

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: September 17, 2025

Presenter's Name and Title: Ricardo M. Simonis, Assistant IT Director

Prepared By: Junior Ambresena, IT Security Manager

Temp. Reso. Number: 8504

Item Description: Temp. Reso. # 8504, APPROVING THE PURCHASE OF CYBERSECURITY PROFESSIONAL SERVICES FROM UNITED DATA TECHNOLOGIES, INC. (UDT) IN THE AMOUNT OF \$32,775, UTILIZING THE NCPA #01-151 CONTRACT. BRINGING THE TOTAL SPEND AMOUNT TO \$105,127 FOR FISCAL YEAR 2025. (Ricardo M. Simonis, Assistant IT Director)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding for the amount of \$ 32,775 is appropriated in the Information Technology Fund, GL Account 504-58-581-516-000-603425 entitled Software License & Maintenance.

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 8504
- Exhibits:
 - Exhibit A: NCPA #01-151 CONTRACT



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Clayton Jenkins, Information Technology Director

DATE: September 11, 2025

RE: Temp. Reso. No. 8504 approving the purchase of cybersecurity professional services from United Data Technologies, Inc. ("UDT")

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8504, approving the purchase of cybersecurity professional services from United Data Technologies, Inc. (UDT) in the amount of \$32,775, utilizing the NCPA #01-151 contract. This brings the total expenditure amount to \$105,127 for fiscal year 2025.

ISSUE: Pursuant to City Code Section 2-412 (a)(1), approval of the City Commission is required for the purchase or contract for service by a single department from the same vendor in a single fiscal year in excess of \$75,000.

BACKGROUND: Section 282.3185 of the Florida Statutes, entitled Local Government Cybersecurity Act (the "Act"), sets forth cybersecurity guidelines and requirements for local governments. Pursuant to the Act, local governments with a population of 25,000 or more, such as the City of Miramar, must adopt cybersecurity standards. The Act requires the City to adopt cybersecurity standards that safeguard its data, information technology, and resources to ensure availability, confidentiality, and integrity.

DISCUSSION: In accordance with the Act, such standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology cybersecurity framework, which the City adopted through resolution 24-125. Procuring these cybersecurity professional services will enable the City to address some of the compliance requirements of the State of Florida mandate.

The purchase of cybersecurity professional services from UDT will be made using the NCPA #01-151 contract for \$32,775, bringing this vendor's total spend to \$105,127 for fiscal year 2025.

ANALYSIS: Funding in the amount of \$32,775 for the purchase of cybersecurity professional services with United Data Technologies, Inc. is budgeted in the IT Department Software License and Maintenance line 504-58-581-516-000-603425 for FY25.

Temp. Reso. No. 8504
9/17/25
9/10/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF CYBERSECURITY PROFESSIONAL SERVICES FROM UNITED DATA TECHNOLOGIES, INC. IN THE AMOUNT OF \$32,775, UTILIZING THE NCPA # 01/151 CONTRACT, BRINGING THE TOTAL EXPENDITURE AMOUNT TO \$105,127 FOR FISCAL YEAR 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is committed to maintaining robust cybersecurity measures to protect sensitive data and ensure operational integrity; and

WHEREAS, section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, section 282.3185 of the Florida Statutes entitled Local Government Cybersecurity Act ("Act"), sets forth cybersecurity guidelines and requirements for local governments; and

WHEREAS, pursuant to the Act, local governments with a population of 25,000 or more, such as the City of Miramar, must adopt cybersecurity standards; and

WHEREAS, in accordance with the Act, such standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology cybersecurity framework, which the City adopted through resolution 24-125; and

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WHEREAS, procuring these cybersecurity professional services will enable the City to address some of the compliance requirements of the State of Florida mandate; and

WHEREAS, the purchase of cybersecurity professional services from United Data Technologies, Inc. will be made using the NCPA #01-151 contract for \$32,775, bringing this vendor's total expenditure to \$105,127 for fiscal year 2025; and

WHEREAS, the City Manager recommends approval of Temp. Reso. No. 8504, approving the purchase of cybersecurity professional services from United Data Technologies, Inc. in the amount of \$32,775, utilizing the NCPA #01-151 contract attached hereto as Exhibit "A," which brings the total expenditure amount to \$105,127 for fiscal year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: the City Manager recommends approving and adopting the required professional services to remediate cybersecurity findings that require immediate attention. This will allow us to properly address these findings in timely manner.

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Section 3: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this resolution shall take effect immediately upon adoption.

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9/10/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards
Mayor Wayne M. Messam

Voted

Reso. No. _____



Request For Proposal # 45-22

Technology Solutions, Products and Services



Due: November 17th 2022 @ 2:00PM

Submitted By:
David wiese
United Data Technologies
2900 Monarch Lakes Blvd
Suite 300
Miramar, Florida 33027
Phone: 800-882-9919
Email: Dwiese@udtonline.com

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Executive Summary

Founded in 1995 by Henry Fleches and Gerard Amaro, United Data Technologies (UDT) is a 100% certified (NMSDC) minority (Hispanic) owned and operated firm that has become an industry-leading technology enabler and solutions provider. Since the firm's inception, Mr. Fleches, Mr. Amaro, and staff have focused on UDT's corporate vision to "*accomplish more*" by supporting the firm's clients as they navigate a hyper-connected world by providing outstanding customer support, innovative technology, and cost-saving solutions.

Since UDT's founding, the company has grown both its infrastructure and capabilities. UDT started with its headquarters in Doral, Florida, eventually building a new location and relocating to Miramar, Florida. Over the years, UDT has added two state-of-the-art facilities in the Orlando area. UDT's current Configuration Center has serviced the firm's configuration and deployment needs for more than nine years and is transitioning into a dedicated UDT Customer Support Center (CSC) to expand capacity and capability to support extensive enterprise efforts. The UDT CSC has been re-designed to meet fleet management challenges through dedicated depot workflows, inventory controls, contingent storage capabilities, technician expansion, and business continuity priorities through safe social distancing in case of the ongoing pandemic. Currently, UDT is also opening a new state-of-the-art Customer Integration Center (CIC). This purpose-built facility will be wholly dedicated to increasing First Touch Services (imaging, etching, tagging, warehousing, and delivery). The CIC will have the capacity to support the firm's clients and provide the ability to turn around fully configured devices more efficiently with higher daily volumes and the ability to warehouse more than three times UDT's current storage capacity. UDT's CIC will also allow for continuity of operations to minimize the impact of natural disasters and pandemic situations.

In addition to these two facilities, UDT maintains a 24/7 Help Desk and a Network Operations Center (NOC). The NOC is located in a safeguarded location where UDT's experts work to monitor all customer devices, track activity, and handle issues in real-time. UDT also has physical locations in Oklahoma, Tennessee, and Texas. In addition to firm facilities, UDT maintains an extensive fleet of vehicles and logistical support operations tools, such as UDT's Asset Tracking and Management System (ATMS).

Regarding capabilities, UDT, in its infancy, began supporting K-12 educational organizations based in Florida. This support of K-12 educational organizations expanded to include commercial and government organizations. With this expansion, UDT increased its corporate capabilities to offer services that include consulting, selection, procurement, configuration, deployment, integration, in and out of warranty support, as well as asset disposition. As the years have passed, UDT has leveraged its extensive experience, permitting the firm to simplify its technology procurement and implementation plans, processes, and resources to execute long-term strategies that allow UDT to quickly adapt to new situations, such as the COVID-19 pandemic.

