance Company

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

B. Supplier

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

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

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

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

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

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Ward H. Brown
Name

Title

Chief Operating Officer
Title

Date

Date

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

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT OR GPO CONTRACT.

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

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company (“National IPA”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

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

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

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

[illegible]

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

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

*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
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
LYNN DYLAN, 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
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
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 NOA0
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 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
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 LEGACY PREPARATORY ACADEMY , UT
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 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
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 (NUAMES) , UT
 NOAH WEBSTER ACADEMY , UT
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 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
 TOOEE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

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

SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
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 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
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 OREGON DEPT. OF EDUCATION
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 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
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 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH

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

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

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

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

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

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

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

ENET Solutions	Marc Anderson	9492428076	marc@enetusa.com
Starnet Data Design	Kimberly Sitton	8053710585	ksitton@starnetdata.com
SUNSOFT	POORNIMA HIEMATH	6028032728	nima@sunsoftonline.com
CCS Presentation Systems	Tony Piowarsy	4803480100ext.282	tpiowarsy@ccsprojects.com
Starnet Data Design	Kimberly Sitton	8053710585	ksitton@starnetdata.com
Cox Business	David Daniels	6233282104	david.daniels3@cox.com
VESTRA Resources Inc	Sandi McDaniel	5302232585	smcdaniel@vestra.com
Digital Map Products, Inc.	Tracie Wilson	9496560875	twilson@digmap.com
Network Consulting Services, inc	Chris Hiett	8012957555	chiett@ncsi.us
Howard Technology Solutions	Yareasia Ellis	6014253181	bids@howardcomputers.com
Ask IT Consulting Inc.	Adam Watson	6316491313ext.730	govt@askitc.com
NCA	Barb Kiernan	2142767931	barb.kiernan@ncanet.com
3D Universe	Jeremy Simon	8006894344	jeremy@3duniverse.org
Baker & Taylor	Lee Ann Queen	8007757930ext.3245	bids@baker-taylor.com
Forrester Research	Rob Brady	7035842628	rbrady@forrester.com
PROFESSIONAL MARKETING SERVICES INC	MARGARET DOEHNERT	4809405400	maggie@promarketinc.com
Disys	Avery Redmond	4802699624	avery.redmond@disys.com
Voice Solutions	Gary Schaffer	8776537007ext.301	kristen@voice-solutions.com
Voice Solutions	Gary Schaffer	8776537007ext.301	kristen@voice-solutions.com
Simply Bits	Lisa Moroe	5205450400	lisam@simplybits.com
Infosys Public Services	Deependra Singh	5714357395	deependra_singh@infosys.com
cg	cg	9999999999	cg@gmail.com
Datalink an Insight Company	Dan Doehler	6023152729	dan.doehler@insight.com
Tevora	John McDermott	4805598701	jmcdermott@tevora.com
professional marketing services	maggie doehnert	4805409400	maggie@promarketinc.com
D Mullis Insurance	Ddd mullis	2109839244	dmullisinsurance@gmail.com
JANUS Software, Inc. (d/b/a JANUS Associates)	Jeannette Kearny	2032510213	jeannettek@janusassociates.com
DevCare Solutions	Janaki Thiru	6142212277	info@devcare.com
Panther International	Axah McCalla	7275560990ext.1018	axah@pantherinternational.com
OASISmicro	Aaron Witte	6024900580	aaron.witte@oasismicro.com
COM	Pam T.	4806442822	pam.tyson@mesaaz.gov
vCORE Technology Partners	Cynthia Sands	3107226877	cynthia.sands@vcoretec.com
Prime Vendor	Maggie Brudvig	8007469554	work43@prime-vendor.com
vCORE Technology Partners	Cynthia Sands	3107226877	cynthia.sands@vcoretec.com

