

Region 4 Education Service Center (ESC)

Contract # R181002

for

Social Media Products and Services

with

Social Sentinel, Inc.

Effective: November 1, 2018

The following documents comprise the executed contract between the Region 4 Education Service Center and Social Sentinel, Inc., effective November 1, 2018:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of October 23, 2018, by and between Social Sentinel, Inc. ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Social Media Monitoring Products and Services ("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 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

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 4 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 TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public 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 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R**_____."
 - Vendor delivers goods/services directly to the participating agency.

- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN 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

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **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. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable."
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed Offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 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) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 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 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - 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 4 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 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 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 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 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 4 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 an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 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 4 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 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, 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**: Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide 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 4 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 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer 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 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.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The 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 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Awarded Vendor shall be deemed a cause for termination of the contract at Region 4 ESC's sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 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 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC 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.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 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 4 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 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 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 4 ESC or its 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:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

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 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 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 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 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 4 ESC or TCPN.

ARTICLE 11- OFFEROR 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 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 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:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 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.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar 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 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.
- 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:** Persons working under the contract shall adhere to local smoking 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 Member prior to payment. 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 Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

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

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 effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror 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.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is 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:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the 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 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror'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.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR 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 Offeror 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. *Please see attached exceptions/

deviations to the General Terms and Conditions.

Prices are guaranteed: **120 days**

Company name Social Sentinel, Inc.
Address 128 Lakeside Ave, Suite 302
City/State/Zip Burlington, VT 05401
Telephone No. 800-628-0158
Fax No. 802-861-1404
Email address gmargolis@socialsentinel.com
Printed name Gary J. Margolis
Position with company Founder and CEO
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Term of contract November 1, 2018 to October 31, 2021

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

 10/23/18
Region 4 ESC Authorized Board Member Date

Faye B. Bryant
Print Name

 10/23/18
Region 4 ESC Authorized Board Member Date

Carmen T. Moreno
Print Name

TCPN Contract Number R181002

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on 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 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
		*Please see attached spreadsheet and	
		standard contract.	

Region 4 ESC RFP				
Social Sentinel, Inc.'s Exceptions/Deviations to General Terms and Conditions (August 2018)				
Section/Page	Term, Condition, or Specification	Section/Pa	Exception/Deviation	Region 4
Social Sentinel requests the following changes to provisions in the				
General Terms and Conditions:				
1.5 / 16	Customer Support. The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.	1.5 / 16	Replace with the following (underlined language added): Customer Support. The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and TCPN staff <u>in connection with procuring clients for vendor</u> . The vendor shall <u>make commercially reasonable efforts to</u> respond to such requests within one (1) working day after receipt of the request. <u>Vendor's provision of support for participating agencies is addressed in a separate agreement between Vendor and each participating agency (the "Social Sentinel Service Agreement" or "SSI Agreement").</u>	Agree
4.2	Form of Contract. The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.	4.2	Add the following to the end of this provision: Vendor requires any entity that will receive the Social Sentinel Service (including any participating agencies, members, and Region 4 ESC, if it will receive the service) to sign the SSI Agreement, attached hereto (the "SSI Agreement"). Region 4 ESC acknowledges and agrees that each entity that wants to use the vendor's service (including participating agencies, Members, and Region 4 ESC) must execute an SSI Agreement in a form substantially similar to that attached hereto.	Agree
4.4 / 17	Assignment of Contract. No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).	4.4 / 17	Replace with the following (underlined language is added): Assignment of Contract. No assignment of contract may be made without the prior written approval <u>of the other party (not to be unreasonably withheld); provided, however, Social Sentinel may assign the contract in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or the assets to which the contract relates. Subject to the foregoing, the contract will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.</u> Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC.	Agree
4.6 / 17	Contract Alterations. No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.	4.6 / 17	Add the underlined language: Contract Alterations. No alterations to the terms of this contract shall be valid or binding unless and signed by a Region 4 ESC staff member <u>and by an authorized representative of Contractor.</u>	Agree
5.1 / 17	Cancellation for Non-Performance or Contractor Deficiency. Region 4 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 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 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 4 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 an authorized purchase order from Region 4 ESC or participating member prior to such work. Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 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.	5.1 / 17	Replace with the following (underlined language is added): Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume <u>(based on objective criteria agreed upon in writing by both Region 4 ESC and Contractor)</u> in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any <u>material</u> obligation, term or condition of the contract. Region 4 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 <u>materially</u> meet the specifications of the contract; ii. Providing work and/or material that was not awarded under the contract; iii. Failing to <u>materially</u> 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 4 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 an authorized purchase order from Region 4 ESC or participating member prior to such work. Upon receipt of a written deficiency notice, contractor shall have <u>thirty (30) days</u> to provide a satisfactory response to Region 4 ESC. Failure to adequately address all material 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, <u>subject to the provisions of the Social Sentinel Service Agreement between the Member and vendor.</u>	Agree
5.2 / 18	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 4 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 vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	5.2 / 18	Replace with the following (underlined language is added): Termination for Cause. If, for any reason, the Vendor fails to fulfill its <u>material</u> obligation in a timely manner, or if the vendor violates any of the <u>material</u> covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice to the vendor. <u>Upon receipt of a written deficiency notice, vendor shall have thirty (30) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all material issues of concern may result in contract cancellation. If the issue is one that is incapable of cure, the termination is effective immediately upon vendor's receipt of notice.</u> <u>Upon termination under this paragraph</u> , 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, <u>subject to the provisions of the Social Sentinel Service Agreement between the participating agency or entity and vendor</u> . If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	Agree
5.3 / 18	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, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.	5.3 / 18	Replace with the following (underlined language is added): Delivery/Service Failures. <u>Subject to the terms and conditions of the Social Sentinel Service Agreement between the applicable entity and vendor</u> , 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. <u>Any reimbursement is subject to the Social Sentinel Service Agreement.</u>	Agree

5.4 / 18	Force Majeure. 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	5.4 / 18	Add the underlined language: 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, <u>failure of the internet or other hosted service disruptions involving ardware, software or power systems not within such party's reasonable control, denial of hosted service attacks</u> , 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.	Agree
5.5 / 18	Standard Cancellation. Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.	5.5 / 18	Add the underlined language: <u>Either party</u> may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 -business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time. <u>Cancellation of this contract shall not effect the continuation of any agreements between Vendor and any participating agencies, entities, or members.</u>	Agree to 90 business days
8.1 / 17	Payments: The 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.	8.1 / 17	Replace with the following: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made upon the earlier of delivery of the service or activation date, with payment due within thirty (30) days of receipt of the invoice.	Agree
8.3 / 19	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 / 19	Replace with the following: Unless otherwise stated in the Social Sentinel Service Agreement with a participating entity, Social Sentinel's fees and pricing do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Client (participating entity) is responsible for paying all Taxes (if any, depending on Client's tax exempt status) associated with Client's use of the Service and licenses under this Agreement.	Agree
8.4 / 19	Reporting: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email. Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Awarded Vendor shall be deemed a cause for termination of the contract at Region 4 ESC's sole discretion.	8.4 / 19	Replace with the following (underlined language changed): Reporting: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a <u>quarterly</u> basis summarizing all contract Sales for the applicable <u>quarter</u> . Reports of Contract Sales for Region 4 ESC and member agencies in each calendar <u>quarter</u> shall be provided by awarded vendor to TCPN by the <u>15th</u> day of the month <u>following the quarter</u> . If there are no sales to report, Vendor is still required to communicate that information via email. Failure to provide a <u>quarterly</u> report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Awarded Vendor shall be deemed a cause for termination of the contract at Region 4 ESC's sole discretion.	Supplier agrees to report monthly
9.1.1 / 20	Fee Information.	9.1.1 / 20	Add the following: The Total Fees for a Client are calculated by adding the Annual Service Fees, the Annual Data Usage Fees, and the Administrative Fees. The following definitions apply: i. Annual Service Fees means the fees for Social Sentinel's provision of the Service to Client ii. Annual Data Usage Fees means Social Sentinel's good faith effort to estimate on an annual basis variable fees that can be known for certain only at a future date. The Parties agree to review the Data Usage Fees on an annual basis, and Social Sentinel reserves the right to adjust for overages in the next Annual Period based on increased data ingestion fees imposed on Social Sentinel by social media services and other third party data providers (as provided in the Social Sentinel Service Agreement with Clients). iii. Except as otherwise provided herein, (a) the Service Fees are based on the Service purchased and not actual usage, and (b) payment obligations are non-cancelable and fees paid are non-refundable. iv. The Administrative Fee is 3% of the Service Fee.	Admin Fees are included in service fees and will not be itemized
9.2 / 20	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 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC 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.	9.2 / 20	Replace with the following (underlined language added): Price increase: <u>Possible increases in Data Usage Fees are addressed in Section 9.1.1.</u> <u>For all other contexts,</u> 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 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC 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.	Agree
9.6 / 20	Administrative Fees: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor. The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales"). Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution. Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.	9.6 / 20	Replace with the following (underlined language added or changed): "Administrative Fees: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor. The awarded vendor agrees to pay administrative fees <u>quarterly</u> to TCPN in the amount of 3% of the total <u>service fees</u> paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales"). Administrative fee payments are to accompany the contract <u>quarterly</u> sales report by the <u>15th</u> day of the month <u>following the quarter</u> , in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution. Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full. <u>If the Client fails to pay contractor within 120 days, then TCPN will refund the Administrative Fees related to such Client within 30 days of contractor's notice to TCPN of Client's failure to pay.</u>	Refer to 8.4

