

## RESPONSE TO REQUEST FOR PROPOSAL FOR DIGITAL ORGANIZATION, COMMUNICATION, AND ENGAGEMENT SOLUTIONS

### APPENDIX A: QUESTIONNAIRE

#### COMPANY PROFILE:

**1. What is your company's official registered name?**

CrisisGo, Inc. is organized as a C-corporation incorporated in the state of Delaware. CrisisGo, Inc. has operated as Tech Road, LLC dba CrisisGo since 2009.

**2. What is your company's Dun & Bradstreet (D&B) number?**

06-421-4002

**3. What is/are your corporate office location(s)?**

130 S Bemiston Avenue #501, Clayton, MO 63105

**4. Please provide a brief history of your company, including the year it was established.**

CrisisGo was founded in 2013 in the United States in response to the need for greater student safety and crisis preparation in schools. We currently work with over 14,500 schools and we are a preferred solutions partner of AASA, The American Association of School Administrators - The Superintendents Association. Our founders have over 90 combined years of experience in educational software and remain on the executive team in the company.

CrisisGo's motto is 'Safety Through Communication' and we build easy-to-use tools that empower districts and schools to take an active role in keeping students, staff, and schools safe. Our tools shorten the distance between seeing something and doing something about it—because we believe speed is important to safety, prevention, and response.

We started by putting emergency plans on mobile devices and have since developed a comprehensive security and safety software platform for K-12. Our two-way, real-time emergency communication is changing how organizations communicate about daily incidents and emergencies. Our alert and panic tools provide sound that breaks through the clutter of all your day-in and day-out messages, and we're extending the network to include safety experts who can provide content to help people better assess situations and respond more effectively.

**5. Who is your competition in the marketplace?**

Although many of our features are unique to CrisisGo, in general, the comprehensive nature of our platform entails competition with other providers of school notification, alerting, safety, security, and health software.

**6. What are your overall annual sales for the last three (3) years?**

CrisisGo Inc. is a private company and does not disclose financial information. CrisisGo is well funded and reached profitability in 2019.

**7. What are your overall public sector sales, excluding Federal Government, for the last three (3) years?**

CrisisGo Inc. is a private company and does not disclose financial information. CrisisGo is well funded

and reached profitability in 2019.

**8. What differentiates your company from competitors in the public sector?**

CrisisGo is the only incident management platform that coordinates alerts, messages and notifications through communication and IoT devices across and within first responders, safety and security teams, district stakeholders, and their communities.

**9. Please provide your company’s environmental policy and/or sustainability initiative.**

CrisisGo is committed to leading the Emergency Communication industry in minimizing the impact of its activities on the environment. As a SaaS-based company, we already have a relatively low environmental impact. Our multi-tenant solution is designed for clustered computing. Put simply, this means we use server resources only when traffic requires, and we can dynamically scale up or down as needed.

In addition, we make it a point to consider environmental consequences across the life cycles of our products and services. We view environmental impact just as we do our software—as an aspect of business in which we must strive for continuous improvement.

**10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?**

- Yes
- No

**a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?**

- Yes
- No

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

**b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?**

*(If the answer is no, attach a statement detailing how pricing for participants would be calculated.)*

Equalis Group members will access CrisisGo products and services at the same pricing offered to pricing listed in our RFP-10-1108 answers.

**11. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.**

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE: No

List certifying agency: \_\_\_\_\_

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE: No

List certifying agency: \_\_\_\_\_

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE: No

List certifying agency: \_\_\_\_\_

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB: No

List certifying agency: \_\_\_\_\_

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone: No

List certifying agency: \_\_\_\_\_

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder: No

List certifying agency: \_\_\_\_\_

**PRICING/PRODUCTS/SERVICES OFFERED:**

**12. Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein.**

At CrisisGo we're changing how school districts respond to crises by giving them the mobile communication tools necessary for staff to report daily incidents, access response plans during an emergency, and be in continuous communication with stakeholders as any incident unfolds.

To meet the needs of our customers we offer school districts two packages to choose from: CrisisGo Premium and CrisisGo Essential. Submodules not included in our Premium or Essential packages can be purchased separately as add-ons.

**CrisisGo Premium (3-Year)**

*Our complete safety platform to help K-12 schools prevent, prepare for, respond to and recover from incidents of all severity.*

*Includes:*

- Incident/Tip/Bully Reporting (anonymously or named)
- Automatic Tip Escalation
- Integration with State TIP lines
- Student Threat Assessment Manager
- Facility Safety Assessment Manager
- Drill Management
- Digitized Safety Plans
- Safety Awareness
- Instant Alert
- Customizable Alert Types, Sounds, Icons
- Panic Notification
- Emergency Communication
- Emergency Escalation and 911 Call
- CrisisGo Direct 911
- Actionable Role Based Checklists (available on-line and off-line)
- Digital Maps (available on-line and off-line)
- Emergency Contacts (available on-line and off-line)
- Documents (available on-line and off-line)
- Roster Event with Student Safety Status Report and Emergency Contacts
- Check-in

- Staff Safety Status Report
- Reunification
- Safety Cards Library & Customized Safety Cards
- Dashboard
- Cabinet Report
- Alert Gateway
- Open API

Includes integration with most Student Information Systems. Includes a COPPA-compliant student application; a geo-redundant platform, AWS scalability and redundancy. It is FirstNet Listed and supported across multiple devices (IOS, Android, Windows, Mac, Chromebook). Includes multi-sites and organizational hierarchy and a dedicated Project Portal.

### **CrisisGo Essential**

Everything schools need to communicate, respond to, and manage virtually any hazard or threat.

*Includes:*

- Report (Anonymous or Named) - via webpage or free app
- Two-way Communication with Reporter
- Drill Management
- Digitized Safety Plans
- Safety Awareness with Safety Cards
- Instant Alert for Variety of Threats (One Place to Warn)
- Customizable "Amber" Alert Types, Sounds, Icons
- Immediate Notification to Onsite Staff
- CrisisGo Direct911
- Escalation to Upper Level Management or First Responders
- Emergency Mass Notification: email + text
- Actionable Role Based Checklists: Available on-line and off-line
- Digital Maps: Available on-line and off-line; actionable PINs in map
- Emergency Contacts: Available on-line and off-line
- Documents: Available on-line and off-line
- Roster and Reunification Event for Students Safety status report and emergency contacts
- Personnel Check-In: Account for people during/after incident
- Mustering and Roll Call (Reunify)
- Safety Cards Library & Customized Safety Cards
- Web Portal with Dashboard
- AlertGateway Email
- CrisisGo OpenAPI
- Geo-Redundant platform, AWS scalability and redundancy
- FirstNet Listed
- Multiple Devices Support (IOS, Android, Windows, Mac, Chromebook)
- Multisites and org. hierarchy