Laser Options	Bo Marsh	4803988491	bmarsh@laseroptions.com
V3iT consulting, inc	Vandana Padgaonkar	6302451400ext.202	rfp@v3it.com
CybarWorks, Inc	Robert Gimbel	4809488029	rgimbel@cybarworks.com
Access Technologies	Tim Gorman	5053410202ext.103	Tim@atisw.com
Innovative Network Solutions LLC	Karen Naberhaus	7025689006	karen.naberhaus@insllc.com
GDI Communications LLC	Ray Cauduro	7753458000ext.1010	rcauduro@sgdi.net
Sure Power Consulting, LLC	Derek Somerville	7706704307	dsomerville@surepowerconsulting.com
DSI	Jeff McCartney	4809218134ext.231	jeff@webulddatacenters.com
Southwestern Scale	Dean Dumont	6022433951	ddumont@swscale.com
Dice Communications, LLC	Micheala Pogue	4029918264	mpogue@dicellc.com
Video West, Inc.	Maureen Olson	4802223180	maureenolson@videowestinc.com
Electro Scan Inc.	Chuck Hansen	9167790660	chuck@electroscan.com
Randy	Synstad	6025383846	rsynstad@cox.net
Royal Technocrats	Mohammed Ali	7137768300	mdali@royaltechnocrats.com
Contact Wireless	Leslie Prichard	5052754624	lprichard@contactwireless.com
Artisan Systems	Ted Davenport	6027053777	tdavenport@artisanaz.com
Premier audio visual	Jim gleason	6027572169	Jgleason@premieraudiovisual.com
Axion	Cliff Phillips	8885489544	cliff.phillips@ax-ion.com
AECOM	SW Area Marketing	6026482418	sw.area.marketing@aecom.com
Phoenix Production Services	Jeff Becker	4807174117	jeff@filmwithpps.com
sunrise education systems	Walt Schletter	4802130974	walt.schletter@gmail.com
Alpha Sirius Inc	Ajay vonkarey	6462325487	info@alphasirius.com
PCMG	Ian Arakaki	5053183145	ian.arakaki@pcmg.com
Independent Electric Supply	Steve Ray	4804777962	steve.ray@iesupply.com
Rykartan Consulting, LLC	Damon Sickmon	3035874578	damons@rykartan.com
ricoh corp	joe zavislak	4803797469	joseph.zavislak@ricoh-usa.com
Tel Tech Networks, Inc.	Mike (Bull) Bosely	6024319399	michael.bosely@teltechnetworks.com
SHI International Corp	Meghan Flisakowski	5125174088	meghan_flisakowski@shi.com
eData Collectors, Inc.	Angela Cabrera	8322640738	acabrera@eDataCollectors.com
Lawson Products, Inc.	Lisa Castanon	7733045438ext.75438	lisa.castanon@lawsonproducts.com
test	test	4806666666	test@test.com
Lexmark	Aaron Carpenter	6027518848	aaron.carpenter@lexmark.com
Latitude Geographics Group	Scott Stafford-Veale	2503838130	ssv@latitudegeo.com
Sentinel Technologies	Ron Bodie	4808975924	rbodie@sentinel.com

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

Philip Betz
Georgia Waters
Joseph Corts
Ron Bodie

7144443020
6029555547
8666373019ext.5
4808975924

pbetz@intellitime.com
gwaters@swgroundwater.com
sales@officestoredepot.com
rbodie@sentinel.com

From:
Bcc:

[Cyndi Gonzales](#)