Over the years, UDT has also expanded its security services. The firm's inclusion of a comprehensive security offering is a direct result of the need UDT witnessed among clients in response to cyberattacks experienced within their respective industries. UDT has invested heavily in its security practice and continues to expand and enhance its offerings to provide UDT clients



with a total technology solution. UDT employs certified security professionals who are experts in their respective practice areas such as penetration testing, security, and vulnerability assessment, risk assessment, and incident response. As a result of UDT's security experience and expertise, in 2019, the firm introduced its UDTSecure™ product, an advanced suite of managed security and threat intelligence services and solutions that help secure assets and enhance overall security posture.

UDT's infrastructure and capabilities are further enhanced by the firm's 250 plus dedicated employees who day-in and day-out provide UDT clients with exceptional service and truly embrace the firm's corporate values and mission.

Throughout UDT's history, a high value has been placed on the firm's partnerships with its clients and industry partners. UDT proudly supports a wide range of public and commercial clients. In the commercial sector, the firm supports companies such as Petco, Auto Nation, Marriott, and Del Monte. UDT also counts several major Federal organizations as clients, including the Department of State, Department of the Navy, and Department of Energy. Regarding our support of state, local, and educational institutions, UDT supports the State of Texas, the State of Tennessee, the State of North Carolina, and the State of Florida. Concerning our long-established commitment to K-12 educational organizations, UDT currently provides products and services to over 45 K12 school Districts including the 12 of the US Top 20 School Districts in the US.

UDT has been an active member on advisory boards for some of the leading technology innovators such as Intel, Microsoft, HPI, Cisco, Samsung, and Lenovo. Due to UDT's presence in the market, the firm is able to stay at the forefront of leading-edge technologies while providing valuable insight to its partners regarding the industries the firm supports, resulting in benefits to UDT's clients.

Over the last 27 years, UDT's demonstrated excellence has been recognized by clients and industry publications. UDT has been the recipient of series of awards, including Inc.500, CRN's Top 150, UDT's continued focus on commercial entities, state and local governments, and educational organizations have propelled UDT to be the largest privately held technology company headquartered in Florida.

Thank you for allowing us the opportunity to participate in this solicitation.

Kindest Regards

David Wiese / Vice President SLED Texas

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent 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.

The respondent 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.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

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.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

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.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

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

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment
-

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC 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.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this 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.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency 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.

Legal Obligations

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

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; 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

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. 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.

Termination

Either party 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.

Open Records Policy

Because Region 14 ESC is 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 respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are 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.

I have read, acknowledged, and agreed with the Statements, Requirements, and Terms and Conditions listed by Region 14 ESC in this Master Agreement

Name: David Wiese
Title: Vice President SLED Texas

Signature: *David Wiese*
Date: 10/29/2022

TAB 2

NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and United Data Technologies, Inc. dba UDT ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-151, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions, Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

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

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

United Data Technologies, Inc. dba UDT
Vendor Name

Matthew Mackel
Name

David Wiese
Name

Director, Business Development
Title

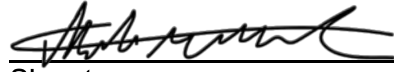
VP SLED Texas
Title

PO Box 701273
Address

7500 Rialto Blvd Suite 250
Address

Houston, TX 77270
Address

Austin, TX 78735
Address


Signature


Signature

December 1, 2022
Date

10/24/2022
Date

TAB 3

VENDOR QUESTIONNAIRE

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

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
☐ American Samoa	☐ Northern Mariana Island
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

☐ All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes
 ☐ Maybe
 ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes
 ☐ Maybe
 ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☒ Minority/Women Business Enterprise
 Respondent Certifies that this firm
 a Minority / Women Business Enterprise

☐ Historically Underutilized Business
 Respondent Certifies that this firm is a
 Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☒ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Miramar,
State of Florida.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- ☐ 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

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: _____

Processing Contact Information

Contact Person	<u>David Wiese</u>
Title	<u>VP SLED Texas</u>
Company	<u>United Data Technologies, Inc. dba UDT</u>
Address	<u>7500 Rialto Blvd Suite 250</u>
City/State/Zip	<u>Austin, TX 78735</u>
Phone	<u>800-882-9919</u>
Email	<u>Dwiese@udtonline.com</u>

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. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- ☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

TAB 4 VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.

UDT Response:

United Data Technologies Inc. dba UDT

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

UDT Response:

Founded in 1995 by Henry Fleches and Gerard Amaro, United Data Technologies (UDT) is a 100% certified (NMSDC) minority (Hispanic) owned and operated firm that has become an industry-leading technology enabler and solutions provider. Since the firm's inception, Mr. Fleches, Mr. Amaro, and staff have focused on UDT's corporate vision to "*accomplish more*" by supporting the firm's clients as they navigate a hyper-connected world by providing outstanding customer support, innovative technology, and cost-saving solutions.

Additional Facts about UDT:

- Partners with Cisco, Microsoft, HPE, HP Inc, Intel, and others
- Ranked as one of the 50 fastest growing IT companies in the US (Everything Channel)
- Winner of Microsoft's 2016 Azure Acceleration, 2015 Triple Crown, 2015 CRN awards, and more
- Lead advisory council participant in – HP Public Sector, Cisco Advisory, Microsoft Cloud Solution, HP CEO roundtable, etc.
- 100% certified (NMSDC) minority (Hispanic) owned and operated firm.
- Team of over 250 hand-picked experts that are carefully screened and evaluated, engineers, consultants, strategists, and specialists.
- Company culture that prioritizes integrity, excellence, and teamwork.
- Community outreach programs that focus on giving back with a smile.

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

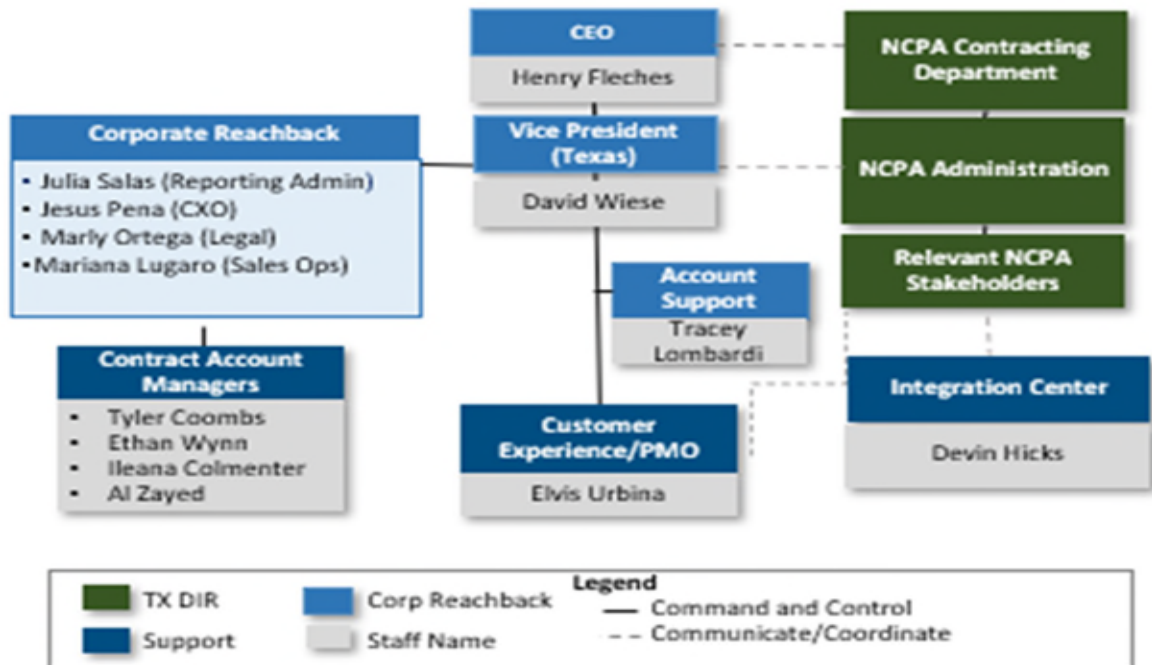
UDT Response:

United Data Technologies (UDT) D&B Number is 93-364-0682

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- Company's organizational chart of those individuals that would be involved in the contract.