11.6 / 21	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.	11.6 / 21	<p>Replace with the following:</p> <p>(1) Social Sentinel warrants that: (a) the Service will perform materially in accordance with the applicable Documentation (as defined in the SSI Agreement); and (b) Social Sentinel will not materially decrease the functionality of the Service during the Term. For any breach of an above warranty, Social Sentinel will use commercially reasonable efforts to cause the Service to function in accordance with the Documentation or otherwise remedy the decrease in functionality, as applicable. If Social Sentinel notifies Client (as defined in the SSI Agreement) that it is unable to remedy the issue, Client's exclusive remedy (and Social Sentinel's sole responsibility) will be termination and refund of pro-rata fees.</p> <p>(2) Social Sentinel warrants that to the best of its knowledge it owns, or is licensed to use, all intellectual property necessary for the conduct of its business pursuant to the terms and conditions of this Agreement.</p> <p>(3) Disclaimers:</p> <p>(a) The Service provides Social Media Data that is made available to Social Sentinel by one or more social media services or third-party data providers. Social Sentinel makes no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of Social Media Data.</p> <p>(b) Client is solely responsible for reviewing Alerts provided by the Service and for determining any actions Client will, or will not, take in response to such Alerts. Social Sentinel does not assume, and hereby disclaims, any responsibility for identifying any actionable Alert. Client acknowledges and understands that Alerts provided through the Service may include Alerts that Client does not find responsive or may omit social media posts. Social Sentinel does not warrant that the information contained in the Alerts is comprehensive, complete or accurate, and Social Sentinel does not assume, and hereby disclaims, any liability to any person or entity for any loss or damage caused by the contents or omissions in any Alerts provided through the Service, whether such contents or omissions result from negligence, accident, or otherwise.</p> <p>(c) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ABOVE, THE SERVICE IS PROVIDED</p>	Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
13.3 / 23	Indemnity. The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the 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 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency	13.3 / 23	<p>Replace with the following:</p> <p>The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the <u>grossly negligent or willful misconduct</u> of the 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 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.</p> <p>The party seeking indemnification shall: (i) notify the indemnifying party in writing of any Claim as soon as practicable upon knowledge of same; (ii) give the indemnifying party the opportunity, and full and exclusive authority, to defend, settle or participate in the defense or settlement of the Claim; and (iii) provide the indemnifying party all reasonable requested assistance (at the indemnifying party's expense); provided, however, that (a) no failure to notify the indemnifying party shall relieve it of its indemnification obligations hereunder except to the extent the indemnifying party can demonstrate detriment attributable to such failure, and (b) the indemnifying party shall not settle any Claim in a way that imposes any obligation or liability on the indemnified party without the indemnified party's prior written consent (which consent will not be unreasonably withheld).</p> <p>This provision is subject to the limitation of liability provision.</p>	Agree
13.5 / 23	Marketing. Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.	13.5 / 23	<p>Replace with the following:</p> <p>Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement, as provided herein. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.</p> <p>a. License to Organization.</p> <p>i. Trademarks. Social Sentinel hereby grants to Region 4 ESC/TCPN a worldwide, nonexclusive, nontransferable (except as otherwise provided herein), non-sublicensable, royalty-free license to use its trademarks (the "SSI Marks") solely in connection with Region 4 ESC/TCPN's rights, duties and obligations under this Agreement.</p> <p>ii. Promotional Materials. Social Sentinel hereby grants Region 4 ESC/TCPN permission to use certain Social Sentinel sales or marketing materials (the "Promotional Materials") in connection with providing information to members, participating agencies and entities pursuant to this Agreement.</p> <p>b. Use. Any use of the SSI Marks shall be in accordance with the Social Sentinel's reasonable trademark usage policies, with proper markings and legends. Social Sentinel may withdraw any approval of any use of its Marks at any time in its sole discretion.</p> <p>c. Standards. During the period of use, Region 4 ESC/TCPN shall reasonably cooperate with Social Sentinel in facilitating Social Sentinel's monitoring and control of the nature and quality of products and services bearing Social Sentinel's Marks, and shall supply Social Sentinel with specimens of the licensed party's use of the granting party's Marks upon request. If the granting party notifies the licensed party that the licensed party's use of the granting party's Marks is not in compliance with the granting party's trademark policies or is otherwise deficient, then the licensed party shall promptly comply with such policies or otherwise as directed by the granting party. Neither party shall make any express or implied statement or suggestion, or use the other party's Marks in any manner, that dilutes, tarnishes, degrades, disparages or otherwise reflects adversely on the other party or its business, products or services.</p>	Agree
Social Sentinel requests the following additions to the General Terms and Conditions:				
Section		Section	Requested Additional Provision	
Article 14		Article 14		
14.1		14.1	Promotional Materials and Assistance. Social Sentinel will provide TCPN and Region 4 with certain Promotional Materials (as defined herein) for use pursuant to this Agreement and collaborate with TCPN and Region 4 regarding marketing and communication efforts to Region 4 members and other interested parties.	Agree

14.3		<p>14.3 Limitation of Liability.</p> <p>a. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY REGION 4 ESC/TCPN IN THE LAST TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY ORGANIZATION MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN DISCOVERED BY ORGANIZATION. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE THEORY OF LIABILITY IN WHICH SUCH CLAIM OF DAMAGE IS BASED, BE IT IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, OR ANY OTHER LEGAL THEORY.</p> <p>b. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, COVER, BUSINESS INTERRUPTION, OR SIMILAR DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES OR, IF A PARTY'S OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.</p>	Agree
14.4		<p>14.4 Confidentiality. Neither party shall use or disclose any Confidential Information of the other party for any purpose outside the scope of this Agreement, except with the other party's prior written consent or as required by law. Each party shall protect the other party's Confidential Information in a manner similar to its own Confidential Information of a like nature (but in no event using less than reasonable care). In the event of an actual or threatened breach of a party's confidentiality obligations, the non-breaching party shall have the right, in addition to any other remedies available to it, to seek injunctive relief, it being specifically acknowledged by the breaching party that other remedies may be inadequate.</p>	Agree



SOCISEN-01

MKAVANAGH

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
08/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hickok & Boardman, Inc. 346 Shelburne Rd Burlington, VT 05401	CONTACT NAME: Melissa Kavanagh	
	PHONE (A/C, No, Ext): (802) 383-1621	FAX (A/C, No): (802) 658-0541
E-MAIL ADDRESS: mkavanagh@hbinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Ohio Security Insurance Company		24082
INSURER B : Ohio Casualty Ins Co		24074
INSURER C : Travelers Property Casualty Co of America		25674
INSURER D : Columbia Casualty Co		31127
INSURER E :		
INSURER F :		

INSURED

Social Sentinel, Inc.
128 Lakeside Avenue, Suite 302
Burlington, VT 05401

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BKS56465105	01/01/2018	01/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
B	AUTOMOBILE LIABILITY			BAO56465105	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			USO56465105	01/01/2018	01/01/2019	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB8J719775	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 500,000
	Y/N <input checked="" type="checkbox"/> N		N/A				E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Professional Liab.			596517877-18	01/01/2018	01/01/2019	\$25,000 Retention	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFP for Social Media Monitoring Products and Services

30 days notice of cancellation provided.

CERTIFICATE HOLDER Region 4 ESC 7145 West Tidwell Road Houston, TX 77092	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Appendix E:
QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

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

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

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

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

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through TCPN? 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.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
Yes No

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

3. Minority and Women Business Enterprise (M/WBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran business enterprises, historically underutilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors 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

Offeror certifies that this firm is an M/WBE Yes No

List certifying agency: _____

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

Offeror certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone Yes No

List certifying agency: _____

f. Other

Offeror certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Burlington, State of VT.

5. **Felony Conviction Notice**

Please check applicable box:

- 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 third (3rd) box is checked, a detailed explanation of the names and convictions must be attached. *Social Sentinel, Inc. is a corporation with stockholders. This representation is limited to stockholders who are employees.

6. **Processing Information**

Company contact for:

Contract Management

Contact Person: Matt Byrne
 Title: Director of Sales Operations
 Company: Social Sentinel, Inc.
 Address: 128 Lakeside Ave, Suite 302
 City: Burlington State: VT Zip: 05401
 Phone: 802-861-1411 Fax: 802-861-1404
 Email: mbyrne@socialsentinel.com

Billing & Reporting/Accounts Payable

Contact Person: Greg Blunt
 Title: Staff Accountant/Office Manager
 Company: Social Sentinel, Inc.
 Address: 128 Lakeside Ave, Suite 302
 City: Burlington State: VT Zip: 05401
 Phone: 800-628-0158 Fax: 802-861-1404
 Email: gblunt@socialsentinel.com

Marketing

Contact Person: Matt Martin
 Title: Director of Marketing
 Company: Social Sentinel
 Address: 128 Lakeside Ave, Suite 302
 City: Burlington State: VT Zip: 05401
 Phone: 800-628-0158 Fax: 802-861-1404
 Email: mmartin@socialsentinel.com

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

- Manufacturer direct Certified education/government reseller
- Authorized distributor Manufacturer marketing through reseller
- Value-added reseller Other _____

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

Yes No

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

- Pricing submitted includes the required administrative fee? Yes No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? Yes No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing:

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
For this information, please see Social Sentinel's response			
to Question 9 in the Company Profile, Tab 2.			

Tab 3 – Company Profile (Appendix F, excluding References)

1. Company's official registered name.

Social Sentinel, Inc.