### **Available Submodules:**

#### **Rapid Response Module**

*Includes:*

- District-wide panic feature (can be turned on by group)
- Custom alert types with the ability to select from available tones turned on by group
- Escalations
- Future: Video Streaming in
- 2-Way communication groups

## Accounting for People Module

*Includes:*

- Nightly Syncing to School's Student Information System
- Student rosters by class period for accountability and reporting
- Check In / Safety Status
- Emergency contacts for students
- Entire reunification system

## Incident Management Module

*Includes:*

- Anonymous Tip Line
- Incident Submission
- Custom Incident Reporting
- Drill Management
- Dashboard and Reports

## Emergency Procedures Module (3-Year)

*Includes:*

- Conversion of Emergency Plans to role based checklists by emergency type
- Maps and Documents
- Internal Contacts
- External Contacts

## CrisisGo Student Threat Assessment Manager

Software to simplify behavioral threat *assessments* in schools. Includes pre-loaded templates for Dewey Cornell, Virginia and Salem Keizer models.

## Safety iPass

*Includes:*

- Automated health screenings and entry validation
- Pre-certify students, employees, contractors, and visitors daily with health survey questions sent via email
- Verify individuals as they enter your buildings with the CrisisGo app badge or other select ID badges
- District-wide reporting and analysis

**How CrisisGo Facilitates Communication and Engagement in School Districts:** *Provides the ability for two-way emergency communication before, during, and after an incident.*

Never lose communication before, during, or after an incident or crisis with two-way multimedia messaging groups that allow vital information to reach people in need. CrisisGo's message groups support sharing text, images, videos, locations, voice to text, voice messaging and files to provide thorough communication. The groups provide a unified communication channel, so you don't have to search different places for critical information. Two-way communication ensures all stakeholders stay connected throughout an emergency.

- Ability to send text, voice to text, audio, image, video, or GPS pin to other district personnel or emergency response officials and local law enforcement.
  - CrisisGo real time native messaging platform allows for text, voice to text, audio, images, video, files, email, SMS and/or GPS pin to an internal or external stakeholder.
- Ability to send direct email and SMS messages to internal and external contacts.

- We also offer the ability to send emails or SMS to both internal and external contacts. They can be configured to be sent automatically or manually as needed.
- Ability to invite crisis team members to join communication groups via email and SMS.
  - Invite others to join a communication group via email or SMS. Users can also be added to a group by admin and managers through the application or management console. Communication groups can also be configured to automatically manage group members based on users profiles.

### **Panic Button**

- Ability to allow staff to set off a panic button to notify multiple security people in the building.
  - Users can send a direct request for help to your safety team without alerting the entire organization. When you need help, you just need to press a button. You can also drop a GPS pin for your location. CrisisGo's Panic tool lets you call directly to your safety team for help.
- Ability to escalate panic button activations to the district's central administration and or law enforcement and first responders.
  - Set specific Panics to automatically escalate to safety admins and public safety officials – including law enforcement, fire department, emergency medical services or first responders – to ensure that everyone needed can be part of the solution.
- Ability to automatically dial 911 from panic button activations.
  - Functionality also allows you to directly call 911. The streamlined process enables you to report an incident to your safety team and call local authorities and first responders immediately. Instantly call 911 from the CrisisGo app for severe emergencies.

### **Mass Notifications**

- Ability to message parents, students, and staff using app messaging system, email, and SMS.
- Ability to create and manage communication groups for any school or department. The CrisisGo platform is robust and flexible enough to meet the needs of any district, school, community, team, or department level group. Groups can be configured as needed with no limit to the number of groups you could have. Groups can be configured with different settings, tools, and features. Groups can be set up to automatically manage group membership based on user profile details.

### **Safety Awareness**

- Ability to schedule events in a digital calendar.
  - Allows district and building administrators to schedule Safety Awareness Cards to be sent to the users of your organization. Organizations can also create safety cards and training cards with their own content based on their own protocols to send to your staff on the CrisisGo Platform. CrisisGo has over 800 cards created by our team, from public safety entities, or provided from one of our many partners.
- Ability to schedule and publish training and safety content for staff and/or students
  - Allows district and building administrators to schedule CrisisGo Training Cards to be sent to the users of your organization. Our Training Cards series engage users by sending tool-specific training content cards to their mobile device/computer. Organizations can also create safety cards and training cards with their own content to send to all stakeholders on the CrisisGo Platform.

### **Drill Management**

- Ability to schedule safety drills for schools from the safety platform.
  - Easy setup of the yearly safety drills with customizable drill schedules and drill

frequencies at the district and school building level. District Admin can set the requirements and schedule the drills, or they can just set the requirements and let the Building Admin schedule their own safety drills.

- Ability to monitor the status of scheduled drills.
  - A comprehensive view of your safety drill statuses. How many drills have been scheduled, what drills have been completed, and what buildings are not in compliance.
- Ability to set up notifications for which drills have been completed.
  - Automated, early reminder emails can be set-up for district and building level managers if drills are not yet completed.
- Ability for school administrators to mark safety drills completed in digital safety platform and record notes.
  - Starting with the CrisisGo Drill Alert, the staff and building safety team will start to respond to the situation. During the drill, the building staff will use CrisisGo to communicate and access the safety plan content as if they were in a real situation. The idea is to practice like you would play. At the end, the Drill Alert is released, the drill report is finalized, and email reports are sent to safety managers and appropriate responders.
- Ability to export drills reports based on type of drill or location to CSV and pdf formats.
  - CrisisGo provides many levels of drill reports; a pre-drill report, a post-drill report, school year building(s) drill report, drill type building(s) report, school year entire district drill report, drill type entire district report. You can pull reports by the entire District, at Building(s) level, or by Drill Type. You can pull these reports in either csv or pdf format.

## **Safety Maps and Documents**

- Ability to have multiple maps for any building.
  - Platform keeps digital floor plans for buildings – including marked doors, stairwells, etc. – for better situational awareness when responding to a situation. Any building maps or evacuation maps, as well as useful safety how-to PDFs, are available at your fingertips.
  - CrisisGo supports building 3D digital maps and has capability to embed video camera links into maps. By clicking the camera on the map, safety team members can view live streaming videos of the location. The maps can be shared with law enforcement or district safety teams with one click during a critical event.
  - First responders can get accurate building maps and live streaming videos from video cameras immediately.
- Ability to have permissioned access to the maps based on user role for school or administration building.
  - CrisisGo is a permission-based platform using both role and location to determine access to resources within the platform.
- Ability to share maps with local law enforcement and emergency first responders.
  - Maps are always accessible at any time for users based on the permission set and can also be shared into a message group at any time to push the resource right to the users as needed.
- Ability to have permissioned access to contact details based on user role for school or administration building.
  - CrisisGo is a permission-based platform using both role and location to determine access to resources within the platform.
- Ability to store maps for specific buildings on devices that do not have Wi-Fi or cellular service
  - Users download the maps and visual aids to their device(s) so they can access those resources through the CrisisGo platform without needing access to Wi-Fi or

data.