UDT Response: Texas Org Chart



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- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.

UDT Response:

UDT

UDT Locations



HEADQUARTERS	2900 Monarch Lakes Blvd. Suite 300 Miramar, FL 33027 P: (954) 308-5100	TEXAS	7500 Rialto Blvd Suite 250 Austin, TX 78735 P: (512) 466-3405
MIAMI LAKES	14042 N.W. 82nd Ave. Miami, FL 33016 P: (786) 364-6097	ORLANDO CUSTOMER SUPPORT CENTER	9436 Southridge Park Ct. Suite 800 Orlando, FL 32819 P: (800) 882-9919
TALLAHASSEE	1621 Metropolitan Blvd. Suite 102 Tallahassee, FL 32308 P: (850) 329-6215	ORLANDO CUSTOMER INTEGRATION CENTER	2612 Consulate Drive, Suite 100 Orlando, FL 32819 P: (800) 882-9919
TAMPA	5426 Bay Center Dr. Suite 725 Tampa, FL 33609 P: (800) 882-9919	OKLAHOMA	13900 N. Portland Ave. Suite 170 Oklahoma City, OK 73134 P: (405) 567-4080
TENNESSEE	209 10TH Ave. South Suite 530 Nashville, TN 37203 P: (615) 567-4080		

Team Member	Title	Address	Phone Number	Email
David Wiese	Vice President of SLED Sales - Midwest	100 Congress Avenue Suite 2000 Austin, TX 78701	Phone: 512-466-3405	dwiese@udtonline.com
Brandon Bryant	General Manager - Central	13900 N. Portland Avenue Suite 170 Oklahoma City, OK 73134	Phone: 405-567-4080	bbryant@udtonline.com
Tony Cossio	Vice President of SLED Southeast	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 800-882-9919 Ext. 5146	tcossio@udtonline.com
Paula Euse	VP Marketing	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone:	peuse@udtonline.com
Marly Ortega	Legal / Contract Management	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 800-882-9919 Ext 5256	legalsupport@udtonline.com
Mike Sanchez Chief Information Security Officer	Chief Information Security Officer	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 954-554-9674	Msanchez@udtonline.com
Elvis Urbina	Project Management	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 305-606-6214	Eurbina@udtonline.com
Marcos Galigarcia	Senior Cyber Security Consultant	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 800-882-9919	mgaligarcia@udtonline.com
Noah Witte	Senior Cyber Security Engineer	2900 Monarch Lakes Blvd. Miramar, FL 33027	Phone: 800-882-9919	nwitte@udtonline.com
Victor Moreno	Cyber Security Consultant	2900 Monarch Lakes Blvd.	Phone: 800-882-9919	vmoreno@udtonline.com

- Define your standard terms of payment.

UDT Response:

UDT's Standard Payment Terms are NET 30

- Who is your competition in the marketplace?

UDT Response:

While there are few VARs that are able to offer the breadth of products, services, Cybersecurity offerings, we do encounter common competition with CDW-G, Accenture, and Insight depending on the scope of the opportunity.

- What differentiates your company from competitors?

UDT Response:

United Data Technologies is the only company that has the logistical and financial capacity to offer schools a comprehensive portfolio of products and services for Information Technology, Instructional Technology, Professional Development, Cybersecurity, Campus Security (Mass Notification Systems), Managed Services, CoIT Staffing, E-rate fulfillment for both equipment and services, and Technology Lifecycle Management. UDT, has been committed to working with all of our clients to be able to work on all technology projects end to end. From idea development, planning, budgeting, acquisition, roll-out Project Management, Property Control, and Asset Management, support, and maintenance, all the way to responsible asset disposition. Through UDT's 27 years of experience in the Education market, we have gained invaluable insight into what really matters when planning, deploying, and maximizing technology resources. This unequivocally translates to districts better planning and better utilizing their available resources.

Lastly, UDT is an active member on advisory boards for some of the leading technology innovators such as Intel, Microsoft, HPI, Cisco, Samsung, and Lenovo. Due to UDT's presence in the market, our firm can stay at the forefront of leading-edge technologies while providing valuable insight to its partners regarding the industries the firm supports, resulting in benefits to UDT's clients.

- Describe how your company will market this contract if awarded.
Describe how you intend to introduce NCPA to your company

UDT Response:

UDT is dedicated to serve public sector clients with offices in several states. Our marketing department is extremely efficient at communicating success stories as well as major wins throughout the company via monthly newsletters, additionally each State VP holds weekly team calls to introduce new contracts as well as approach and marketing initiatives.

Additionally, through coordination with every Vice President, our marketing department, and our strong

relationships with all leading manufacturers; UDT will work closely with the appropriate personnel at the NCPA or the individual schools to create and promote marketing campaigns to include, new product launches, grant opportunities, and education industry trends. These campaigns can be, Email, Mailings, Presentations, Road shows, Demo equipment, or live webinars.

1) Demand Generation Events

- Email Marketing Campaigns
- Seminars/Event
- Customer Briefings
- Industry Tradeshows
- Online Digital Marketing Campaigns

2) Telemarketing Campaigns

- White Space
- Existing Customers – New Opportunities

Based on any upcoming activities, each quarter UDT will work with the VP of Sales to create a plan that is beneficial for both parties based on current funding, initiatives and as needed.

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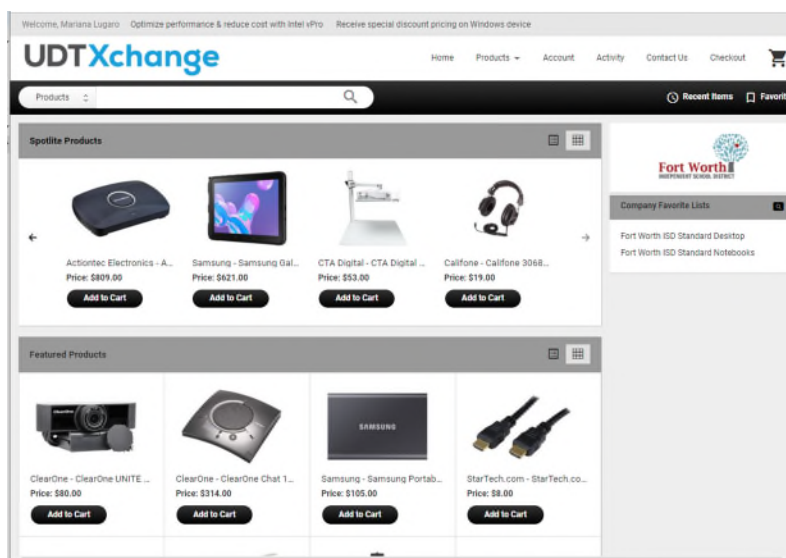
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

UDT Response:

The UDT E-Store is located at <https://shop.udtonline.com> and can be customized to meet your standards. UDT will provide the users identified by the district's personnel. Purchasing and IT will have the ability to browse the catalog showing rich content descriptions and photos, and complete technical specifications.