2. Brief history of your company, including the year it was established.

Originally founded in 2011 under the name Campus Sentinel, the company was focused primarily on supporting safety officials with the provision of a safety app for higher education. In 2013, the company realigned the business and its service to provide alerts to threats shared publicly on social media, renaming the company Social Sentinel, Inc. We released our threat alert service offering out of Beta in January 2015. Today, the service searches approximately 1 billion posts per day from public social media sources.

3. Company's Dun & Bradstreet (D&B) number.

079810536

4. Corporate office location.

128 Lakeside Ave, Suite 302, Burlington, Vermont 05401.

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

We do not provide this information pursuant to company policy.

6. List the number and location of offices, or service center for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and email address.

Social Sentinel, Inc. has one office, located in Burlington, VT.

Key contact:

Matt Bryne, Director of Sales Operations

128 Lakeside Ave, Suite 302, Burlington, Vermont 05401

802-861-1411; mbryne@socialsentinel.com

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes.

a. Sales

Matt Byrne, Director of Sales Operations

802-861-1411; mbryne@socialsentinel.com

Resume available at <https://www.linkedin.com/in/matthew-byrne-bb0b5413b/>

b. Sales Support

Ilka Pritchard, Vice President, Client Success

800-628-0158; ipritchard@socialsentinel.com

Resume available at <https://www.linkedin.com/in/ilkapritchard/>

c. Marketing

Matthew Martin, Director of Marketing

800-628-0158; mmartin@socialsentinel.com

Resume available at <https://www.linkedin.com/in/mmartinvt/>

d. Financial Reporting

Jordan Robare, CPA, MSA, Corporate Controller

802-861-1448; jrobare@socialsentinel.com

Resume available at <https://www.linkedin.com/in/jrobare-cpa-msa/>

e. Executive Support

Liz Kleinberg, General Counsel

802-861-1380; lkleinberg@socialsentinel.com

Resume available at <https://www.linkedin.com/in/liz-kleinberg-5272129/>

8. Define your standard terms of payment.

Payment is required upon delivery of service (service activation date), net 30.

9. Who is your competition in the marketplace?

We do not provide this information pursuant to company policy.

10. Overall annual sales for the last (3) years; 2015, 2016, 2017.

We do not provide this information pursuant to company policy.

11. Overall public-sector sales, excluding Federal Government, for last three (3) years; 2015, 2016, 2017.

We do not provide this information pursuant to company policy.

12. What is your strategy to increase market share?

We do not provide this information pursuant to company policy.

13. What differentiates your company from competitors?

To the best of our knowledge, we are the first company to be 100% dedicated to providing safety and security teams with a social media threat alert service powered by a safety library versus other companies' services that focus on monitoring social media.

Our service is designed to meet the needs of safety and security officials in both K12 and higher education as well as several other safety-related verticals. As of December 31, 2017, the company helps our clients protect more than 7 million students, faculty, and community members in districts, campuses and communities across 25 states.

Social Sentinel has experience differentiating between content associated with an imminent issue, content that provides situational awareness, and content that is just "noise." We know of no other provider that can satisfy this requirement.

What makes Social Sentinel unique are our database of over half a million behavioral threat indicator combinations and our association features including Local+SM Lists, which associate information about people, events, or infrastructure our clients must protect with the behavioral threat indicators in our library.

When service providers supply a library consisting only of keywords, that approach will generate far too many false positives for our clients to manage. Our clients need a provider that knows how to get beyond the keywords to provide alerts that are meaningful to them.

Social Sentinel has a team of computer scientists working with behavioral linguistics experts focusing on social media, and that team has developed, and maintains, our Library of HarmSM. Terms are refined before they are added to the Library, and we make adjustments to fine tune how the Library performs. Further, keywords are paired with actionable threat indicators to get the best results. Finally, we associate the behavioral threat indicators in our Library with clients through client-focused Local + lists and proprietary algorithms. This combines what we do best (surface threats) with client knowledge and expertise to get the most comprehensive set of alert results available.

Social Sentinel is the only service provider with the following:

- Our Library of over half a million threat indicators designed to return actionable threats and minimize noise.
- Local+ Lists that give District users the means to combine their local knowledge about the people, infrastructure, places and events under our clients' care with our robust threat library.
- The ability to go beyond the geofence to help our clients surface needles in the haystack.
- Contracted licenses and authorized access from major social media companies providing the right to (1) access the social media companies' content for safety and security purposes and (2) pass content that triggers a safety and/or security alert to a client-identified resource officer or safety team member.

14. Describe the capabilities and functionality of your firm's online catalog/ordering website.

Social Sentinel does not have an online ordering website.

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

Our Client Success team provides several levels of support:

- After implementation, Social Sentinel's assigned Client Success Manager (CSM) will call the client's assigned Champion regularly (usually monthly) to discuss the Service's performance and to review the account's configuration, such as reviewing the quantity and quality of Alerts the Service has delivered; making sure relevant terms are included and removing terms that are no longer relevant; reviewing geofences; reviewing user access levels; and addressing any other questions the Champion or other Users may have.
- The CSM is available to all Users to discuss the Service and will respond to questions and requests within 24 hours if possible.
- Users can reach out via phone or email, and the CSM will respond within a reasonable amount of time (within 24 hours if possible).
- If the CSM is unavailable, another member of the Client Success team will respond.

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Social Sentinel has not been involved with any of these.

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date.

If awarded the contract, we look forward to working with Region 4 ESC and TCPN to more clearly delineate the marketing and sales efforts to be undertaken by each party. We operate in a streamlined manner where we focus our efforts on product development and customer support, with a leanly staffed marketing team. We would collaborate with Region 4 ESC and TCPN to maximize all of our efforts. Based on TCPN's experience and Region 4 ESC's knowledge of the potential client base, it would make sense for those parties to take the lead on all components of the marketing and sales plan. A marketing and sales plan could include the following components, for example, subject to agreement by Region 4 ESC, TCPN, and Social Sentinel:

- A co-branded press release shortly after award
- Announcement of award through applicable social media sites
- Direct mail campaigns
- Co-branded collateral pieces
- Advertisement of contract in regional or national publications
- Participation in trade shows
- Dedicated TCPN and Region 4 ESC internet web-based page and possibly a Social Sentinel internet web-based page (please note that our contract with end users will not be published on this website)

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

We anticipate the development of marketing and sales materials that addresses the benefits of this contract (see response to Question 17, above).

19. Explain how your company plans to market this agreement to existing government customers.

We anticipate working on this point with Region 4 ESC and TCPN if awarded the contract (see response to Question 17, above).

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Upon award, we will work with Region 4 ESC and TCPN to develop implementation and training.

21. Describe how you intend on training your national sales force on the Region 4 ESC agreement.

Upon award, we will work with Region 4 ESC to develop implementation and training.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Social Sentinel will provide our company logos and marks to Region 4 ESC for use in accordance with this contract and our internal brand guidelines in the event that we are awarded the contract. We will provide written permission in advance on a case-by-case basis for reproduction of such logos and marks in marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

We are not permitted to release this information pursuant to company policy.

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperatives' names, contact persons and contact information as references.

We have entered into vendor partnership agreements with at least seven (7) regional entities, pursuant to which we provide our service to organizations affiliated with the regional entities. For reference information, please see Tab 5 - References.

We were awarded a contract with EPIC 6, and we have contracts with SHI and Insight.

25. Describe the capacity of your company to report monthly sales through this agreement.

Social Sentinel will report quarterly sales rather than monthly sales through this agreement.

26. 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.

Social Sentinel will be billing individually, not on a consolidated basis.

27. 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.

Social Sentinel respectfully suggests the following improvements and alternatives:

- The Marketing/Sales components listed on the Company Profile (Appendix F) are extensive and lie outside normal operations for our company, and they require further information to address in a meaningful way. The provision of additional information regarding marketing and sales

support to be provided by Region 4 ESC and TCPN, and the way in which the parties will interact to address these components as effectively as possible, would be helpful.

- The RFP language could be clearer on what TCPN's roles and responsibilities are, if any, once the project starts.
- If Social Sentinel enters into a partnership through this RFP, we may have further suggestions for improvements from an administrative standpoint after executing several contracts through this mechanism.

28. Please provide your company's environmental policy and/or green initiative.

The following statement is from Social Sentinel's Employee Handbook:

CORPORATE SOCIAL RESPONSIBILITY

At Social Sentinel, we are aware of and embrace our responsibilities not only to our Company but also to our employees, our communities, and our environment. We strive to conduct all aspects of our business with integrity. Our approach to Corporate Social Responsibility (CSR) reflects our commitment to our business, employees, and communities as we strive to combine Company goals with community objectives and environmental awareness.

Additionally, our offices are located in the Innovation Center of Vermont, an ENERGY STAR Certified Office building rated in the top 7% of all office buildings in the United States for environmentally-friendly office space.

29. 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 Offeror to perform the covered services including, but not limited to licenses, registrations or certifications.

Social Sentinel is registered to do business in the following states:

- Delaware (domestic corporation)
- Vermont (foreign corporation; principal place of business)
- Texas (foreign corporation)
- New York (foreign corporation)
- Florida (foreign corporation)
- Kentucky (foreign corporation)
- California (foreign corporation)
- Massachusetts (foreign corporation)
- Pennsylvania (foreign corporation)
- New Jersey (certificate of authority, foreign corporation)

Tab 4 – Product/Services Specification (Appendix B)

1. Overview of your system/platform.

Social Sentinel can demonstrate proficiency in the issues that impact school, college and university districts, and we have experience differentiating between content associated with an imminent issue, content that provides situational awareness, and content that is just “noise.” We know of no other provider that can satisfy this requirement.