## Emergency Operations Checklists

- Ability to create action steps for each role by incident type.
  - Provide emergency checklists with role-based, actionable instructions to guide individuals through the proper response steps for any and all incident types. Provides digital access to your emergency response plan with clear, concise instructions for each situation.
  - CrisisGo features collaborative checklists for disaster recovery and critical team tasks requiring instant knowledge of work completed by others on the team. Each task completed is date and time stamped so managers easily know how long it takes to accomplish any emergency response or project.
- Ability to choose different emergency operations checklists for a single incident.
  - We take your emergency plan as it is and put it into the system. You can have multiple emergency operations checklists for one crisis type. You can also have different operational plans for each different location as needed.
- Ability to upload crisis checklists by CSV file.
  - CrisisGo knows that emergency plans are a living thing that we are always updating as we learn more and more. Districts can update the plan as needed through the management console or by a CSV upload. Districts have the ability to upload a whole emergency plan or a since emergency operations plan via CSV.
- Ability to export crisis checklists by CSV file.
  - Export files in CSV or PDF format. These exports can either be strictly for review or for modifying and uploading to update your plan.

## Student Rosters

When a Roster Event is launched by an admin, staff can account for their students in greater detail with in-depth status reporting, and the admin can review the roster statistics in real-time right from their mobile device or computer.

Your class list will always be with you through our Roster tool, which allows you to take student attendance in an emergency, access student emergency contact information, and complete parent reunification from your mobile device.

- Ability to automatically download rosters to devices from the GCS instance of NC DPI PowerSchool.
  - CrisisGo will connect to your SIS and sync nightly to keep all of the student class and emergency contact data up to date.  
Connection Methods: API, GG4L, OneRoster, CSV-SFTP, or Manual Upload available.
- Ability to store rosters on user devices without access to online network or cell service.
  - Roster data for those that are giving some level of permission can be accessed at any time with or without data connection.
- Ability to upload and update roster by CSV file.
  - You can update roster data using these possible connection methods and we are always happy to explore new options as needed or requested. Connection Methods: API, GG4L, OneRoster API, CSV-SFTP, or Manual CSV Upload available.
- Ability to view rosters by whole building.
  - You can view rosters by an entire building. Roster Permission can be set to the entire district, entire building(s), or My Roster which shows users only classes they are listed as an instructor. You can also filter by grade, class, or teacher.
- Ability to view rosters by teacher or by each grade level.
  - You can view rosters by teacher or by grade. Roster Permission can be set to the



entire district, entire building(s), or My Roster which shows users only classes where they are listed as an instructor. You can also filter by class, teacher, grade, or building.

### **Escalations of Emergencies**

- Ability to automatically dial 911 from the app when an alert or notification when triggered.
  - The District can select what type of events would trigger an automatic 911 call from the CrisisGo platform when you send out specific events. Instantly call 911 from the CrisisGo app when you send Alerts, Panics, Reports or Messages for severe emergencies.
- Ability to escalate panic button activations and safety tip reports to parties outside our schools and districts offices.
  - Set specific Alerts, Panics, and Reports to automatically escalate to safety admins and public safety officials – including law enforcement, fire department, emergency medical services or first responders – to ensure that everyone needed can be part of the solution.
- Ability to automatically escalate significant emergencies to first responders with instant alerts.
  - First responders receive alerts at the same time as staff members.

CrisisGo's escalation feature allows you to notify all internal staff and teams while informing and including the authorities, all within seconds, all at the same time. The streamlined process enables you to report an incident to your safety team and call local authorities and first responders immediately. Selected events automatically escalate to safety admins and public safety officials – including law enforcement, fire department, emergency medical services or first responders – to ensure that everyone needed can be part of the solution.

### **Reunification**

- Ability to account for students and staff in real-time.
  - Your class list will always be with you through our Roster tool, which allows you to account for all your students in an emergency, access student emergency contact information, and complete parent reunification from your devices.
  - You can also account for staff using CrisisGo Check-In tool; Assess the status of your staff through a quick, answerable prompt to identify who is at risk and offer support.
  - The responses are compiled for easy review. Functionality saves valuable time with a digital channel to confirm safety of staff members.
- Ability to import all students from the student information system (power school).
  - CrisisGo will connect to your SIS and sync nightly to keep all of the student class and emergency contact data up to date
- Ability for administration off-site to monitor the progress of reunification.
  - You can select who you want to have the ability to monitor the process from beginning to end, no matter where they are located. We also have reports that can be pulled while the reunification is ongoing or completed.

### **Safety iPass Health Certification and Entry Validation**

Safety iPass is an easy-to-use intelligent survey that assigns a badge status for entry based on the results of health survey questions and the individual's temperature check. Verification of the status of those entering the facility can be handled by scanning the CrisisGo app or student ID badge, visually reviewing badges, or through reviewing the status web portal.

Safety iPass features valuable, tools that can help shape and accelerate plans to ensure the safety and health of students and staff returning to school buildings and campuses:

- Parents can pre-certify students daily by clicking on the pre-scheduled email and completing the survey questions and temperature check at home.
- Parents/Staff/Teachers can quickly pre-certify from any device for easy access while maintaining strict security and confidentiality.
- Students can be quickly verified at school by the CrisisGo student app badge or other select student ID badges, which significantly reduces the waiting time to enter and avoids social distancing complications of crowding during the entry process.
- Actively monitoring student and staff COVID-19 symptoms allows the district to act immediately when the report of a positive COVID-19 test is submitted.
- Safety iPass has a built-in Close Contact Listing tool that immediately identifies students and staff that have been in close contact with a student that has tested positive.

### **Devices and Platforms**

- Software (app) and all features shall be available on Windows, MacOS, iOS, and Android.
- CrisisGo is available on Windows (PC), MacOS, Chromebook, iOS (iPhone/iPad), and Android Phones/Tablets. You can access all download links on our website: <https://www.crisisgo.com/download>
- Functionality is independent of cellular provider. CrisisGo can be used on either Wi-Fi or a Cellular network.

### **13. Describe any integrations your organization can provide with other platforms.**

CrisisGo released our Open API in 2018 to facilitate integrations with student information systems (SIS) and other K-12 databases, including those that utilize LDAP.