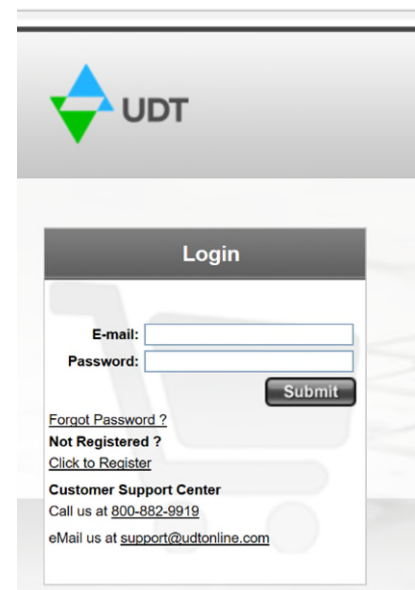
UDT will work with the district's Purchasing Team to determine the access and views allowed to end-users.

Sample E-Store Screenshot



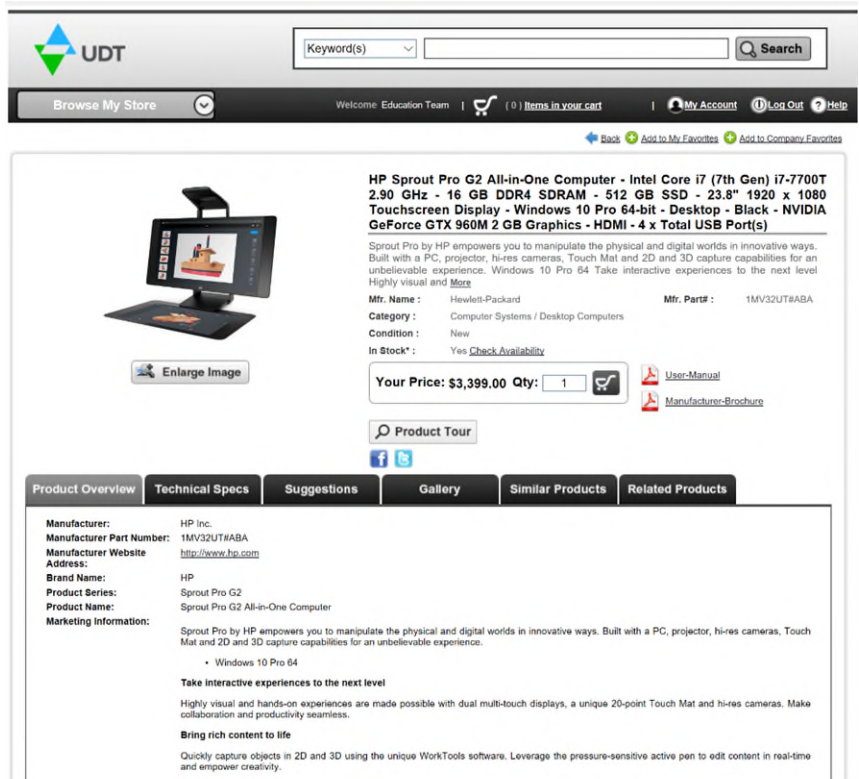
Accessing the store -

- Store can be made public or private based on to whom you want to provide access
- Quick & Easy registration for new Users.
- Catalog, Pricing, Shipment Methods, Payment Method etc. can be configured based on logins



Catalog & Content

- Adding a new product/catalog is quick and easy. We currently have a catalog of 1M + IT SKU's coming from multiple distributors.
- Rich content like Images, Tech Specs, Long description, Brochures, Related and similar products etc.
- Easy to order pre-configured bundles and standards
- Contract Catalog- Ability to handle contract specific SKUs
- Ability to associate multiple contracts to a buyer so that they can browse and buy from multiple contracts
- EPEAT, 508 etc. compliance & other Green Compliance Data



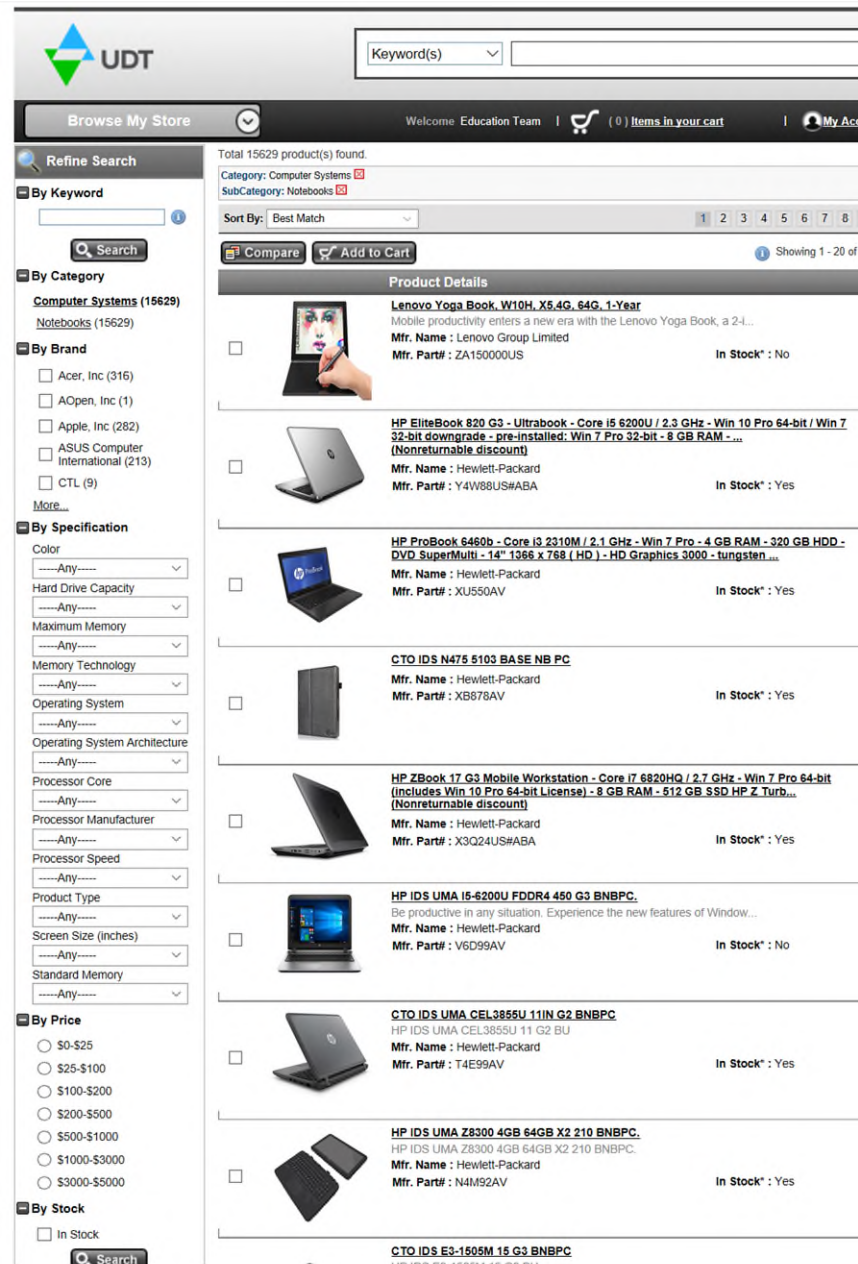
The screenshot shows the product page for the HP Sprout Pro G2 All-in-One Computer. The page includes a search bar at the top, a navigation bar with links like 'Browse My Store', 'Welcome Education Team', and 'My Account'. The product image shows the HP Sprout Pro G2 All-in-One Computer. The product details section lists the specifications: HP Sprout Pro G2 All-in-One Computer - Intel Core i7 (7th Gen) i7-7700T 2.90 GHz - 16 GB DDR4 SDRAM - 512 GB SSD - 23.8" 1920 x 1080 Touchscreen Display - Windows 10 Pro 64-bit - Desktop - Black - NVIDIA GeForce GTX 960M 2 GB Graphics - HDMI - 4 x Total USB Port(s). The price is \$3,399.00 and the quantity is 1. The page also includes a 'Product Tour' button and a 'Product Overview' tab. The 'Product Overview' tab shows the manufacturer (HP Inc.), manufacturer part number (1MV32UT#ABA), manufacturer website (http://www.hp.com), brand name (HP), product series (Sprout Pro G2), product name (Sprout Pro G2 All-in-One Computer), and marketing information (Sprout Pro by HP empowers you to manipulate the physical and digital worlds in innovative ways. Built with a PC, projector, hi-res cameras, Touch Mat and 2D and 3D capture capabilities for an unbelievable experience. Windows 10 Pro 64. Take interactive experiences to the next level. Highly visual and hands-on experiences are made possible with dual multi-touch displays, a unique 20-point Touch Mat and hi-res cameras. Make collaboration and productivity seamless. Bring rich content to life. Quickly capture objects in 2D and 3D using the unique WorkTools software. Leverage the pressure-sensitive active pen to edit content in real-time and empower creativity).