What makes Social Sentinel unique are our database of 450,000 behavioral threat indicator combinations and our association features including Local+SM Lists, which associate information about people, events, or infrastructure Region 4 ESC must protect with the behavioral threat indicators in our library.

When service providers supply a library consisting only of keywords, that approach will generate far too many false positives for a client to manage. A client needs a provider that knows how to get beyond the keywords to provide alerts that are meaningful to the client.

Social Sentinel has a team of computer scientists working with behavioral linguistics experts focusing on social media, and that team has developed, and maintains, our Sentinel SearchSM Library. Terms are refined before they are added to the Library, and we make adjustments to fine tune how the Library performs. Further, keywords are paired with actionable threat indicators to get the best results. Finally, we associate the behavioral threat indicators in our Library with a client through client-focused Local + lists and proprietary algorithms. This combines what we do best (surface threats) with a client’s knowledge and expertise to get the most comprehensive set of alert results available.

We note that the RFP requires a solution that “allows agencies to monitor” social media (p. 25). By careful design, the Social Sentinel[®] service focuses on providing our clients with alerts to threats that are shared on publicly available social media, and we purposefully do not provide social media monitoring. Our mission is to help clients keep people safe while preserving individuals’ constitutional rights to free expression and association. We are committed to respecting the terms of use of the social media providers with which we work, both because of our agreements with those providers and because of our respect for the rights of persons using those social media services. We continually strive to strike a balance between safety/security concerns and individual rights.

2. Implementation process overview.

Assignment of Client Success Manager: As soon as a client signs a contract with Social Sentinel, a dedicated Client Success Manager (CSM) is assigned to the client for the entirety of their relationship with Social Sentinel. By building a strong, personal relationship with each client, the CSM is able to learn the unique safety and security challenges our clients face and guide them through the onboarding process and ongoing use of our service to meet those challenges.

Creation of Client Account: Within 48 hours of receipt of the signed contract with Social Sentinel, the CSM creates the new client’s account and pre-populates it with information including likely assets the client will want to protect, and initial geo-locations if known (all school sites for the K-12 district, for

example). The CSM also will add the individual who signed the contract or his/her designated point of contact as a user in that account and create login credentials for that user. During that time, the CSM also sends a welcome email to the client and makes a welcome phone call. Once a user is setup in the system, a separate email to set the password is generated and sent to the client.

3. Listing of any additional hardware, software, etc. required.

No additional hardware or software is required to utilize our service.

4. Browser compatibilities.

Our software is compatible with Chrome, Firefox, and Safari (the latest 2 versions of each).

5. Listings of all social media systems monitored.

The service searches posts from different public social media sources, which may vary from time to time (see below), including WordPress, Vimeo, YouTube, Meetup, Tumblr, Twitter, Instagram, Google+, Flickr, Facebook Public Pages, and 4Chan.

We note that the RFP requires a solution that “allows agencies to monitor all social media platforms for potential threats with a high degree of accuracy” (p. 25). Our service does not include “all social media platforms currently available” for several reasons. First, we provide alerts to posts shared publicly; if a particular social media platform does not provide for public posting, we do not access that data. Second, social media companies have proven to be extremely selective regarding with whom they work and the access they allow for safety and security access purposes, as there is the potential that the end user/recipient of the alert (e.g., a risk mitigation official, a police officer) may take action against the content author in a manner that may impact the author’s constitutionally protected rights. The ACLU tracks this issue closely. The few threat alert companies and the more traditional social media monitoring companies who do have explicit licenses must pass rigid use case review processes and submit to ongoing vetting. We caution that there are some social media monitoring companies that operate without this license. They use licenses approved for other purposes or they “scrape” data to control costs and subvert this license altogether. In the process, they are violating social media companies’ Terms of Use and subjecting their company to loss of access to data, and, in some cases, criminal and/or civil action. Social Sentinel has been approved by all of its social media partners who require such access approval to alert safety officials of potential safety or security concerns.

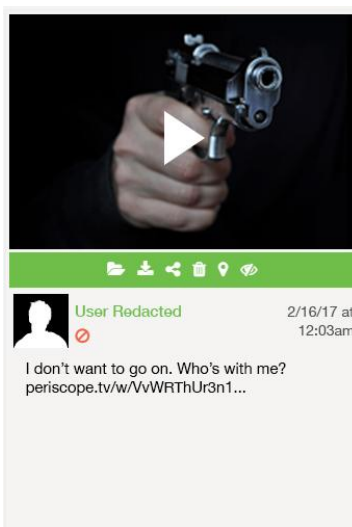
6. Alert delivery methods.

Should an alert contain a term in our Library and be associated with your organization, the alert will be delivered via each user’s preferred mode of communication (e.g., MMS, SMS, PDF, email, system login). The user then will be able to click from the alert directly to the original content as posted on the social media application/blog/web page so that the user can evaluate the threat in context.

The process of identifying a threat and alerting your users looks like this:

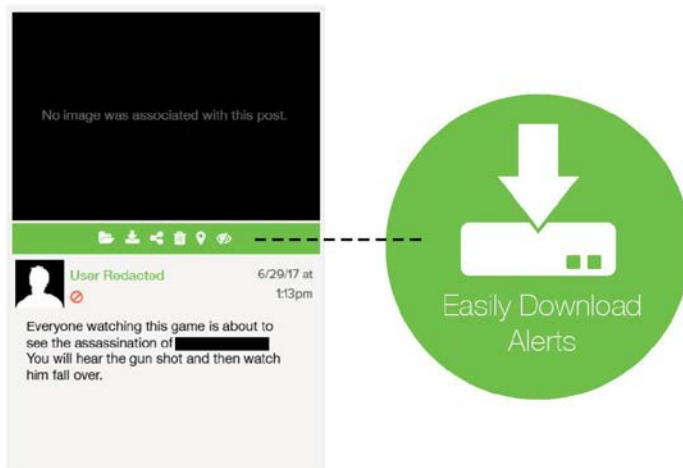


Depending on the method chosen for notification, an alert will look similar to this¹:



Action icons on the alert allow users to save, download, share, delete, view on a map (if the author of the post included geotags with their post), block the social media user, or get additional details about the post, including how the match was made. Users also may click to translate a post if the content warrants.

¹ Please note that any alerts included in this RFP response have been redacted and modified to protect the privacy of the original content poster as well as to ensure compliance with some social media companies' terms and conditions.



The look of the alert will differ depending on the notification method each user decides the user wants to use as a default (e.g., MMS, SMS, PDF report, email, the Social Sentinel interface). For instance, if a user elects to be notified via SMS when an alert is issued, the user will click on a link to view the post via a browser so that the alert will look very similar to the actual post made from the social media service from which it originated (including the text, image/video, if included in the post, user profile information, etc.), which is an important part of the threat assessment process.

7. Reporting capabilities.

The Social Sentinel service provides the following regular status reports to clients:

- In our service, a report dashboard is available that shows graphs of associated social media posts and associated social media Alerts on a daily basis.
- We prepare an Annual Account Summary for our client summarizing the number of social media posts and Alerts over the course of the year, any reasons for Alert activity, and opportunities for the client looking forward.
- Our CSM has regular check-in calls with the client, normally on a monthly basis, to review activity on the account and address any questions.
- Our Client Success team is available to provide additional support as needed.

8. Archival abilities of alerts.

Action icons on the alert allow users to save, download, share, delete, view on a map (if the author of the post included geotags with their post), block the social media user, or get additional details about the post, including how the match was made.

9. Licensing requirements and ongoing maintenance.

Whenever we deploy code to production (at least once in a two week period), we upgrade all packages to the newest stable versions. We conduct major upgrades as needed.

10. Search library and overview of agency specific search criteria.

Social Sentinel is the only service provider with the following:

- Our Library of over half a million behavioral threat indicators designed to return actionable threats and minimize noise.
- Local+ Lists that give clients the means to combine their local knowledge about the people, infrastructure, places and events under the client's care with our robust threat library.
- The ability to go beyond the geofence to help the client surface needles in the haystack.
- Contracted licenses and authorized access from major social media companies providing the right to (1) access the social media companies' content for safety and security purposes and (2) pass content that triggers a safety and/or security alert to a client-identified resource officer or safety team member.

11. Geofencing abilities of products and services.

Social Sentinel accesses approximately 1 billion social media posts daily pursuant to contracted licenses with and authorized access from social media companies that provide publicly available social media platforms.

We assess these posts using both our Sentinel Search Library and our methods of making associations. We make associations with users' Local+ Lists to identify threatening language. We augment this process with our RMap matching algorithms to deliver localized alerts to users in near real-time.

12. Qualifications of developing team creating search tools.

Our Vice President, Product is Crystal Gallo, whose resume is available at <https://www.linkedin.com/in/crystal-gallo/>.

13. Secure access with levels of responsivities.

A client may assign Users to have the following types of access to the service:

1. *Champion*. This person is the staff member responsible for oversight of the client's use of the service. This role is the primary liaison with the Social Sentinel team and will work directly with the assigned CSM on strategic rollout and ongoing use of the service by the client.
2. *Super User*. One staff member (an information technology staff member, if possible) should be designated as a Super User to maintain user accounts and manage the client's use of the service.
3. *User(s)*. Two or more staff members should be designated as Users to receive alerts and monitor threats or risks received via alerts as well as to monitor the service during special events.