CrisisGo's OpenAPI also embraces virtually all Internet of Things (IoT) solutions, which significantly improves the process flow and cuts valuable seconds and even minutes from response times while saving lives. Integrating safety devices and technologies provides detailed information and more precise locations, helping safety teams respond faster and with a more adapted action plan.

The CrisisGo OpenAPI is built to allow third-party systems and devices to send alerts, messages and urgent notifications to the CrisisGo platform, or third-party systems and devices can receive information from the CrisisGo platform. Once integrated, alerts from CrisisGo can automate responses in other devices, including door locks, barricades, public address systems, video cameras, LED signage, strobe lights and more. Alternatively, sensors or buttons from other devices, including fobs, help buttons and more could trigger alerts and notifications through the CrisisGo platform. CrisisGo and IoT systems, devices and applications can form the following integrations:

- Sensors, buttons, video, AI application or IT alerts can trigger alerts in CrisisGo, which then notify the proper response members or first responders can initiate the CrisisGo platform, which would activate paging systems, door locks and barricades, sirens, strobes, video surveillance, IT applications, and more.
- Staff, safety team members or first responders can initiate the CrisisGo platform, which would activate paging systems, door locks and barricades, sirens, strobes, video surveillance, IT applications, and more.

### **14. What security protocols are in place to ensure the safe transmission of information being shared through your products and services?**

#### **CrisisGo Security Infrastructure**

As a complete solution for emergency management and preparedness for various industries, CrisisGo consists of three major parts: CrisisGo server platform, CrisisGo apps and CrisisGo web portal. Different security mechanisms are adopted in each part to ensure both system security and user information security.

## **User Information Security**

For both CrisisGo apps and CrisisGo web portal, authentication is required before users can use related services and access information stored on the devices. MD5 and AES mechanisms are used to protect message transformation between phones (Mac/PC) and servers.

Emergency information access is fully based on the access rights configured by customers. Only those users who have specific access rights are allowed to view and download the related information on the app for an emergency. The web portals for each customer are isolated, so the information for one can't be accessed by another.

## **Disaster Recovery**

CrisisGo service is delivered via a dedicated and scalable CrisisGo platform deployed on the Amazon cloud. CrisisGo's server platform consists of a messaging center, emergency service center, data management center and user management center. Each part consists of a server cluster. Therefore, if a single point failure occurs, other servers in the cluster will take the place of the failed server until the server is recovered, all without service being interrupted for users. Each server in the cluster works under a specific load balancing strategy to make sure each cluster works effectively in high volume situations. CrisisGo data management center is responsible for various user and system data management. All of the data is stored in both an active data center and transferred to a backup data center within 30 seconds. If an issue is to occur in the active data center, data from the backup data center will be used to recover the data system immediately.

CrisisGo OAM system is specifically designed for CrisisGo platform operation and maintenance. It keeps 24 hours monitoring to all servers and identifies possible attacks to the system by monitoring unusual traffic on all servers and unusual occurrences from clients. If a failure or an attack is found, the alert will be sent out immediately to the OAM team.

## **CrisisGo's Amazon Web Server Security**

Amazon Web Services (AWS) delivers a scalable cloud computing platform designed for high availability and dependability, providing the tools that enable you to run a wide range of applications. Helping to protect the confidentiality, integrity, and availability of your systems and data is of the utmost importance to AWS, as is maintaining your trust and confidence. This document is intended to provide an introduction to AWS's approach to security, including the controls in the AWS environment and some of the products and features that AWS makes available to customers to meet your security objectives.

## **Security of the AWS Infrastructure**

The AWS infrastructure has been architected to be one of the most flexible and secure cloud computing environments available today. It is designed to provide an extremely scalable, highly reliable platform that enables customers to deploy applications and data quickly and securely.

This infrastructure is built and managed not only according to security best practices and standards, but also with the unique needs of the cloud in mind. AWS uses redundant and layered controls, continuous validation and testing, and a substantial amount of automation to ensure that the underlying infrastructure is monitored and protected 24x7. AWS ensures that these controls are replicated in every new data center or service.

All AWS customers benefit from a data center and network architecture built to satisfy the requirements of our most security-sensitive customers. This means that you get a resilient infrastructure, designed for high security, without the capital outlay and operational overhead of a traditional data center.

AWS operates under a shared security responsibility model, where AWS is responsible for the security of the underlying cloud infrastructure and you are responsible for securing workloads you deploy in AWS (see Figure 1). This gives you the flexibility and agility you need to implement the most applicable security

controls for your business functions in the AWS environment. You can tightly restrict access to environments that process sensitive data, or deploy less stringent controls for information you want to make public.

### **Network Security**

AWS provides several security services to increase privacy and control network access. These include:

- Built-in firewalls that allow you to create private networks within AWS, and control network access to your instances and subnets.
- Encryption in transit with TLS across all services.
- Connectivity options that enable private, or dedicated, connections from your office or on-premises environment.
- DDoS mitigation technologies as part of your auto-scaling or content delivery strategy.

### **Data Encryption**

AWS gives a layer of security to your data at rest in the cloud, providing scalable and efficient encryption features. These include:

- Data encryption
- Key management using encryption keys
- Dedicated, hardware-based cryptographic key storage

### **Compliance**

AWS computing environments are continuously audited, with certifications from accreditation bodies across geographies and verticals, including ISO 27001, FedRAMP, DoD CSM, and PCI DSS.i Additionally AWS also has assurance programs that provide templates and control mappings to help customers establish the compliance of their environments running on AWS against 20+ standards, including the HIPAA, CESH (UK), and Singapore Multi-tier Cloud Security (MTCS) standards.

AWS is also fully compliant with applicable EU data protection laws, and the AWS Data Processing Agreement incorporates the Article 29 Working Party Model Clauses. This means that AWS customers wishing to transfer personal data from the European Economic Area (EEA) to other countries can do so knowing that their content in AWS will be given the same high level of protection it receives in the EEA.

By operating in an accredited environment, customers reduce the scope and cost of audits they need to perform. AWS continuously undergoes assessments of its underlying infrastructure—including the physical and environmental security of its hardware and data centers—so customers can take advantage of those certifications and simply inherit those controls.