[Sharon Brause](#); "[sarah.vavra@nationalipa.org](#)"; "[deborah.bushnell@nationalipa.org](#)"; "[michael.lasley@nationalipa.org](#)"; "[larinew@cdw.com](#)"; "[marcus@raidcomputing.com](#)"; "[lmohn@layer4tech.com](#)"; "[dave.lavender@ncanet.com](#)"; "[michael.mackesy@unicomgov.com](#)"; "[bidsus@hypertec.com](#)"; "[logistics@expertcom.net](#)"; "[Rita.Techtman@gha-associatesl.com](#)"; "[mary.casby@trox.com](#)"; "[mblank@elontec.com](#)"; "[ben@expertcom.net](#)"; "[Jerry.Pierce@nextnetpartners.com](#)"; "[robert.bush@connection.com](#)"; "[lcahoon@integrationpartners.com](#)"; "[veronica@deloney.com](#)"; "[mike@SummationTechnology.com](#)"; "[sspackeen@avinnovations.com](#)"; "[govt@tscti.com](#)"; "[jennifer@Packetlogix.com](#)"; "[marwan@cmitsolutions.com](#)"; "[Clark@c3telecommunications.com](#)"; "[brien.green@infor.com](#)"; "[ryeck@eplus.com](#)"; "[mkelly@ens-az.com](#)"; "[nr@flashbay.com](#)"; "[bid@tessco.com](#)"; "[ecasciato@curvature.com](#)"; "[proposals@esri.com](#)"; "[amikal@santractechnologies.com](#)"; "[kristee.trelli@qscend.com](#)"; "[Brian.einbund@matriximaginginc.com](#)"; "[michael.parrish@valorepartners.com](#)"; "[bobd@accram.com](#)"; "[chipm@tpi-us.com](#)"; "[wayne@stsarizona.com](#)"; "[bid@tessco.com](#)"; "[brendaf@buildersguild.com](#)"; "[frank.reen@amcsgroup.com](#)"; "[rupali@sairoop.com](#)"; "[carol.edwards@atos.net](#)"; "[will@reesseind.com](#)"; "[steven.douglas@avagate.com](#)"; "[simer.mayo@valorit.com](#)"; "[kevin@apogeemsp.com](#)"; "[christopher.wagner@compucom.com](#)"; "[sales@mcp911.com](#)"; "[neha.desai@sstech.us](#)"; "[chris.baldwin@tritech.com](#)"; "[rick.chapman@envision.com](#)"; "[jennifer.martin@engineeringwireless.com](#)"; "[yhernandez@mancominc.com](#)"; "[jobrien@solutechnology.com](#)"; "[angie.bruns@hoonuit.com](#)"; "[jblack@parabal.com](#)"; "[scali@fordav.com](#)"; "[HROMAN@NVISIONNET.COM](#)"; "[Nick Spino](#)"; "[smane@abneng.com](#)"; "[ppaxton@qcmtech.com](#)"; "[Scott@manage-ops.com](#)"; "[govtbids@viva-it.com](#)"; "[ggao@electrep.com](#)"; "[mdonegan@abcomllc.com](#)"; "[business@watersmart.com](#)"; "[miro@biscomputer.com](#)"; "[mike@accessory1.net](#)"; "[rhoonda.manfredo@accesso.com](#)"; "[vrushali@craveinfotech.com](#)"; "[gmcadden@bpgtech.com](#)"; "[sales@civicconnect.com](#)"; "[mitch.anderson@pinnacledatasystems.com](#)"; "[joel@lanstaraz.net](#)"; "[sales@tritekelectronics.com](#)"; "[bob@redhawksolutionsaz.com](#)"; "[Engineering@e2etec.com](#)"; "[francisco.biebrich@teltechnetworks.com](#)"; "[dnobs@lavidge.com](#)"; "[kengland@gouldintelligent.com](#)"; "[jeffgrow@serverlogic.com](#)"; "[shipwasl@sharpusa.com](#)"; "[jeffgrow@serverlogic.com](#)"; "[jeffgrow@serverlogic.com](#)"; "[lschneby@lavidge.com](#)"; "[smoleski@viderum.com](#)"; "[amoren@emailmit.com](#)"; "[jmoss@learnatvid.com](#)"; "[phaenel@provisionnetworks.net](#)"; "[md@css-computers.com](#)"; "[ben@er2.com](#)"; "[PMILLER@MILGEOSPATIAL.COM](#)"; "[Brian.Bubela@arcadis.com](#)"; "[landrus@hyetechnetworks.com](#)"; "[cerila.gailliard@oysllc.com](#)"; "[info@rappitup.net](#)"; "[jennifer@traversantgroup.com](#)"; "[KarenMaeRasing@deltek.com](#)"; "[govt@zolontech.com](#)"; "[govt@zolontech.com](#)"; "[govt@zolontech.com](#)"; "[suprotim@expinfo.com](#)"; "[clopez16@harris.com](#)"; "[ronbabichaz@gmail.com](#)"; "[rfpalerts@gmail.com](#)"; "[rfp@meriye.com](#)"; "[chris@bcstek.com](#)"; "[statebids@infojiniconsulting.com](#)"; "[Vendorregistration@ardentinc.com](#)"; "[rcawley@sprypoint.com](#)"; "[cindy@knowledge-services.com](#)"; "[deacker@ncst.com](#)"; "[bsimmons@copper-state.com](#)"; "[rebryan@west.com](#)"; "[cbellorado@microreplay.com](#)"; "[william.heppner@carahsoft.com](#)"; "[tom.tanaka@pb.com](#)"; "[cscontract@gmail.com](#)"; "[r.farmer@3dherndon.com](#)"; "[info@alphasirius.com](#)"; "[gary@dwcomm.com](#)"; "[rmayo@telrepco.com](#)"; "[dave@lvnsystems.com](#)"; "[peggybanks@pinnacledatasystems.com](#)"; "[GBS@BIDNET.COM](#)"; "[eogden@trinity3.com](#)"; "[nemuel@gseit.com](#)"; "[projects@ntc-in.com](#)"; "[bids@erc-corp.com](#)"; "[marketing@lancesoft.com](#)"; "[jennifer@teamkci.com](#)"; "[tdenbeste@1rti.com](#)"; "[tranallo@troybanks.com](#)"; "[msiero@iitconsulting.org](#)"; "[nancyg@datamem.com](#)"; "[ryans@businessmobi.com](#)"; "[ian@solstice-inc.com](#)"; "[dan@joysystems.com](#)"; "[frank.takacs@brother.com](#)"; "[jaime.kazee@us.logicalis.com](#)"; "[KEVIN.THOMAS@A-SHIELD.COM](#)"; "[mahidhar@abacus-service.com](#)"; "[kroehrich@bytespeed.com](#)"; "[kroehrich@bytespeed.com](#)"; "[Chrande@cdwg.com](#)"; "[chris@1080titan.com](#)"; "[Jordan.Arvo@Carahsoft.com](#)"; "[jworkman1@lenovo.com](#)"; "[makof@aspsys.com](#)"; "[intersigni@techtradeglobal.com](#)"; "[jade.jacobson@zones.com](#)"; "[eogden@trinity3.com](#)"; "[amy.raines@hovservices.com](#)"; "[mwilson@copper-state.com](#)"; "[lschroeder@smmdirect.com](#)"; "[mhamby@alphacard.com](#)"; "[kelly.hudecheck@virpack.com](#)"; "[Philip.vincer@da.kyocera.com](#)"; "[kelly.hudecheck@virpack.com](#)"; "[robert@absolutecentral.com](#)"; "[cptswatv@msn.com](#)"; "[carolyn.pinkard@cstor.com](#)"; "[cschau@west.com](#)"; "[rfp@samitilmail.com](#)"; "[dpollard@connectria.com](#)"; "[kmann@itconnectinc.com](#)"; "[dpollard@connectria.com](#)"; "[matt.cashatt@polyrific.com](#)"; "[bsingh@usgit.com](#)"; "[Dcaron@twins.com](#)"; "[sales@compqsoft.com](#)"; "[alan.hahn@sharpusa.com](#)"; "[bonnie@vision-technology.com](#)"; "[darren@cpuinc.com](#)"; "[abby@tempusnova.com](#)"; "[dtucker@ctscabbling.com](#)"; "[stacya@eos-systems.com](#)"; "[kevinz@foxmcirpoint.com](#)"; "[mbull@cxtec.com](#)"; "[ed.campbell@videoplanet.us](#)"; "[kristi.d.miller@accenture.com](#)"; "[Jim@cablingsolutionsgroup.com](#)"; "[dte@dcicorporation.com](#)"; "[Bids@avocette.com](#)"; "[cterry@denovo-us.com](#)"; "[trimbled@extendata.com](#)"; "[chirsch@deltaswiss.com](#)"; "[lang.maith@mallobby.com](#)"; "[rconroy@byteSpeed.com](#)"; "[dcrosek@xploretech.com](#)"; "[stanb@bteksoftware.com](#)"; "[gina.stanford@geoconex.com](#)"; "[steve.greschner@mosaic451.com](#)"; "[jgalloway@comlinksw.com](#)"; "[cthomas@obiggroup.com](#)"; "[tblaine@mcinc.com](#)"; "[drast@evotek.com](#)"; "[robert.godfrey@azmanagedit.com](#)"; "[ramon@sterlingmobile.com](#)"; "[amanda.jeffers@claconnect.com](#)"; "[proposals@superion.com](#)"; "[cindy.billingsley@identrust.com](#)"; "[bidteam@zones.com](#)"; "[d.curran@sea.samsung.com](#)"; "[Mike.Mathews@1Spatial.com](#)"; "[pgoodwin@synchronoustech.com](#)"; "[dte@dcicorporation.com](#)"; "[Talonge@atabankimx.com](#)"; "[Simon.beitdashtoo@netscout.com](#)"; "[scallahan@itgarizona.com](#)"; "[State.rfp@usitsol.com](#)"; "[govt@usitsol.com](#)"; "[Larry.Pothoff](#)"; "[Ray.hughes@westint.com](#)"; "[aloba@kbs.us.com](#)"; "[jesse@nctsolution.com](#)"; "[lori.lyons@aot-xerox.com](#)"; "[RobertBaskett@LoneStarSolutions.net](#)"; "[Adavitt@energyvacuity.com](#)"; "[bidteam@zones.com](#)"; "[hr@cci-worldwide.com](#)"; "[bwilkinson@steele.net](#)"; "[brandi@plottersupplies.com](#)"; "[ryan@rpnnet.com](#)"; "[eloprete@radgov.com](#)"; "[randy@lbmi.com](#)"; "[aleon@oldamericaninc.net](#)"; "[sales@acsi2000.com](#)"; "[Alan.Castillo@CloudComputingTechnologies.com](#)"; "[SPCAZ@cox.net](#)"; "[Juan.Buscas@Blackbox.com](#)"; "[jacobs@azgovaffairs.com](#)"; "[mark.thompson@it-partners.com](#)"; "[landrus@hyetechnetworks.com](#)"; "[kfrancis@aero-graphics.com](#)"; "[steveg@thinclient.net](#)"; "[info@ear.net](#)"; "[marc@enetusa.com](#)"; "[ksitton@starnetdata.com](#)"; "[nima@sunsoftonline.com](#)"; "[tpiowarsy@ccsprojects.com](#)"; "[ksitton@starnetdata.com](#)"; "[david.daniels3@cox.com](#)"; "[smcdaniel@vestra.com](#)"; "[twilson@digmap.com](#)"; "[chiet@ncsi.us](#)"; "[bids@howardcomputers.com](#)"; "[govt@askitc.com](#)"; "[barb.kiernan@ncanet.com](#)"; "[jeremy@3duniverse.org](#)"; "[bids@baker-taylor.com](#)"; "[rbrady@forrester.com](#)"; "[maggie@promarketing.com](#)"; "[avery.redmond@disys.com](#)"; "[kristen@voice-solutions.com](#)"; "[kristen@voice-solutions.com](#)"; "[lisam@simplybits.com](#)"; "[deependra_singh@infosys.com](#)"; "[cg@gmail.com](#)"; "[dan.doehler@insight.com](#);