14. Help desk/support and customer service hours.

After implementation, Social Sentinel's assigned Client Success Manager (CSM) will call the client's assigned Champion regularly (usually monthly) to discuss the Service's performance and to review the account's configuration, such as reviewing the quantity and quality of Alerts the Service has delivered; making sure relevant terms are included and removing terms that are no longer relevant; reviewing geofences; reviewing user access levels; and addressing any other questions the Champion or other Users may have. The CSM is available to all Users to discuss the Service and will respond to questions and requests within 24 hours if possible. The CSM is available to all Users to discuss the Service. Users

can reach out via phone or email, and the CSM will respond within a reasonable amount of time (within 24 hours if possible). If the CSM is unavailable, another member of the Client Success team will respond.

15. Onboarding/implementation plan.

Onboarding Process: During the onboarding process, the CSM and the client will work together to complete the following items:

1. Identify Social Sentinel Champion/Account Administrator
2. Select relevant Sentinel Search Library topics
3. Create and verify locations
4. Set initial notifications preferences
5. Incorporate Local+™ intelligence
6. Add users and assign permissions and notifications
7. Complete user training session
8. Notify the community (if appropriate as determined by the client)

Kick-off meetings with new clients typically are scheduled within a week of contract execution, at the client's convenience. The kick-off meeting most often is conducted via Web-Ex in order to be able to share information via audio connection and shared screens. The primary goals of the kick-off call are to gather the minimum set of information required for the service to begin searching for alerts for that client and to review additional information that can enhance results. During the kick-off call, the CSM will review best practice for implementation and go over the basic features of the service. The CSM will also answer any questions the clients may have so that the client feels comfortable interacting with all aspects of the service and alerts. Lastly, the CSM will identify the proper account contact, or account "Champion."

The CSM asks about the client's safety concerns, reviews the available Sentinel Search Library to ensure it is set up to address those concerns, and recommends library best practices based on the clients' vertical, geography, and demographics.

The client will then review the assets and locations that the CSM built in the account prior to the kick-off meeting. The CSM will ask about any additional locations the client may want to secure. Locations will be verified, modified, and added during the call. In addition, the client has the option of revisiting their locations and making and edits or changes later on.

The CSM also will ask the client if he or she prefers to receive alert notifications via near real time text message, email, or daily PDF reports. The CSM will suggest best practices based on the client's usual workflow and habits.

Service Begins Searching: Once this minimum set of information has been gathered during the kick-off, the service can begin searching on behalf of the client. At the end of the kick-off call, onboarding items 1-4 are complete. Before finishing the meeting or call, the CSM will go over the remaining pieces of information that the client has to gather in order to complete onboarding; adding Local+ intelligence to their account (item 5), and creating additional users (item 6). While on the phone or in their meeting, the client and the CSM will schedule a time for a check-in call to discuss progress on Items 5-8 and will also schedule a time for a customized training session for all account users (item 7).

16. Training plan.

Training occurs as described in #15 above as part of the Onboarding process.

Social Sentinel, Inc.
RFP # 18-10 Social Media Monitoring Products & Services
November 2, 2018

Pricing

Student Count	Service Fee per Student	Data Fee per Student	Total Fees per Student
<1,000	\$ 4.85	\$ 0.15	\$ 5.00
1,000-4,999	\$ 2.80	\$ 0.20	\$ 3.00
5,000-49,999	\$ 1.50	\$ 0.25	\$ 1.75
50,000-74,999	\$ 1.30	\$ 0.30	\$ 1.60
75,000+	\$ 1.15	\$ 0.35	\$ 1.50

The above pricing could be subject to further discounts depending on the size, strategic value and timing of a districts decision.

Service Fees

“Service Fees” means the fees for Social Sentinel’s provision of the Service to Client (and, collectively, with the Data Usage Fees, the “Fees”). We offer an all inclusive software as a service based model which includes unlimited technical support, training, implementation, etc.

Data Usage Fees

Data Usage Fees. Client acknowledges and understands that the Data Usage Fees outlined in the Order Form represent Social Sentinel’s good faith effort at the time the Order Form is executed to estimate, on an annual basis, variable fees that can be known for certain only at a future date. Once actual Data Usage Fees are ascertainable for a current Annual Period, or Social Sentinel has a good faith belief that any Data Usage Fees for any given future Annual Period need adjustment, Social Sentinel may, in its sole discretion, adjust such Data Usage Fees by providing Client with written notice (which notice may be by email or through the Service) as follows: (a) Should the adjustment be made to a current Annual Period, Social Sentinel may invoice Client for, and Client shall pay as outlined in this Section 3, the difference in cost between the original Data Usage Fee amount and the actual Data Usage Fee amount. (b) Should an adjustment be made to a future Annual Period, Social Sentinel may modify the Data Usage Fee for such Annual Period and the updated Data Usage Fee will be binding upon Client. Data Usage Fees reflect third party costs, but Social Sentinel will make commercially reasonable efforts to limit any increase in Data Usage Fees to no more than 10%. Notwithstanding (a) and (b), above, for any increases to Data Usage Fees, Client has the right, in its sole discretion, to terminate this Agreement within thirty (30) days of receipt of the notice of increase by Social Sentinel.

Tab 7 – Value Add (Appendix G)

Helping safety and security officials better protect their communities by alerting officials to threats shared publicly on social media in near real time is the focus of the company. Social Sentinel, Inc. is 100% dedicated to working with safety and security teams. We do not offer additional products or services to include in this solicitation.

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractor Certification Requirements
- DOC #5 Antitrust Certification Statements
- DOC #6 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #7 Texas Government Code 2270 Verification Form
- DOC #8 EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #9 Ownership Disclosure Form
- DOC #10 Non-Collusion Affidavit
- DOC #11 Affirmative Action Affidavit
- DOC #12 Political Contribution Disclosure Form
- DOC #13 Stockholder Disclosure Certification
- DOC #14 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #15 New Jersey Business Registration Certificate

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 Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Social Sentinel, Inc.

Title of Authorized Representative: Gary J. Margolis, Founder and CEO

Mailing Address: 128 Lakeside Ave, Suite 302, Burlington, VT 05401

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: Social Sentinel, Inc.

Title of Authorized Representative: Gary J. Margolis, Founder and CEO

Mailing Address: 128 Lakeside Ave, Suite 302, Burlington, VT 05401

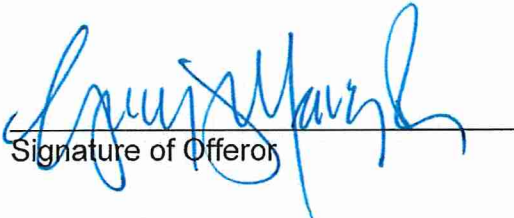
Signature:  _____

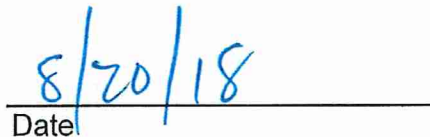
LOBBYING CERTIFICATION

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.


Signature of Offeror


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 statues of the states it is 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 Offeror 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 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

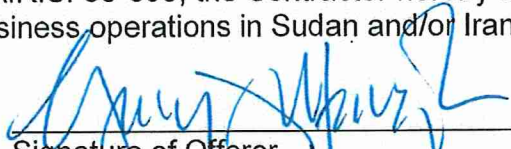
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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 Offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

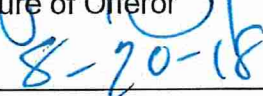
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

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 Offeror



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.

Vendor Social Sentinel, Inc.

Address 128 Lakeside Ave, Suite 302

Burlington, VT 05401

Phone 800-628-0158

Fax 802-861-1404

Offeror _____

Signature

Liz Kleinberg

Printed Name

General Counsel

Position with Company

Authorizing Official _____

Signature

Gary J. Margolis

Printed Name

Founder and CEO

Position with Company

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Social Sentinel, Inc.
BURLINGTON, VT United States

Certificate Number:
2018-421237

Date Filed:
11/01/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R181002
Social Media Threat Alert Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Richards, Robin	Calabasas, CA United States	X	
	Healy, Steven	Emeryville, CA United States	X	
	MacLean, Todd	Newton, MA United States	X	
	Gibbs, Richard	Burlington, VT United States	X	
	Margolis, Gary	Burlington, VT United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Elizabeth Klemberg, and my date of birth is 7/24/69.

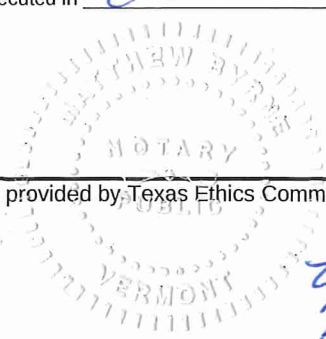
My address is 489 Old Orchard Ln, Shelburne VT 05482 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Chittenden County, State of VT, on the 1 day of November, 2018.
(month) (year)

[Handwritten Signature]

Signature of authorized agent of contracting business entity
(Declarant)



[Handwritten Signature]
MATTHEW BYRNE
NOTARY PUBLIC
EXP 8-14-2019

DOC # 7

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Gary J. Margolis, as an authorized representative of
Social Sentinel, Inc., a contractor engaged by
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

8/20/18
Date

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

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

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES RG Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

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

Vendor's Name: Social Sentinel, Inc.

Address, City, State, and Zip Code: 128 Lakeside Ave., Suite 302, Burlington, VT 05401

Phone Number: 802-861-1380 Fax Number: 802-861-1404

Printed Name and Title of Authorized Representative: Richard Gibbs, President

Email Address: rgibbs@socialsentinel.com

Signature of Authorized Representative: Richard Gibbs Date: Oct 18, 2018

DOC #9 Social Sentinel does intend to do business in New Jersey. Upon award of a contract, we will execute documents 9 - 15 right away.