**15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?**

Yes

**16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?**

- Yes  
 No

**17. Does pricing submitted include the required administrative fee?**

- Yes  
 No

**18. Define your standard terms of payment.**

Net 30

**PERFORMANCE CAPABILITIES:**

**19. States Covered - Respondent must indicate any and all states where products and services are being offered.**

All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

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

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Guam Islands    | <input type="checkbox"/> Puerto Rico         |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Midway Islands  | <input type="checkbox"/> U.S. Virgin Islands |
|   | <input type="checkbox"/> Northern Marina |  |

**20. List the number and location of offices, or service centers for all states being proposed in solicitation.**

CrisisGo products and services are available worldwide. Our team is across the US with two offices located at: 130 S Bemiston Ave, Clayton, MO 63105 | 640 W California Ave, # 210 Sunnyvale, CA 94086

**21. Distribution Channel: Which best describes your company’s position in the distribution channel:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Manufacturer direct          | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller                    | <input type="checkbox"/> Authorized distributor                  |
| <input type="checkbox"/> Certified education/government reseller | <input type="checkbox"/> Other                                   |

**22. Provide relevant information regarding your ordering process including the ability for purchasing group members to verify they are receiving contract pricing.**

Group members will have access to contract pricing and each quote and order will be verified before getting accepted. Group members will send all orders to [contractdesk@crisisgo.com](mailto:contractdesk@crisisgo.com). CrisisGo billing department will also provide a monthly report showing all group member orders with detailed pricing.

**23. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For**

**purposes of providing further clarity, examples of downtime might be a website platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)**

CrisisGo provides 99.99% Service Level Agreement and CrisisGo services uptime has been at 100% for the last two years. CrisisGo services uptime/downtime statistics are available at <https://crisisgo.statuspage.io/>.

**24. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).**

CrisisGo will provide unlimited support during the term of the contract. To contact Support, customers have the following options available.

- Help Center (<http://helpdesk.crisisgo.com>) – Contains hundreds of tutorials, FAQ's and Self-Help options
- Email
- Submitting Feedback from the Application (Instructions)
- Live Chat (<http://helpdesk.crisisgo.com>)
- Phone Call (+1-314-669-9022)

Priority is determined on a combination of the impact and urgency. For example, a complete CrisisGo outage for an entire organization or site would be high priority, whereas a minor request for one person would be low. The CrisisGo Customer Support team will assess each request individually and determine the requests Priority.

**Low Priority (Default): Typical resolution of Low Priority Requests is less than 36 hours.**

- Email Support or chat with Support via our Help Center.
- Submit Feedback from the CrisisGo Application (Instructions)

**Medium Priority: Typical resolution of Medium Priority Requests is less than 8 hours.**

- Chat with Support via our Help Center.
- Call our Customer Support Team at +1-314-669-9022\*
- Email Support

**High Priority: Typical resolution of High Priority Requests is less than 4 hours**

- Call our Customer Support Team at +1 314-669-9022\*
- Email Support

In the event there is a High Priority issue outside of business hours, please call +1 314-669-9022 and send email to [support@crisisgo.com](mailto:support@crisisgo.com). Our phones route to an after-hours answering service. Please leave a message with the Answering Service, and they will contact someone from CrisisGo. A representative from CrisisGo will contact you back as soon as possible.

**25. Provide your safety record, safety rating, EMR and worker's compensation rate where available.**

N/A

**26. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.**

CrisisGo billing department will issue a monthly report via email (with .CSV file with details) including sales details, including customer name, location, bill of materials, terms, amounts and quantities.

**27. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.**

CrisisGo Billing can and does provide billing per location.

**QUALIFICATION AND EXPERIENCE:**

**28. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.**

**Executive Contact:**

Contact Person: Chris Vuillaume

Title: General Manager

Company: CrisisGo

Address: 640 W California Avenue, Suite 210

City: Sunnyvale State: California Zip: 94086

Phone: (314) 833-4167

Email: chris.vuillaume@crisisgo.com

**Resume:** With nearly 20 years of business and software (and SaaS) leadership experience, Chris Vuillaume both a small and large business serial entrepreneur and executive with a proven track record of innovating, leading, and bringing to market highly successful products used by millions of business users today. He has a successful career in building and managing teams, leading change, and leveraging existing technology and market assets in highly competitive and global business environments. Chris is currently General Manager at CrisisGo, in charge of the Education and Commercial industries' overall business. Before CrisisGo, Chris was SVP Sales and Marketing at UniVoIP Inc., turning this SMB VoIP/UC company from \$2m to \$10m within the next three years. Before UniVoIP, Chris was VP Sales at CalAmp (www.calamp.com), managing a \$43m P&L business with 20 Business Development managers in critical verticals like Transportation/Fleet Mgt, Energy and State/Local. Chris, in a previous role, was the SVP Global Sales at Everbridge (www.everbridge.com) with full revenue responsibility for \$22M+ SaaS-based business selling to large Enterprises (F1000), Healthcare, Federal DoD and civilian, state-local and high-education. Chris has been managing 34 salespeople organized by Vertical for all new businesses and a team of account managers for managing retention/upsell.

**Account Manager / Sales Lead:**

Contact Person: Daniel Tutt

Title: Regional Sales Manager

Company: CrisisGo

Address: 3104 Jane Drive

City: Longview State: Texas Zip: 75601

Phone: (903) 738-5797

Email: dan.tutt@crisisgo.com

**Resume:** Daniel Tutt has been an Ed-Tech sales professional for over 17 years driving and managing key accounts in Texas for high growth software companies. An excellent communicator and good with people in general, Dan is very effective in any role that requires lots of interaction with customers and cross-functional collaboration with colleagues and diversified teams and various organizational structures both in and out of government. Dan has an instinctive and natural leadership style and uses consultative and collaborative techniques with an insider's understanding of the K-12 software landscape to guide districts through complex project cycles such as this effort. His familiarity with the academic and business

community along with the government support and policy or program needs is what this complex and dynamic effort needs to immediately get to the requested requirements of the customer and present the most efficient and effective solution at the best advantage for everyone. These communication abilities are driven not by just sales efforts, but by relationship building, forecasting needs, CRM Usage and data analysis with his experience in the field.

**Contract Management (if different than the Sales Lead):**

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Billing & Reporting/Accounts Payable:**

Contact Person: Lisa Sun  
Title: Accountant  
Company: CrisisGo  
Address: 130 S Bemiston Ave  
City: Saint Louis State: MO Zip: 63105  
Phone: 3148335766 Fax: \_\_\_\_\_  
Email: lisa.sun@crisisgo.com

**Marketing:**

Contact Person: Candice Powers  
Title: Vice President, Marketing  
Company: CrisisGo  
Address: 11528 Sunder Court  
City: Reston State: Virginia Zip: 20190  
Phone: (703) 397-4679  
Email: candice.powers@crisisgo.com

**Resume:** Candice Powers is Vice President of Marketing, responsible for global marketing efforts at CrisisGo. Before joining CrisisGo in 2020, she served as Senior Marketing Director at Lookout, where she led the company to record revenue and successfully rebranded RSA, winning the 2019 American Inhouse Design Award. Powers also held senior-level positions in marketing and customer success at Clarabridge, working with forward-thinking organizations such as Amazon, Airbnb, United Airlines, and Starbucks. Powers earned a Bachelor of Science in corporate communications with a minor in marketing and public relations from Radford University, where she graduated summa cum laude.