Searching on Store

- Powerful search engine with guided "refine search" and filtering capability
- Advanced Search supported on Store
- Parametric Search Supported on Store
- Side by Side Comparison between two or more products
- Sorting of products by Availability, Alphabets, Price, Best Match etc.
- Top Navigation bar can be customized to enhance search
- Favorites – both login based favorites and organization wide favorites supported.

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- Popular & Featured products are supported.



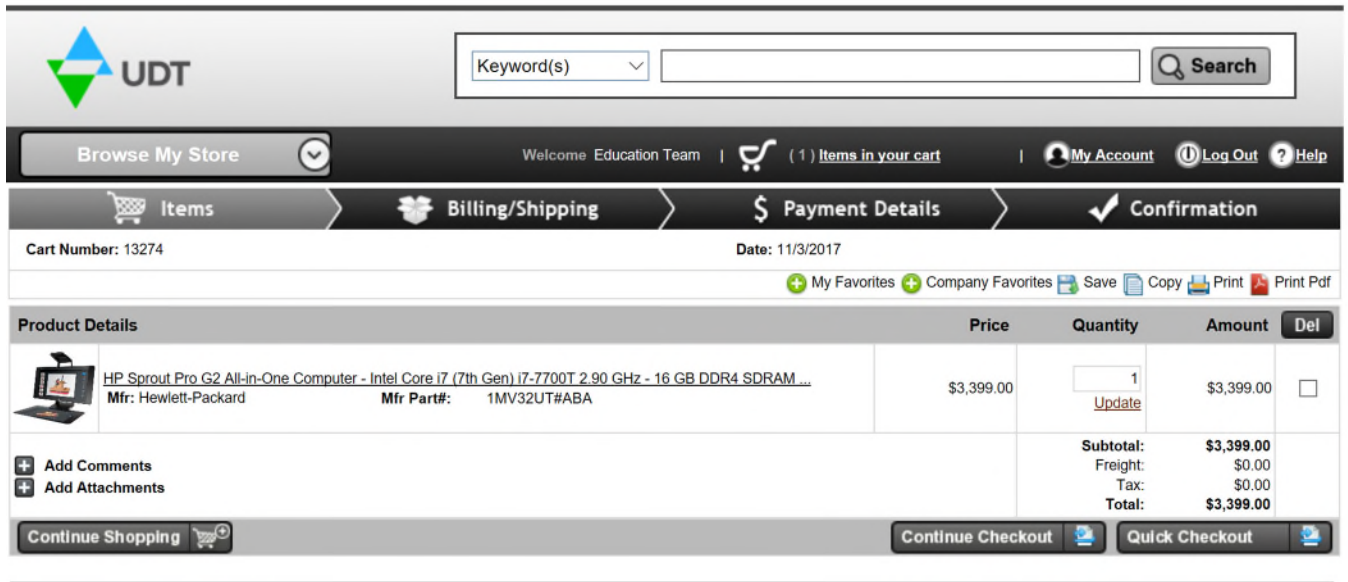
The screenshot displays the UDT online store interface. At the top, there's a search bar and navigation links. The left sidebar allows for refining search results by keyword, category (Computer Systems, Notebooks), brand (Acer, Apple, ASUS, CTL), and various specifications like color, hard drive capacity, memory, and processor. The main content area shows a list of products, including the Lenovo Yoga Book, HP EliteBook 820 G3, HP ProBook 6460b, CTO IDS N475 5103 BASE NB PC, HP ZBook 17 G3 Mobile Workstation, HP IDS UMA I5-6200U FDDR4 450 G3 BNBPC, CTO IDS UMA CEL3855U 11IN G2 BNBPC, and HP IDS UMA Z8300 4GB 64GB X2 210 BNBPC. Each product entry includes a thumbnail image, a brief description, manufacturer name, part number, and stock status.

- Upsell / Cross sell supported and can be set up if needed

Check Out

- Easy checkout - with clear steps, and single one-click buying
- Multiple Bill to / Ship to Addresses supported
- Supports Government Issued Purchase orders and Government Issued Credit Cards
- Ability to show "List Price" with user designated savings on the store

- "Request for Quote" option available on store – where if you are not confident of buying you can request a Quote/Call from UDT Sales Rep



The screenshot shows the UDT online store interface. At the top, there is a search bar with a dropdown menu for "Keyword(s)" and a "Search" button. Below the search bar is a navigation bar with links for "Browse My Store", "Welcome Education Team", "(1) Items in your cart", "My Account", "Log Out", and "Help". The main navigation bar includes "Items", "Billing/Shipping", "Payment Details", and "Confirmation". The cart details section shows "Cart Number: 13274" and "Date: 11/3/2017". Below this, there are links for "My Favorites", "Company Favorites", "Save", "Copy", "Print", and "Print Pdf". The product details table lists the following item:

Product Details	Price	Quantity	Amount	Del
 HP Sprout Pro G2 All-in-One Computer - Intel Core i7 (7th Gen) i7-7700T 2.90 GHz - 16 GB DDR4 SDRAM ... Mfr: Hewlett-Packard Mfr Part#: 1MV32UT#ABA	\$3,399.00	1 Update	\$3,399.00	☐
Subtotal: \$3,399.00 Freight: \$0.00 Tax: \$0.00 Total: \$3,399.00				

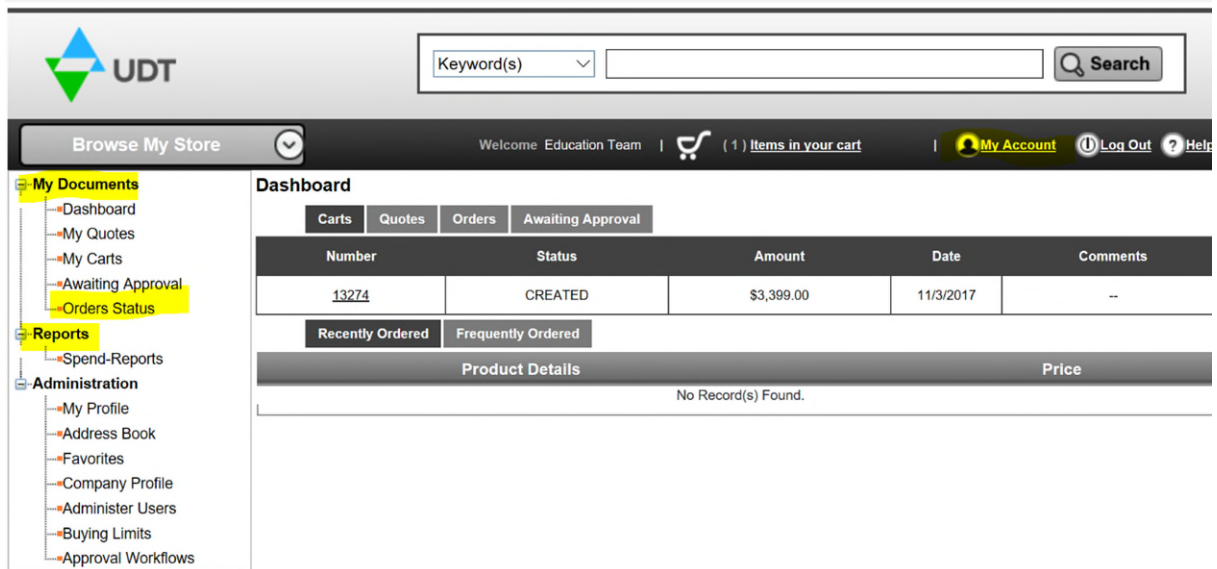
Below the table, there are links for "Add Comments" and "Add Attachments". At the bottom, there are buttons for "Continue Shopping", "Continue Checkout", and "Quick Checkout".

Tracking your Account

- Powerful Dashboard provides Recent and frequent orders and also most recent quotes, carts, orders etc.
- Check Quotes sent by UDT on the store online.
- Check full history of quotes, Carts, Orders in MY Account section
- Serial Numbers, Shipment Tracking numbers etc. supported

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- Powerful end User reporting



The screenshot displays the UDT web application interface. At the top, there is a search bar with the text "Keyword(s)" and a "Search" button. Below the search bar, a navigation bar includes "Browse My Store", "Welcome Education Team", a shopping cart icon with "(1) Items in your cart", and links for "My Account", "Log Out", and "Help".

On the left side, there is a sidebar menu with the following sections:

- My Documents**
 - Dashboard
 - My Quotes
 - My Carts
 - Awaiting Approval
 - Orders Status
- Reports**
 - Spend-Reports
- Administration**
 - My Profile
 - Address Book
 - Favorites
 - Company Profile
 - Administer Users
 - Buying Limits
 - Approval Workflows

The main content area is titled "Dashboard" and features several tabs: "Carts", "Quotes", "Orders", and "Awaiting Approval". The "Orders" tab is currently selected, displaying a table with the following data:

Number	Status	Amount	Date	Comments
13274	CREATED	\$3,399.00	11/3/2017	--

Below the table, there are two more tabs: "Recently Ordered" and "Frequently Ordered". The "Recently Ordered" tab is selected, showing a table with the following data:

Product Details	Price
No Record(s) Found.	

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

UDT Response:

UDT believes in a high touch sales model and will provide the NCPA members a dedicated team to include an Account Manager, Inside Sales Support Representative, Sales Operations Administrator, and Customer Service Representative. UDT's dedicated account manager must handle questions and resolve problems that may arise. At least one Customer Service Representative will be available during UDT's operating hours. UDT will offer a "wait in queue" or voicemail option with a callback. All service representatives will have on-line access to information to provide an immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, district-wide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives will be available by phone (local or tollfree number preferred) or email.

Hours of Operation: UDT's hours of operation are 7:00 AM to 5:00 PM EST.

- Green Initiatives (if applicable)
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and

UDT Response:

Where applicable, and to continue to drive the UDT Green IT initiative, desktops and workstations will be delivered by UDT resources unboxed to end user location. As an example, laptops will be delivered within laptop carts where possible.

- This allows for less cardboard to end up at end user location.

- UDT can responsibly recycle this cardboard at its Configuration Center location as opposed to this cardboard being disposed of within site dumpster
- While this option may not always be feasible within the customer
-

environment, UDT utilizes this model as a standard practice within its Configuration Center location to recycle over 5 tons of cardboard monthly. In addition, UDT offers an enhanced support program that increases hardware lifespan, reducing environmental impacts from replacing products that still have useful life. With this uplifted service, we will recycle parts from customer devices that meet the beyond economic repair criteria to repair their own product.

responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort, we ask respondents to provide their companies' environmental policy and/or green initiative.

- **Anti-Discrimination Policy (if applicable)**
 - Describe your organizations' anti-discrimination policy.

UDT Response:

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) **Non-discrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) **Equal Employment Opportunity.** The following Equal Employment Opportunity requirements apply to this Contract:

- a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- b) **Age.** In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c) **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
- d) **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) **Sanctions of Non-Compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Vendor Certifications (if applicable)

- o **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

UDT Response:

UDT partners with top tier leaders in the industry to provide the latest products, from personal computing to customized, complex solutions. In addition to holding many manufacturer certifications, UDT participates in the following Advisory Councils:

Intel Solution Provider Advisory Council
 HP Public Sector Advisory Council
 HP CEO Roundtable Council
 Cisco Advisory Council
 Microsoft Cloud Solution Provider Council

By participating in these advisory councils, UDT remains on the forefront of technology and has the ability to impact roadmaps and changes in product solutions if needed. UDT is a Cisco Gold Partner and has over 20+ Cisco Certified Engineers. UDT's has an array of certified engineers as it relates to the more complex technologies such as Virtualization, Security, and VOIP to name a few. In addition, UDT has in house repair warranty authorized technicians for HP, Dell and Lenovo.

UDT Certifications & Classifications

PCI-QSA Firm

SOC 1 & SOC 2 Certified

SSAE-16 & 18 certified platforms

NAICS – 541513

Socio Economic – Minority Owned Enterprise (Hispanic Owned) – NMSDC Certificate shown below.