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 Offeror 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: _____

Street: _____

City, State, Zip Code: _____

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 _____, an authorized representative of _____, 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.

Date Authorized
DOC #10

Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal and in this affidavit are true and correct, and made with full knowledge that _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said 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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

SEAL

DOC #11

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy 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 _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

Date

Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of 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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

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

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

(See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

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

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

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

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

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to

which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature Printed Name Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholder information.

Notary Public section with fields for date, signature, name, and commission expiration.

DOC #14

Certification of Non-Involvement in Prohibited Activities in Iran

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

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #15

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

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

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

Appendix I: **STATE NOTICE**

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES

INCLUDING BUT NOT LIMITED TO:

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

CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR

CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT

BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT

GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT

CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT

SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR

HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT,
LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION &
VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS,
LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL,
OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT

COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION
DISTRICT
BIENVILLE PARISH FIRE PROTECTION
DISTRICT 6, LA
BOARDMAN PARK AND RECREATION
DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY
CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION
DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1,
LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-
OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION,
LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS

METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT
AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY,
OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY
SERVICES
OREGON LEGISLATIVE ADMINISTRATION
OREGON PARKS AND RECREATION
DISTRICTS
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST
COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION
DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION
DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8

DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT
NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL
DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE
DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-
J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOA0
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT
NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION
SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING &
SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY
ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT

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

SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE
PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF
PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

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

PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE
UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY
COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU
COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE
SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY,
UT

STATE AGENCIES

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

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

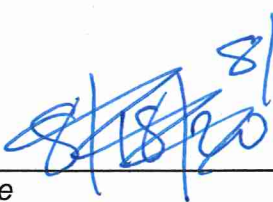
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

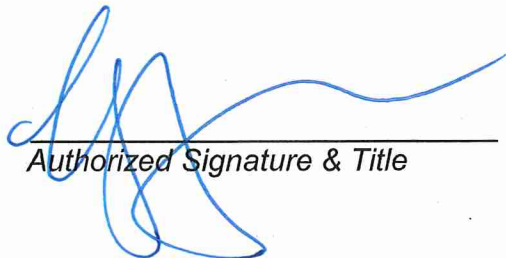
Pursuant to the Texas Public Information Act (the "Act"), Social Sentinel considers the information listed below (the "Protected Information") to be trade secrets and proprietary information. The Protected Information is not generally known to the public; Social Sentinel takes at least commercially reasonable efforts to guard the secrecy of the Protected Information; Social Sentinel has expended significant effort and money in developing the Protected Information; and the Protected Information provides significant benefit to Social Sentinel from not being generally known to the public. Accordingly, the Protected Information constitutes a trade secret and proprietary information under Section 552.110 of the Texas Government Code, and it shall not be disclosed to anyone other than the Parties, except as reasonably necessary to effectuate the terms of the contract or as required by the Act. Any request made by any third parties regarding the Protected Information, including any requests made pursuant to the federal Freedom of Information Act or any similar state law, shall be treated as a request for trade secrets and proprietary information and shall be handled pursuant to the provisions of Section 552 of the Texas Government Code. Protected Information includes the following:

- Tab 5 - References - All information listed under "References from End User Organizations" and "Reference from Regional Organization"

Date


8/20/18

Authorized Signature & Title



SOCIAL SENTINEL, INC.
SOCIAL SENTINEL® SERVICE ORDER FORM

Order Form Number:		Order Form Expiration Date:	
Sales Contact:		Sales Contact Phone #:	

Client Information			
Client Name:			
CLIENT SUPPORT Contact (for Service use)		FINANCE Contact (for invoicing matters)	
Contact Name:		Contact Name:	
Title:		Title:	
Address:		Address:	
City, State, ZIP:		City, State, ZIP:	
Phone:		Phone:	
Email:		Email:	

Term	Service Fees	Data Usage Fee	Total Fees
Annual Period 1	\$	\$	\$
Annual Period 2	\$	\$	\$
Annual Period 3	\$	\$	\$

Does Client require a PO?	
Effective Date of Agreement:	

PLEASE READ THIS CAREFULLY: Client's use of the Social Sentinel® service (the "Service") will be governed by the terms and conditions of this Order Form and the Social Sentinel Service Terms of Use (the "TOU") (together, the "Agreement") in effect as of the Effective Date provided on this Order Form (the "Effective Date"). By signing this Order Form, Client agrees to be bound by the terms and conditions of both the Order Form and the TOU, effective as of the Effective Date. Client may access the TOU at the website <https://socialsentinel.com/terms-of-use-education/> (the password to access the TOU is "ssiedutou18") or obtain the TOU from the Sales Contact identified on this Order Form.

The "Term" for this Agreement will commence on the Effective Date and will continue for the duration of the Term as set forth in this Order Form, subject to the Termination provisions of the TOU. No terms, provisions or conditions of any purchase order or other business form issued by Client relating to this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Social Sentinel to object to such terms, provisions or conditions. The person signing this Order Form represents and warrants that the person has the authority to bind Client and agrees that this Agreement may be electronically signed. The parties agree the electronic signatures appearing on this Order Form are intended to authenticate this writing and have the same force and effect as hand-written signatures for purposes of validity, enforceability and admissibility.

SOCIAL SENTINEL, INC.	CLIENT:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

SOCIAL SENTINEL, INC.
SOCIAL SENTINEL[®] SERVICE TERMS OF USE

(available at <https://socialsentinel.com/terms-of-use-education/>, password "ssiedutou18")

These Social Sentinel[®] Service Terms of Use ("TOU") are incorporated by reference into the Social Sentinel[®] Service Order Form (the "Order Form") executed between the Client identified on the applicable Order Form and Social Sentinel, Inc. ("Social Sentinel") (together, the "Parties"). The services provided by Social Sentinel to Client, as indicated in the Order Form, will collectively be referred to as the "Service." The TOU, the Order Form, and any approved addenda or schedules will be the entire agreement by and between Parties (the "Agreement").

1. Definitions.

"Annual Period" means the one (1) year period of time during which Client receives the Service under this Agreement. Notwithstanding the foregoing, if explicitly stated in the Order Form, Annual Period 1 may be more or less than one year depending on the Effective Date of the Agreement. If Client has an "Initial Period" under this Agreement, meaning a period of time shorter than one year prior to the first Annual Period, that Initial Period is not considered an Annual Period.

"Client Feedback" means any comments, feedback or ideas (and related materials) Client or Users submit to Social Sentinel about the Service, including possible Service developments,

"Confidential Information" means all confidential information in oral, written, graphic, electronic or other form including, but not limited to, past, present and future keywords/phrases, refined keywords/phrases, algorithms, filters, library, topic areas, business, financial and commercial information, prices and pricing methods, trade secrets, ideas, inventions, discoveries, methods, processes, know-how, computer programs, source code, and any other data or information disclosed, whether orally, visually or in writing. Confidential Information will not include data or information that: (a) is publicly available Social Media Data (as defined in this Agreement); (b) is other information that was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of the receiving party; (c) was known to the receiving party at the time of disclosure without an obligation of confidentiality, as evidenced by the receiving party's written records; (d) becomes known to the receiving party from a source other than the disclosing party without an obligation of confidentiality; or (e) is developed by the receiving party independently of the disclosing party's confidential information as demonstrated by written records.

"Data Usage Fees" means the variable third party data consumption and processing fees that Social Sentinel will incur on Client's behalf in connection with Client's use of the Service, including but not limited to data ingestion fees imposed by social media services and other third-party data providers. As more fully outlined in Section 3.5, below, the Data Usage Fees outlined on the Order Form represents Social Sentinel's good faith effort to prospectively estimate such variable costs during each Annual Period.

"Documentation" means user guides, documentation, reports, and other help materials specifically describing the Service, as may be made available by Social Sentinel to Client and updated from time to time by Social Sentinel at Social Sentinel's sole discretion.

"Force Majeure Events" means circumstances beyond a party's reasonable control, including, for example, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), failure of the internet or other hosted service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of hosted service attacks.

"Malicious Code" means any software code or program that may prevent, impair or otherwise adversely affect the

operation of any computer software, hardware or network, or adversely affect access to, or the confidentiality of, any system or data, or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

“Service” means the Social Sentinel[®] software as a service (SaaS) (and related Documentation), as updated from time to time, provided by Social Sentinel to Client that can help alert Client to threats through data and information shared publicly on social media and blog streams (“Alerts”), which Alerts Client may aggregate and assess for potential risks in the areas of security, public safety, harm, wellness or acts of violence. The Service includes the Sentinel SearchSM Library, Local+SM algorithms, and the Roles and Permissions Tool.

“Service Fees” means the fees for Social Sentinel’s provision of the Service to Client (and, collectively, with the Data Usage Fees, the “Fees”).

“Social Media Data” means information that may indicate potential threats in the areas of security, public safety, harm, wellness or acts of violence based on publicly available social media posts and blog streams.

“User” means an individual who: (a) is Client’s employee or contractor, (b) is authorized by Client to use the Service, and (c) to whom Client (or Social Sentinel at Client’s request) has supplied a user identification and password.

“User Added Items” means information provided by Client or Users about Client or others, including, but not limited to, by setting “geofences” and adding Local+ information to be used by the Service.

2. Right to Use the Service. Social Sentinel hereby provides Client the right to use the Service during the Term (as defined in Section 4.1, below) in accordance with the terms and conditions of this Agreement. Any use of the Service not expressly authorized in this Agreement is strictly prohibited.