"jmcdermott@tevora.com"; "maggie@promarketinc.com"; "dmullisinsurance@gmail.com";
"jeannettek@janusassociates.com"; "info@devcare.com"; "axah@pantherinternational.com";
"aaron.witte@oasismicro.com"; Pam Tyson; "cynthia.sands@vcoretec.com"; "work43@prime-vendor.com";
"cynthia.sands@vcoretec.com"; "bmarsh@laseroptions.com"; "rfp@v3it.com"; "rgimbel@cybarworks.com";
"Tim@atisw.com"; "karen.naberhaus@insllc.com"; "rcauduro@sgdi.net";
"dsomerville@surepowerconsulting.com"; "jeff@webulldatacenters.com"; "ddumont@swscale.com";
"mpoque@dicellc.com"; "maureenolson@videowestinc.com"; "chuck@electroscan.com"; "rsynstad@cox.net";
"mdali@royaltechnocrats.com"; "prichard@contactwireless.com"; "tdavenport@artisanaz.com";
"Jgleason@premieraudiovisual.com"; "cliff.phillips@ax-ion.com"; "sw.area.marketing@aecom.com";
"jeff@filmwithpps.com"; "walt.schletter@gmail.com"; "info@alphasirius.com"; "ian.arakaki@pcmg.com";
"steve.ray@iesupply.com"; "damons@rykartan.com"; "joseph.zavislak@ricoh-usa.com";
"michael.bosely@teltechnetworks.com"; "meghan.flisakowski@shi.com"; "acabrera@eDataCollectors.com";
"lisa.castanon@lawsonproducts.com"; "test@test.com"; "aaron.carpenter@lexmark.com";
"ssv@latitudegeo.com"; "rbodie@sentinel.com"; "pbetz@intellitime.com"; "gwaters@swgroundwater.com";
"sales@officestoredepot.com"; "rbodie@sentinel.com"

Subject: City of Mesa Addendum 1: RFP #2018011 - Information Technology Solutions & Services
Date: Thursday, September 21, 2017 5:30:00 PM
Attachments: [2018011 Addendum 1.pdf](#)
[Response for National IPA Program.docx](#)
Importance: High

Good Afternoon,

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

Thank you,

*Cyndi Gonzales, M.A.
Procurement Specialist
City of Mesa - Purchasing
Telephone: 480-644-2179
Fax: 480-644-2655
Office Hours: Mon-Thurs 6:30am-5:30pm
Closed on Fridays*