**29. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:**

**Abilene ISD**

Dan Cottner, Safety and Security  
Abilene, Texas  
325-829-6056  
2 years  
Full Crisis Management Platform  
30 buildings



**Taylor ISD**

JP Hale, Director of Instructional Technology  
 Taylor, Texas  
 512-365-1391 x 1142  
 3 years  
 Full Crisis Management Platform  
 8 buildings

**Lorena ISD**

Jennifer Grimm, Technology and Information Services Director  
 Lorena, Texas  
 254-857-8925  
 3 years  
 Full Crisis Management Platform  
 5 buildings

**30. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.**

Cooperative / GPO Name Contract Number Expiration Date

- CAP (AEPE) (<https://www.cpa4schools.com/>), July 2019 to June 30-2021
- WSIPC, 18-04 School Safety Solutions, until June30,2021  
<https://www.wsipc.org/purchasing/crisisgo>
- erie1-BOCES, until June30,2021, e1b.org, under Safe Visitors Solutions  
<https://main.wnyric.org/doc/Erie1Coo.nsf/f7a9d7c73913195885258487005da1bf/f30a3d81ac3d2acf85258529006543e4/Body/M2/School%20Security%20Software%20Award.pdf?OpenElement>, RFP20-SCHOOL SECURITY SOFTWARE
- TIPS-USA: Notification Systems Exp. Date:02/28/2022,  
<https://www.tips-usa.com/vendorProfile.cfm?RecordID=3B3CB489533C6A4A0CECF05B1DBEE39>
- ESUCC (<https://www.neesucoop.org/>), until June 30, 2021  
<https://www.neesucoop.org/vnews/display.v/SEC/Member%20Procurement%7CBrowse%20Product%20Categories%3E%3ESchool%20Security%20Solutions>

**31. Describe your company’s implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative’s name(s), contact person(s) and contact information as reference(s).**

We are partnered with all listed above Cooperative Organizations. Success varies.

**32. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable. N/A**

**33. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization. N/A**

**34. Felony Conviction Notice – Please check applicable box: N/A**

- A publicly held corporation; therefore, this reporting requirement is not applicable
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*\*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.*

**VALUE ADD:**

**35. Detail how your organization plans to market this contract within the first 90 days of the award date.**

- A co-branded press release within first 30 days
- Announcement of award through any applicable social media sites
- Direct email campaigns
- Co-branded collateral pieces
- Advertisement of contract in regional or national publications
- Participation in trade shows

**36. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

Yes

**37. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.**

No specific cost as this is a function of our Marketing Departments overall budget in year one  
 No specific cost as this is a function of our Marketing Departments overall budget in year two  
 No specific cost as this is a function of our Marketing Departments overall budget in year three

**38. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies. N/A**

**APPENDIX B: PRICING**

**Attachment B**

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free in order to be made available under the contract.

Pricing must be entered into each worksheet within the Attachment B as follows:

Products/Services Price List

- Please provide all individual product/service pricing here.
- All relevant columns in this worksheet should be completed. Incomplete fields or columns

may be deemed unresponsive at the sole discretion of Region 10 ESC.

#### Other Pricing & Discounts

- Worksheet provided as a supplement to allow respondents to offer pricing by category or other broad definition in addition to or in lieu of the Products/Services Price List.
- Respondents may provide a calculation for pricing on all products available under the scope of this RFP. The calculation should be based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary method is not allowed.
- Additional services such as installation, tech support, training, and other services not already included in the Products/Services Price list should be provided in this worksheet.
- All other discounts may be provided here

#### Not to Exceed Pricing

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but cannot exceed original pricing submitted for solicitation.
- Vendor must allow lower pricing to be available for similar product and service purchases.

#### Other Discounts or Enhanced Pricing

Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

#### Other Restrictions and Fees

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

### APPENDIX C: CERTIFICATES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

N/A

### APPENDIX D: VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

## APPENDIX E: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of October 30, 2020, by and between (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of Digital Organization, Communication and Engagement Solutions (“the products and services”).*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

**Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

**Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

### **ARTICLE 3- REPRESENTATIONS AND COVENANTS**

**Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

### **ARTICLE 4- FORMATION OF CONTRACT**

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to the awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendors are required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

### **ARTICLE 5- TERMINATION OF CONTRACT**

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract

due to failure by the contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

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

**5.2 Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then the vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

**5.3 Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, the contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

**5.4 Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

**5.5 Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

**6.1 Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

**6.2 Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

**6.3 Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

**7.1 Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

**7.2 Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

**7.3 Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

**7.4 Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

**7.5 Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

**7.6 Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## **ARTICLE 8- BILLING AND REPORTING**

**8.1 Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

**8.2 Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

**8.3 Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via email to Equalis Group offices at [info@equalisgroup.org](mailto:info@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as \*required indicates a required field. All other fields are preferred, but not required:

Equalis Member ID  
Vendor Customer Number \*required (or Equalis Member ID)  
Customer Name \*required  
Customer Street Address \*required  
Customer City \*required  
Customer Zip Code \*required  
Customer State \*required  
Distributor Name  
Distributor ID  
Distributor Street Address  
Distributor City  
Distributor Zip Code  
Distributor State  
Product Category level 1  
Distributor Product Number  
Manufacturer Product Number  
Product Description  
Product Brand Name  
Product packaging Unit of Measure level 1  
Product packaging Unit of Measure level 2  
Product packaging Unit of Measure level 3  
Purchase Unit of Measure  
Purchase Quantity  
Distributor Landed Cost Total \$ (without deviations)  
Distributor Landed Cost Total \$ (with mfr deviations)



Customer Purchase Total \$ \*required

Admin Fee % \*required

Admin Fee \$ \*required

## ARTICLE 9 - PRICING

**9.1 Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

**9.2 Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested. It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

**9.3 Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

**9.4 Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

**9.5 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

**9.6 Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

**9.7 Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## ARTICLE 10- PRICING AUDIT

**10.1 Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a

period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

## **ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS**

**11.1 Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**11.2 Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**11.3 New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

**11.4 Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**11.5 Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

**11.6 Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

**11.7 Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

**12.1 Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

**12.2 Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the

cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

**12.3 Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

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

**12.5 Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

**12.6 Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

**12.7 Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

## **ARTICLE 13- MISCELLANEOUS**

**13.1 Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

**13.2 Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip,

favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

**13.3 Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

**13.4 Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

**13.5 Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within the website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