3. Fees and Payment.

3.1. Fees. For each Annual Period, Client shall pay the Fees to Social Sentinel in the amounts set forth in the Order Form. Except as otherwise provided in this Agreement, (a) Fees are based on the Service subscription, and not actual usage, and (b) except as otherwise stated in Section 4.4, payment obligations are non-cancelable and any Fees paid are non-refundable.

3.2. Invoicing and Payment. Fees for Annual Period 1 will be invoiced upon Social Sentinel’s receipt of the properly executed Agreement from Client. Fees for subsequent Annual Periods will be invoiced at the beginning of each Annual Period. Fees for increased Data Usage Fees will be invoiced as provided in Section 3.5, below. All payments are due from Client thirty (30) days from date of invoice. Client is responsible for providing complete and accurate billing and contact information to Social Sentinel and notifying Social Sentinel of any changes to such information.

3.3. Overdue Fees. If Client fails to make payments when due, then in addition to Social Sentinel’s other rights and remedies, Social Sentinel will have the right, at its sole discretion, to suspend the Service pending Client’s full payment of any outstanding fees, immediately terminate this Agreement, and/or recover Social Sentinel’s reasonable costs and expenses, including reasonable attorneys’ fees, expended in collection of such amounts due. Unpaid amounts will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum amount chargeable by law, commencing thirty (30) days from when the payment was due and continuing until fully paid.

3.4. Taxes. Unless otherwise stated, Social Sentinel’s fees and pricing do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). Client is responsible for paying all Taxes associated with Client’s use of the Service and licenses under this Agreement.

3.5. Data Usage Fees. Client acknowledges and understands that the Data Usage Fees outlined in the Order Form represent Social Sentinel's good faith effort at the time the Order Form is executed to estimate, on an annual basis, variable fees that can be known for certain only at a future date. Once actual Data Usage Fees are ascertainable for a current Annual Period, or Social Sentinel has a good faith belief that any Data Usage Fees for any given future Annual Period need adjustment, Social Sentinel may, in its sole discretion, adjust such Data Usage Fees by providing Client with written notice (which notice may be by email or through the Service) as follows: (a) Should the adjustment be made to a current Annual Period, Social Sentinel may invoice Client for, and Client shall pay as outlined in this Section 3, the difference in cost between the original Data Usage Fee amount and the actual Data Usage Fee amount. (b) Should an adjustment be made to a future Annual Period, Social Sentinel may modify the Data Usage Fee for such Annual Period and the updated Data Usage Fee will be binding upon Client. Data Usage Fees reflect third party costs, but Social Sentinel will make commercially reasonable efforts to limit any increase in Data Usage Fees to no more than 10%. Notwithstanding (a) and (b), above, for any increases to Data Usage Fees, Client has the right, in its sole discretion, to terminate this Agreement within thirty (30) days of receipt of the notice of increase by Social Sentinel.

4. Term and Termination.

4.1. As noted in the Order Form, the Term will commence on the Effective Date and (unless this Agreement is otherwise terminated as outlined in this Agreement) will continue for the duration of the Annual Periods set forth in the Order Form. Either party may terminate this Agreement at the end of any Annual Period for convenience upon at least thirty (30) days written notice to the other party prior to the end of such Annual Period.

4.2. In addition, either party may terminate this Agreement for cause: (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) immediately upon written notice to the other party of a material breach that is incapable of cure; or (c) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3. Social Sentinel may modify this Agreement from time to time. Such modifications generally will be effective at the beginning of the next Annual Period, except for limited circumstances where Social Sentinel determines a modification should go into effect at an earlier date. If Social Sentinel makes modifications to the Agreement, Social Sentinel will provide Client notice either by email, through the Service, or by other means, to provide Client the opportunity to review the changes before they become effective. If Client accepts the changes, such changes will become effective upon acceptance. If Client objects to any such changes, unless otherwise agreed to by the parties, this Agreement will terminate effective thirty (30) days from notice to Social Sentinel of such objection.

4.4. Upon termination, Client's rights and access to the Service will terminate, and Client will discontinue all use of the Service. As outlined in Section 3.1, the Fees for any paid Annual Period are non-refundable. Notwithstanding the forgoing, should Client terminate the Agreement under Section 4.2 (for cause), or should Social Sentinel terminate the Agreement for convenience under Section 4.1, Social Sentinel will refund a pro-rated portion of the Fees prepaid for any Annual Period.

4.5. Upon expiration or termination of this Agreement for any reason, those provisions of the Agreement that by their nature are intended to survive will survive in accordance with their terms, including, but not limited to, Sections 7 through 13.

5. Client's Use of the Service and Restrictions.

5.1. Client may use and access the Service solely to aggregate and assess publicly available social media and blog streams for potential threats in the areas of security, public safety, harm, wellness or acts of violence. Alerts are available through the Service for up to thirty (30) days. No other rights, express or implied, are granted

by this Agreement or otherwise. Client is solely responsible for Client's and any User's use of the Service and for compliance with this Agreement. Client will use reasonable efforts to prevent unauthorized access to, or use of, the Service, and Client will notify Social Sentinel promptly of any suspected unauthorized access or use. Client will (and will ensure all Users) use the Service only in accordance with applicable laws and government regulations. Client is solely responsible for maintaining the confidentiality of passwords associated with any account used by Client or Users to access the Service.

5.2. Client will not: (a) make the Service available to, or use the Service for the benefit of, anyone other than Client and Users; (b) sell, resell, license, sublicense, distribute, rent or lease the Service; (c) use the Service to monitor or surveil any individual or small groups of individuals; (d) use the Service in violation of any third-party privacy rights; (e) use the Service for employment or credit check purposes; (f) use the Service to store or transmit Malicious Code; (g) interfere with or disrupt the integrity or performance of the Service or third-party data contained in the Service; (h) attempt to gain unauthorized access to the Service or its related systems or networks; (i) reverse engineer, reverse compile, copy, translate, modify or create derivative works of the Service or any part, feature, function or user interface thereof; (j) use the Service for any purpose other than to obtain Alerts regarding possible threats shared publicly on social media and blog streams; or (k) use the Service in any manner that is illegal or fraudulent, or otherwise in violation of the terms of this Agreement.

5.3. Client acknowledges that pursuant to use of the Service, Client and Users may provide User Added Items. Client hereby grants Social Sentinel the right to use the User Added Items as necessary to provide the Service as outlined in this Agreement. Notwithstanding anything to the contrary in this Agreement, Social Sentinel may de-identify and aggregate any User Added Items and use such anonymous User Added Items in perpetuity for any reasonable business purpose.

5.4. Client may not enter an individual's name in the Service's Local+ feature unless and until either: (a) Client is charged with providing the individual with safety or security services pursuant to applicable law, regulation, organizational policy, or contractual agreement, and the individual has acknowledged same through written documentation; or (b) the individual has provided documented consent regarding such use of the individual's name. Client will keep such documentation for the Term plus two (2) years thereafter, and Social Sentinel may at any time review and make copies of such documentation.

5.5. Client acknowledges and understands that any User Added Items may affect the Alerts provided through the Service, for example by increasing the number of Alerts presented through the Service. Social Sentinel reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all User Added Items from the Service in its sole discretion.

5.6. For any Alerts or other information Client receives through the Service that contain posts or data from third-party social media companies, Client will abide by the terms of use or terms of service of such third-party social media companies, including but not limited to the Twitter Terms of Service (located at <http://twitter.com/tos>) and the Instagram Terms of Use (located at <https://help.instagram.com/47874558852511>).

5.7. Client agrees to keep records sufficient to demonstrate Client's compliance with this Agreement, including the names of Users using the Service.

6. Support and Availability.

6.1. Social Sentinel shall provide its standard email and telephone support for the Service to Client during normal business hours, Eastern Standard Time, at no additional charge. Social Sentinel shall provide such support only to Client and Users.

6.2. Social Sentinel shall use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) scheduled downtime (of which Social Sentinel will give reasonable electronic notice); (b) maintenance periods that may be reasonably necessitated outside any normal maintenance window; or (c) any unavailability caused by (i) any Force Majeure Events; (ii) acts or omissions by

Social Sentinel when done at the request of Client of any agent or representative of Client; (iii) Client's failure to provide information or approval that is necessary to provide the Service, or (iv) Social Sentinel's suspension of the Service as outlined in this Agreement.

6.3. Social Sentinel shall make commercially reasonable efforts to provide the following client support: (a) working with Client to set up and configure the Service; (b) training Users to use and maintain the Service; (c) providing ongoing support, including holding regularly scheduled calls and responding to inquiries within a commercially reasonable period of time; and (d) providing periodic performance updates.

7. Confidentiality.

7.1. Each party will hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than as explicitly outlined in this Agreement. The receiving party agrees to notify the disclosing party promptly of any unauthorized disclosure of the disclosing party's Confidential Information and to assist the receiving party in remedying any such unauthorized disclosure. Nothing in this Agreement will be construed to restrict the Parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure will (to the extent allowed by such law or order) timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the party required to make such disclosure will permit the other party to attempt to limit such disclosure by appropriate legal means.

7.2. The Service identifies Alerts only through data and information shared publicly on social media and blog streams. Though Clients are not required to provide any nonpublic personal information when using the Service, a Client or User may choose to provide nonpublic personally identifiable information when using the Service, such as when using the Service's Local+ feature. To the extent applicable to it, each party shall at all times during the Term comply in all material respects with all laws, legislation, rules, regulations, governmental requirements and industry standards applicable to such party with respect to the performance by each party of its obligations hereunder. Without limiting the foregoing, each party will keep all nonpublic personally identifiable information received or obtained from the other party confidential and shall use such nonpublic personally identifiable information only for the reasonable purposes for which the party delivered such information. Moreover, each party will implement and shall use administrative, electronic, technical and physical safeguards and procedures designed to protect the security, confidentiality and integrity of, to prevent unauthorized access to or use of, and to ensure the proper disposal of, nonpublic personally identifiable information.