**13.6 Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

**13.7 Subcontracts/Subcontractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements

from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations:** It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

**[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]**

**CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

**Company Name:** CrisisGo Inc.

**Address** 640 W California Avenue, Suite 210

**City/State/Zip** Sunnyvale, CA 94086

**Telephone No.** (314) 833-4167

**Fax No.** \_\_\_\_\_

**Email Address** chris.vuillaume@crisisgo.com

**Printed Name** Chris Vuillaume

**Position with Company** General Manager

**Authorized Signature** 

**Term of contract** \_\_\_\_\_ **to** \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
*Region 10 ESC Authorized Agent Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

**Equalis Group Contract Number** \_\_\_\_\_

## **APPENDIX F: ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

### **FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:**

- DOC #11 Arizona Contractor Requirements

### **FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:**

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

### **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM:**

- DOC #17 General Terms & Conditions and Acceptance Form

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

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

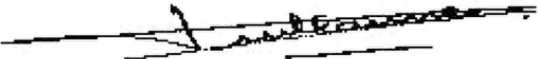
**DOC #1 CLEAN AIR AND WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

**Potential Vendor:** CrisisGo Inc.

**Title of Authorized Representative:** Chris Vuillaume, General Manager

**Mailing Address:** 640 W California Ave, Suite 210 Sunnyvale, CA 94086

**Signature:**  \_\_\_\_\_



**DOC #2 DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

**Potential Vendor:** CrisisGo Inc.

**Title of Authorized Representative:** Chris Vuillaume, General Manager

**Mailing Address:** 640 W California Ave, Suite 210 Sunnyvale, CA 94086

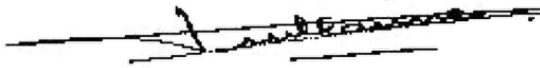
**Signature:** \_\_\_\_\_  


### DOC #3 LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

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



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*Signature of Respondent*

October 30, 2020

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*Date*

## **DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS**

### **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program. Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

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### **Fingerprint & Criminal Background Checks**

If required to provide services on school district property at least five (5) times during a month, the contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

---

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that **the** contractor does not have scrutinized business operations in Sudan and/or Iran.

  
\_\_\_\_\_  
*Signature of Respondent*

October 30, 2020  
\_\_\_\_\_  
*Date*

**DOC #5 ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)**

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

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

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

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

**RESPONDENT**

Signature:  \_\_\_\_\_

Vendor: CrisisGo Inc.

Address: 640 W California Ave, Suite 210 Sunnyvale, CA 94086

Printed Name: Chris Vuillaume

Position with Company: General Manager

**AUTHORIZING OFFICIAL**

Phone (314) 833-4167

Fax \_\_\_\_\_

Signature  \_\_\_\_\_

Printed Name Chris Vuillaume

Position with Company General Manager

## **DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

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

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

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**DOC #7 BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**DOC #8 TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

**DOC #9 RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a **"resident Bidder"**
- I certify that my company qualifies as a **"nonresident Bidder"**

**If you qualify as a "nonresident Bidder," you must furnish the following information:**

What is your resident state? (The state your principal place of business is located)

CrisisGo  
130 S. Bemiston Ave Suite 501  
St. Louis MO 63105]



opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? cv  
*Initials of Authorized Representative*

#### **4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? cv  
*Initials of Authorized Representative*

#### **5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic **must** be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? cv  
*Initials of Authorized Representative*

#### **6. Right to Inventions Made Under a Contract or Agreement:**

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

Vendor agrees to comply with the above requirements when applicable.



Does vendor agree? cv  
*Initials of Authorized Representative*

**7. Clean Air Act and Federal Water Pollution Control Act:**

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? cv  
*Initials of Authorized Representative*

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? cv  
*Initials of Authorized Representative*

**9. Byrd Anti-Lobbying Amendment:**

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

Does vendor agree? cv  
*Initials of Authorized Representative*

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory

level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? cv  
*Initials of Authorized Representative*

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? cv  
*Initials of Authorized Representative*

**12. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? cv  
*Initials of Authorized Representative*

**13. Applicability to Subcontractors**

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

Does vendor agree? cv  
*Initials of Authorized Representative*

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

CrisisGo Inc.  
*Company Name*

  
*Signature of Authorized Company Official*

Chris Vuillaume  
*Printed Name*

General Manager  
*Title*

October 30, 2020  
*Date*

## **DOC #11 ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondents must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

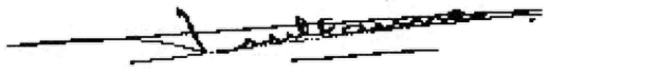
**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10

ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, the contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

A handwritten signature in black ink, appearing to be "M. J. ...", written over a horizontal line.

*Authorized Signature*

October 30, 2020

*Date*

General Manager

*Title*

**DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

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

**Company Name:** CrisisGo Inc.  
**Street:** 640 W California Ave, Suite 210  
**City, State, Zip Code:** Sunnyvale, CA 94086

Complete as appropriate:

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_ Chris Vuillaume \_\_\_\_\_, an authorized representative of \_\_\_\_\_ CrisisGo Inc. \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name Address Interest

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

  
\_\_\_\_\_  
Authorized Signature

General Manager  
\_\_\_\_\_  
Title

October 30, 2020  
\_\_\_\_\_  
Date

**DOC #13 NON-COLLUSION AFFIDAVIT**

**Company Name:** CrisisGo Inc.  
**Street:** 640 W California Ave. Suite 210  
**City, State, Zip Code:** Sunnyvale, CA 94086

State of Virginia

County of Loudoun

I, Candice Powers of the Aldie  
Name City

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

I am the General manager of the firm of CrisisGo Inc.  
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

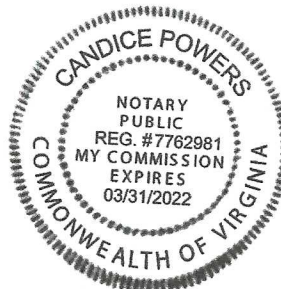
CrisisGo Inc.  
Company Name

Authorized Signature & Title General manager

Subscribed and sworn before me this 30 day of October, 2 020.

[Signature]  
Notary Public of Virginia

My Commission Expires: My Commission Expires March 31, 2022



(Corporate Seal)

**DOC #14 AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

**Company Name:** CrisisGo Inc.  
**Street:** 640 W California Ave, Suite 210  
**City, State, Zip Code:** Sunnyvale, CA 94086

**Bid Proposal Certification:**

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

**Required Affirmative Action Evidence:**

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

*Vendors must submit with proposal:*

- 1. A photocopy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_ OR
- 2. A photocopy of their Certificate of Employee Information Report \_\_\_\_\_ OR
- 3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_  \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form \_\_\_\_\_ AA201-A upon receipt from the Harrison Township Board of Education
- B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

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

  
\_\_\_\_\_  
*Authorized Signature*

General Manager  
\_\_\_\_\_  
*Title*

October 30, 2020  
\_\_\_\_\_  
*Date*

**STATE OF NEW JERSEY**

**Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY 36-4832878		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 22	
4. COMPANY NAME CrisisGo Inc.						
5. STREET 640 W California Ave Suite 210		CITY Sunnyvale	COUNTY Santa Clara	STATE CA	ZIP CODE 94086	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None						
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER						
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0						
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 22						
10. PUBLIC AGENCY AWARDDING CONTRACT Atlantic City PS Atlantic City NJ 08401						
<b>Official Use Only</b>		DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER		

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols.2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials / Managers	7	6	1						6						1
Professionals															
Technicians															
Sales Workers	5	5						5							
Office & Clerical	1		1										1		
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers	9	2	7	1				2	1						5
<b>TOTAL</b>	<b>22</b>	<b>13</b>	<b>9</b>	<b>1</b>				<b>13</b>	<b>1</b>				<b>1</b>		<b>6</b>
Total employment From previous Report (If any)															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														
12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)															
13. DATES OF PAYROLL PERIOD USED From: 1-1-2018 To: 1-15-2018															
14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>										15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR					

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Jim Spicuzza		SIGNATURE 			TITLE CPO		DATE MO   DAY   YEAR 01   22   2018		
17. ADDRESS NO. & STREET 130 S Bemiston Ave Ste. 50		CITY St Louis	COUNTY	STATE MO	ZIP CODE 63105	PHONE (AREA CODE, NO., EXTENSION) 314 - 669 - 9022			



**CRISISGO INC**

1091

The Treasurer, State of New Jersey

Check Number 1091  
Check Date Jan 23, 2018

Check Amount \$150.00

Invoice	Date	Discount Taken	Amount Paid	Quantity	Description
	1/23/18		150.00		Legal and Professional Expense

1091

**CRISISGO INC**  
640 W CALIFORNIA AVE SUITE 210  
SUNNYVALE, CA 94086



**CATHAY BANK**  
MEMBER OF CFB  
10480 SOUTH DE ANZA BOULEVARD  
CUPERTINO, CALIFORNIA 95014 1-800-922-8429  
16-395/1222

Memo: Form AA302

DATE	AMOUNT
Jan 23, 2018	\$150.00

PAY One Hundred Fifty and 00/100 Dollars

TO THE ORDER OF:  
The Treasurer, State of New Jersey  
P.O. Box 206  
Trenton, NJ 08625-0206



*[Signature]*

AUTHORIZED SIGNATURE

⑈001091⑈ ⑆122203950⑆ 12 435 074⑈

Security features. Details on back.

**CRISISGO INC**

1091

The Treasurer, State of New Jersey

Check Number 1091  
Check Date Jan 23, 2018

Check Amount \$150.00

Invoice	Date	Discount Taken	Amount Paid	Quantity	Description
	1/23/18		150.00		Legal and Professional Expense



**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2018** to **15-FEB-2025**

**CRISISGO INC.  
640 W CALIFORNIA AVE SUITE 210  
SUNNYVALE CA 94086**



*Elizabeth Maher Mugio*  
ELIZABETH MAHER MUGIO  
Acting State Treasurer

***P.L. 1995, c. 127 (N.J.A.C. 17:27)***

***MANDATORY AFFIRMATIVE ACTION LANGUAGE***

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

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

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

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

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

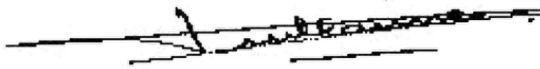
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or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

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

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

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

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



---

*Signature of Procurement Agent*

## DOC #15 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file. 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play website at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.

b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**

c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.

d) The form may be used “as-is”, subject to edits as described herein.

e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee\*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

8. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

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

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

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

**Part I – Vendor Information**

**Vendor Name:** CrisisGo Inc.

**Street:** 640 W California Avenue, Suite 210

**City, State, Zip Code:** Sunnyvale, CA 94086

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

  
\_\_\_\_\_  
*Signature*

Chris Vuillaume  
\_\_\_\_\_  
*Printed Name*

October 30, 2020  
\_\_\_\_\_  
*Date*

**Part II – Contribution Disclosure**

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

Check here if disclosure is provided in electronic form.

**Contributor Name Recipient Name Date Dollar Amount \$**

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

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

Page \_\_\_ of \_\_\_

**Vendor Name:**

**Contributor Name Recipient Name Date Dollar Amount \$**

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

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

**County:**

Freeholders County

Clerk Sheriff

{County Executive}

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY BASED, CUSTOMIZABLE FORM.**

**DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Subchapter Corporation |
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Limited Liability Partnership |   |
| <input type="checkbox"/> Sole Proprietorship |  |   |
| <input type="checkbox"/> Limited Partnership |  |   |

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

**Stockholders:**

Name: CrisisGo Holding Corporation/ Cayman Islands 100%

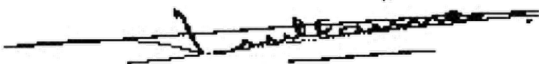
Home Address:

Name:

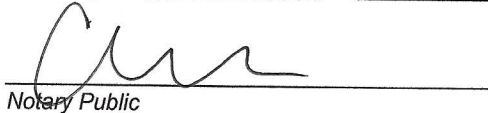
Home Address:

Name:

Home Address:



Subscribed and sworn before me this  
30 day of october, 2 020.

  
\_\_\_\_\_  
Notary Public

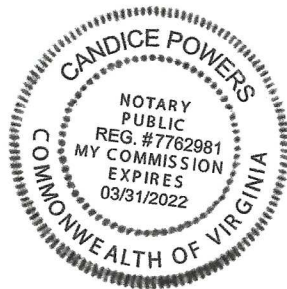
\_\_\_\_\_  
Affiant  
Chris Vuillaume, General  
Print name & title of affiant Manager

(Corporate Seal)

My Commission Expires:

\_\_\_\_\_

**My Commission Expires  
March 31, 2022**





**DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

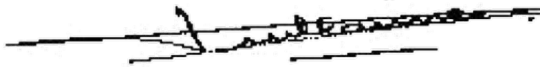
**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

A handwritten signature in black ink, appearing to be "J. Anderson", written over a horizontal line.

## **ATTACHMENTS**

**ATTACHMENT A:** Equalis Group Exhibits

**ATTACHMENT B:** Pricing

**ATTACHMENT C:** State Notice