8. Proprietary Rights and Licenses.

8.1. Subject to Client's right to use the Service as outlined in Section 2, Social Sentinel retains exclusive right, title and interest (including all intellectual property rights and other rights) in and to the Service including any portion thereof (including all ideas, concepts, designs, software, software code, inventions and works of authorship, and all intellectual property associated therewith), all data Social Sentinel determines, in its sole discretion, to maintain relating to the use of the Service (including statistics available to Social Sentinel relating to the Service), any works developed by Social Sentinel related to the Service in any manner, and any integration code and any interfaces or other software or technology developed by Social Sentinel. Client shall have no ownership in or license to the Service, or any portion thereof, or in the intellectual property associated therewith. Except as otherwise set forth in this Agreement, Client shall retain copyright and any other rights Client already holds in any User Added Items created or provided by Client.

8.2. Regarding Alerts and reports that Social Sentinel provides to Client as part of the Service, Social Sentinel grants to Client a perpetual, nonexclusive, nonassignable, nontransferrable license to use such Alerts and reports solely in accordance with the terms and conditions of this Agreement.

8.3. Client acknowledges and understands that if it submits any Client Feedback, Social Sentinel makes

no assurances or warranties that such Client Feedback will be treated as confidential or proprietary. By submitting Client Feedback to Social Sentinel, Client is waiving any and all rights that it may have in and to the Client Feedback and is representing and warranting to Social Sentinel that the Client Feedback is wholly original with Client, that no one else has any rights in the Client Feedback, and that Social Sentinel is free to implement the Client Feedback if it so desires, as provided or as modified by Social Sentinel, without obtaining permission or license from any third party. Notwithstanding the foregoing, if Client Feedback contains nonpublic personally identifiable information about a student, such information will be treated as Confidential Information.

9. Representations and Warranties.

9.1. Each party hereby represents and warrants to the other as follows: (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

9.2. Social Sentinel warrants that: (a) the Service will perform materially in accordance with the applicable Documentation; and (b) Social Sentinel will not materially decrease the functionality of the Service during the Term. For any breach of an above warranty, Social Sentinel will use commercially reasonable efforts to cause the Service to function in accordance with the Documentation or otherwise remedy the decrease in functionality, as applicable. If Social Sentinel notifies Client that it is unable to remedy the issue, Client's exclusive remedy (and Social Sentinel's sole responsibility) will be termination and refund of pro-rata fees, as provided in Sections 4.2 and 4.4.

9.3. Social Sentinel warrants that to the best of its knowledge it owns, or is licensed to use, all intellectual property necessary for the conduct of its business pursuant to the terms and conditions of this Agreement.

10. Disclaimers.

10.1. The Service provides Social Media Data that is made available to Social Sentinel by one or more social media services or third-party data providers. Social Sentinel makes no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of Social Media Data.

10.2. Client is solely responsible for reviewing Alerts provided by the Service and for determining any actions Client will, or will not, take in response to such Alerts. Social Sentinel does not assume, and hereby disclaims, any responsibility for identifying any actionable Alert. Client acknowledges and understands that Alerts provided through the Service may include Alerts that Client does not find responsive or may omit social media posts. Social Sentinel does not warrant that the information contained in the Alerts is comprehensive, complete or accurate, and Social Sentinel does not assume, and hereby disclaims, any liability to any person or entity for any loss or damage caused by the contents or omissions in any Alerts provided through the Service, whether such contents or omissions result from negligence, accident, or otherwise.

10.3. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9, ABOVE, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." ACCORDINGLY, BUT WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, SOCIAL SENTINEL DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET THE REQUIREMENTS OF ANY PERSON OR WILL OPERATE ERROR-FREE, CONTINUOUSLY, OR COMPLETELY SECURE, AND SOCIAL SENTINEL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SOCIAL SENTINEL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, SOCIAL SENTINEL AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS,

REPRESENTATIVES, PARTNERS, SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, COMPLETENESS, ACCURACY AND PERFORMANCE OF THE SERVICE.

11. Indemnification.

11.1. To the fullest extent permitted by law, Client shall defend and indemnify Social Sentinel and its officers, directors, employees, and stockholders from and against any third party claims, suits, judgments, proceedings, losses, liabilities, costs and expenses (including reasonable attorneys' fees and other reasonable costs and expenses related thereto) to the extent they arise out of or relate to Client's use of or reliance upon the Service, or breach of or failure to comply with any term, condition, representation or covenant under this Agreement.

11.2. To the fullest extent permitted by law, Social Sentinel shall defend and indemnify Client and its officers, directors, employees, and stockholders from and against any third party claims, suits, judgments, proceedings, losses, liabilities, costs and expenses (including reasonable attorneys' fees and other reasonable costs and expenses related thereto) to the extent they arise out of or relate to: (a) the gross negligence or willful misconduct of Social Sentinel; or (b) any third party claims brought against Client for infringement of U.S. intellectual property rights arising from Client's use of the Service provided to Client by Social Sentinel within the scope of rights granted in this Agreement.

11.3. Notwithstanding Sections 11.1 and 11.2, above, the indemnifying party shall be required to indemnify the indemnified party only if: (i) the indemnified party notifies the indemnifying party, promptly in writing, not later than fifteen (15) days after the indemnified party receives written notice of the claim, (ii) the indemnified party gives the indemnifying party sole control of the defense and any settlement negotiations; (iii) the indemnified party gives the indemnifying party the reasonable information, authority, and assistance the indemnifying party needs to defend against or settle the claim, and (iv) the indemnifying party shall not be responsible for any costs and expenses, including attorneys' fees, incurred by the indemnified party to monitor the defense or settlement of the claim by the indemnifying party. Notwithstanding the foregoing, in connection with the defense or settlement of any such claim, the indemnifying party may not make any admissions on the indemnified party's behalf, may not agree to any injunctive relief or restrictive covenants affecting the indemnified party, and may not settle or compromise any claim in a manner that does not unconditionally release the indemnified party from liability thereunder, without the indemnified party's prior written consent.

11.4. The infringement indemnification in subsection (b) of Section 11.2 will not be provided by Social Sentinel: (i) if the applicable Service was used in breach of this Agreement, (ii) if the Service is altered by a party other than Social Sentinel if the infringement claim could have been avoided by using an unaltered version of the Service, (iii) if Client uses a version of the Service that has been superseded with a new version and the infringement claim could have been avoided by using an unaltered current version of the Service, (iv) to the extent that an infringement claim is based on a product or service not provided by Social Sentinel; or (v) to the extent that an infringement claim is based on the combination by Client of the Service with any products or services not provided by Social Sentinel. This indemnification obligation of Social Sentinel is expressly limited to the rights to use the Service by Client from Social Sentinel.

12. Limitation of Liability. NEITHER PARTY, NOR ANY OF ITS AFFILIATES, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, STOCKHOLDERS, AGENTS, AND EMPLOYEES, SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING DAMAGES DERIVED FROM THE LOSS OF EARNINGS, PROFITS OR GOODWILL OR FROM INCREASED EXPENSES OR COSTS, FORESEEABLE OR UNFORESEEABLE), THAT MAY BE INCURRED OR SUFFERED BY A PARTY OR ANY CUSTOMER OR ANY OTHER PERSON WHETHER UNDER THE LAWS OF CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF SOCIAL SENTINEL UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CLIENT IN THE LAST TWELVE (12) MONTHS PRECEDING THE

FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN, DISCOVERED BY CLIENT. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH SUCH CLAIM OF DAMAGE IS BASED, BE IT IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." The Parties acknowledge that the limitations of liability in this Agreement and the allocations of risk in this Agreement are essential elements of the bargain between the Parties, without which Social Sentinel would not have entered into this Agreement.

13. General Provisions.

13.1. Governing Law. This Agreement is governed by the laws of the State of Vermont without regard to its conflicts of laws provisions, the state and federal courts of which have sole and exclusive jurisdiction to resolve any actions or claims arising out of or in connection with this Agreement. Client submits to the exclusive jurisdiction of such courts for such purpose.

13.2. Entire Agreement; Modifications; Order of Precedence. This Agreement, including any items referenced in this Agreement, is the entire agreement between Client and Social Sentinel regarding Client's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No terms, provisions or conditions of any purchase order or other business form issued by Client relating to this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Social Sentinel to object to such terms, provisions or conditions. Except as otherwise outlined in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed (which may be electronic) by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the Order Form, (2) the TOU, and (3) any exhibits or other attachments to the Agreement.

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

13.4. Independent Contractor. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

13.5. Client Disclosure. Social Sentinel will not disclose the fact that Client is a client of Social Sentinel to the general public or media, unless otherwise required by law, without Client's prior written consent. Notwithstanding the foregoing, Social Sentinel may use Client's name for the limited purposes of training and educating existing and prospective clients without Client's prior written consent.

13.6. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to any Force Majeure Events.

13.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.8. Notices. Notice under this Agreement must be in writing (including electronic format) and sent by postage prepaid first-class mail or receipted courier service to the address below or to such other address (including facsimile or e-mail) as specified below, and will be effective upon receipt:

- To Client: To the contact information provided on the Order Form or as subsequently provided in writing by Client.
- To Social Sentinel: To Social Sentinel, Inc., 128 Lakeside Dr., Suite 302, Burlington, VT 05401, Attention: General Counsel.

13.9. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

[End of Agreement]