TAB 9

REQUIRED DOCUMENTS

• Federal Funds Certifications	✓
• Clean Air and Water Act & Debarment Notice	✓
• Contractors Requirements	✓
• Required Clauses for Federal Assistance by FTA	✓
• Federal Required Signatures	✓
• Antitrust Certification Statements Texas Government Code § 2155.005	✓
• State Notice Addendum	✓

UDT Response:

All requested documents, attached below on the Required Documents Section. You may use the bookmarks on the left side to navigate directly to each of them.

TAB 5

PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

Products

- Laptops / Notebooks / 2-in-1s
- Tablets
- Desktop Computers
- Workstations – Fixed and Mobile
- Gaming Devices
- Chromebooks – Education and Enterprise
- Servers
- High Performance Computing
- Data Storage / Drives
- Converged Infrastructure
- Hyper Converged Infrastructure
- Cloud Products
- Software
- Security Solutions
- Data Protection HW / SW
- Networking
- Internet of Things (IOT)
- Sensors & Edge Devices
- Printers & Accessories

- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Displays / Large Format Displays / Interactive Flat Panels
- Spare Parts
- Accessories / Cables
- Battery Back-up / Power / Surge Protectors
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- Commercial-Off-the-Shelf (COTS) Software
- Software-as-a-Service (SaaS)
- Infrastructure-as-a-service (IaaS)
- Platform-as-a-Service (PaaS)
- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Services

- Deployment & Installation
- Professional Services
- Consulting Services
- Security Services
- Business Continuity / Business Resiliency
- Disaster Recovery
- VMware Professional Services
- Microsoft Professional Services
- AWS Product and Services
- Application Services – End User
- Application Services – Data Center
- Residencies
- Managed Services – End User
- Managed Services – Data Center
- Education & Training
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Asset Lifecycle Management
- Asset Recovery

Financial Services Offerings:

- Infrastructure-as-a-Service (IaaS)
- Leasing for Public and Private/Commercial Entities with schedules included for:
 - Fair Market Value Lease
 - Purchase Option Lease

- Tax Exempt Lease Purchase Lease
- Flex Lease Purchase
- PC-as-a-Service
- Software Schedule
- Deferred Payments (Direct and Indirect Financing)
- Payment Agreements
- Usage Agreements.

UDT Response:

Product and Technical Capabilities: With forward-thinking state-of-the-art service technology offerings, extensive industry-leading engineering skill sets, and comprehensive support practices, UDT is recognized across the country as a leading provider of Information Technology for the education community, especially in the Florida region. By chairing or being an active member on advisory boards for some of the leading technology innovators in the industry like Intel, Microsoft, HPI, Cisco, Samsung, and Lenovo, UDT is able to stay at the forefront of leading-edge technologies, in turn providing valuable feedback directly to these organizations received from our critical K-12 customers. We are a recognized/authorized partner to many manufacturers of computing, display, and instructional devices, including those located in Gartner's Magic Quadrant such as HP, Dell, and Lenovo. With our comprehensive capabilities, UDT facilitates the support activities for many leading manufacturers such as HP, Dell, Lenovo, Microsoft, Samsung, Apple, Acer, and others. Through our service depots, also located within our integration center in Orlando, Florida, UDT can fully support SDOC and our Florida educational clients with demonstrated experience quickly increasing our resources to support unforeseen situations such as severe weather events or the covid-19 pandemic. With the addition of our new integration center in the Orlando area, UDT can configure over 1 Million units a year.

WE have attached a comprehensive list of all Industry Leading Brands of Computing Devices, Servers, Peripherals., Software, Professional Services, that we can make available to the NCPA Cooperative and all of it affiliate school districts.

Please note that due to the great diversity of manufacturers, product lines, professional services, lifecycle services, the discount reflected is a minimum guaranteed, however in most cases our Account Managers will quote the districts needs through every source available and will very likely offer a much more advantageous discount point. Additionally, UDT will extend a balance of line discount for all items that for some reason may have not been listed in the attached price matrix.

Tab 8 - Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

UDT Response:

UDT has included additional products and services offerings in Tab 7.

Known by our clients as a trusted partner, we provide flexible and interoperable solutions. Along the way, we offer a complete spectrum of technical, professional, and managed services to a broad range of industries. Whether your enterprise is private or public, medium or massive, we will move you forward with solutions that work within your timelines, budget, and unique technology framework. *We will maximize the impact of your mission.*

UDT's portfolio of services include:

Managed Services

Cooperative IT • Remote Monitor and Manage • Help Desk • Onsite Support • Advisory (Virtual CIO)

Managed Security

Managed Firewall • Managed IPS/IDS • End Point Security • Managed SIEM • Incident Response

Managed Cloud

Back Up • Desktop as a Service • Office 365 • Unified Communications

Advanced

Advisory and Consulting • Deployment • Implementation • Integration • Staff Augmentation • Project Management

Technical

Etching • Asset Tagging • Warranty • Field Repair • Asset Tracking
UDT's portfolio of solutions include:

Collaboration

Collaborative Workspaces • Audio / Visual Communications • Conferencing

Data Center

Management and Automation • Customized Network Solutions • Network Performance

Optimization

Cloud

Readiness Assessment • Public, Private, Hybrid • Microsoft Azure and 365 • Backup and Restore

Cybersecurity

Threat Management Services • Technical Security Assessment • Compliance

Mobility

Assessment and Design • Outdoor Mobility • Device Management • Internet of Things

Education

Hands-On Learning Solutions • STEAM and Makerspaces • Digital Learning Convergence

If awarded the opportunity to be listed as one of the suppliers for this bid, we will be able to offer the members of NCPA a comprehensive portfolio of other IT industry leaders. In addition, UDT offers a Balance of Line category to provide NCPA members the ability to buy other devices and services outside of the current products listed in the catalogs represented currently as new product introductions are made or required.

Along with UDT's valuable partnerships with the industry's top OEM's, UDT has partnered with most of the major distributors in the US. Through these partnerships, the NCPA members can tap into a vast array of brand name products available to them in several warehouses strategically located throughout the country. Every business day, UDT collects the pricing and availability information from each one of our distribution partners resulting in an online catalog with over 100,000 items and the ability to process orders of available products for next day shipping.

UDT only works with authorized manufacturer distributors.

UDT's Primary Distribution Partners are:

- Ingram Micro
- Tech Data
- Synnex
- D&H Distributing

Distributor line cards include the following:

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LINE CARD NEXT PAGE

LINE CARD					
ADVMICRO	Acer	VIDEO GAMES PLUS.COM	ENCORE SOFTWARE LLC	MONOPRICE, INC.	SHAREGATE GROUP INC.
ALLROUND AUTOMATION	Allied Telesis	1754012 ONTARIO INC. DBA	ENVISION PERIPHERALS INC.	MONOPRICE, INC.	SHARP ELECTRONICS OF
ALTOVA	Allaro	MYGICA	ENVISION PERIPHERALS INC.	MONSTER TECHNOLOGY	SHARP-TRADE
ANIXTER	Amazon	203 TRADING LLC	ENVISION PERIPHERALS, INC.	INTERNATIONAL LTD.	SHENZHEN RAPOO
AOC	Amazon Digital Services	3M	ENVOY DATA CORP	MOORECO, INC	TECHNOLOGY CO. LTD.
APRICORN	American Industrial Systems	3M TOUCH SYSTEMS	EPOS CANADA LIMITED	MOTIV INC.	SHURE INCORPORATED
ATTO TECH	Inc	A-Data	Epson	Motorola	SHUTTLE COMPUTER GROUP
AVAGO	Apple	A2C SERVICES LIMITED	ERGOREST	MOUSETRAPPER NORDIC AB	INC
COHESITY	Autodesk	ACECAD DIGITAL DBA	Ergotech	MSI	SIGNAGELIVE, INC.
COMMVault	Avaya	SOLIDTEK	ERGOVERSE	MTM INC.	SIGNIFY CANADA LTD.
CONDUSIV	AvePoint	AddOn Networks	Ericom	MULTI-TECH SYSTEMS, INC.	SILICONDUST USA, INC.
DISTINOW	Avocor	Adesso	ERWIN INC.	MURATEC STRATEGIC	SIMPALTEK LLC
EDITHMIN INTL	Axiom	ADVANCED SKYLINE	Esker	NANONATION, INC	SIMPLIFIED IT PRODUCTS LLC
EGANTEAMBOARD	BitTitan	TECHNOLOGY LTD.	EVE SYSTEMS LLC	NANOV DISPLAY, INC	SINGLEWIRE SOFTWARE, LLC
EIZO	Bretford	AEVOE CORP	EVGA	NAVORI INC.	SIOS TECHNOLOGY CORP
EMC	Brother	AfterShokz	Evoluent Lic	NCIPHER SECURITY LLC	SKYWORTH USA CORP.
EXCLAIMER	Canon	AG Neovo	Extensis	Nest	SMARTEYES DIRECT INC.
EXITCERTIFIED	Carbonite, Inc	AIDATA	FACEBOOK TECHNOLOGIES LLC.	NETMOTION SOFTWARE, INC	(GALAXY)
F-SECURE	CCX	ALC MICRO	FEIT ELECTRIC COMPANY	NEW AGE ELECTRONICS, INC.	SMARTLABS, INC.
FILEMAKER	Check Point	Alien Vault	Fellowes	NEW ENGLAND TECHNOLOGY, INC	SMK ELECTRONICS CORPORATION, U.S.A.
FORTINET	Cisco Systems	ALTHON INC.	Finisar	INC	SOL REPUBLIC
FREEDOM MOBILE	CyberPower Systems	ALTIS GLOBAL LIMITED	FireEye	NEWLINK.CA INC	SOLARFLARE
HECKTECH	D-Link Systems	Aluratek	Firemon	NEXENTA BY DDN, INC	SONET TECHNOLOGIES
HITACHI	Dell	Amaryllo	FIVE9 INC.	NITRO PDF, INC	COMMUNICATIONS INC.
HITACHIGLB	Digi International	AMBIR TECHNOLOGY, INC.	FixMeStick	NOBLE SECURITY	SOLE SOURCE TECHNOLOGY LLC
IBM	Eaton	AMD	ForeScout Technologies	NOKIA CANADA INC.	SOLO, A DIVISION OF UNITED
ILLUMINARI	Engenius Technologies	Amer Com	Foxit Software Company LLC	NORRIS TECHNOLOGIES, LLC	STATES LUGGAGE CO., LLC
IMPINJ LOGISTICS	Ergotron	AMERICAN WELL CORPORATION	Fujifilm	NORTONLIFELOCK INC. - ESD	SONNET TECHNOLOGIES INC.
JAMF	Extreme Networks	AND A SEAT TECHNOLOGY INC.	G-STYLE LTD.	NORTONLIFELOCK INC. CAD	SONOS INC.
JOLERA					
KAMINARIO	F5 Networks		GAMA WORLD TECHNOLOGIES, INC	NUANCE COMMUNICATIONS	
KHLANDSBG	Fujitsu	Andrea Electronics	Gamber Johnson	NURA OPERATIONS PTY LTD.	SONUS
	Google			NUUO US INC	SOPHOS, INC.
KODAK	Hewlett Packard Enterprise	Antec	Garner Products	NYCOMP INC	SOUL ELECTRONICS LIMITED
KRAMER	HP	Aopen	GENTEC INTERNATIONAL	NYL HOLDINGS LLC.	SPACEPOLE, INC.
LANTRONIX	Intel		GENTEC MARKETING INC	OBUSFORME	SPARKLE POWER INC.
					SPECTRUM BRANDS CANADA, INC.
LAPCABBY	KASPERSKY LAB INC.	APC	GENTEK MARKETING INC.	OKIDATA AMERICAS INC.	SPEECH PROCESSING
LEGRAND	KASPERSKY LABS CDN\$	AppSpace			
MAXON	KASPERSKY LABS CDN\$	Arbor Networks	GENTEK MARKETING INC.	OKIDATA SUPPLIES	SOLUTIONS CANADA INC.
MCAFFEE	CONSIGNMENT	AREA 1 SECURITY, INC.	Getac Inc.	ONELAN LTD.	SPOTIFY AB
		Areca Technology Corp.	GFI Software	OPEN TEXT CORPORATION	SPRACHT
					STANDARD IP SOLUTIONS LTD., DBA STANDARD TELECOM
MELLANOX	KASPERSKY LABS, INC. ESD	Arista Networks	Gigabyte	OPENGear, INC.	
MICROFOCUS	KINGSTON DIGITAL, INC	Arlo	GLOBAL KNOWLEDGE	OPTOMA TECHNOLOGY INC.	STEELCASE INC.
MITEL NETW	KINGSTON TECHNOLOGY	ARROW ELECTRONICS , INC.	NETWORK CANADA INC	ORESUS INC	STM BAGS, LLC
				ORTHOVIA COMERCIO DE PRODUTOS DE INFORMATICA	
NETAPP	COMPANY	ASCOM WIRELESS	GOLDSEAL PALO ALTO		STORAGECRAFT TECHNOLOGY
NETGEAR	KYOCERA DOCUMENT SOLUTIONS CANADA, LTD.	SOLUTIONS	GOLDSEAL POLYCOM	LTD.	CORPORATION

NUJIANX	Lenovo	ASSAULOY RESIDENTIAL GROUP, INC. DISA/ YALE Gaming Cases	OVERLAND STORAGE	STORMAGIC LTD
PARALLEL	Logitech	AudioCodes	Palo Alto Networks	SUNFLEX
OVERLAND	LG	ASUS	Hammond Manufacturing	SWANN COMMUNICATIONS USA INC.
QUATRO	Logitech	Axent	HAVIS, INC	PANORAMA ANTENNAS LTD
PARITAN	MAJWAREBYTES INC.	Alan Technology	HEADWIND CONSUMER PRODUCTS	SWIFTRAGE ACTI LLC
REALVNC	Microsoft	AudioCodes	HID Corporation	PARA SYSTEMS, INC.
PSA	MOBILE EDGE LLC	AVANQUEST NORTH AMERICA, INC.	Hikvision Digital Technology	PARAGON SOFTWARE GROUP CORPORATION
SAFOD PRODUCTS	NEC Display	AVTEQ	HIPRUS N.V.	SYBASE INC
SERVICE	ORACLE CANADA ULC	Adde	HOMEVISION TECHNOLOGY INC.	SYNACOR, INC.
SHARP	PANASONIC CANADA	Communications	House of Marley	SOLUTIONS CAD
SHERWEB	PANASONIC CANADA	AZIO	HOWARD A/S	SYNNEX SUPPLY CHAIN SOLUTIONS USD
SKYMAAS	PANASONIC CANADA	SASYTEL INC.	HUMANSCALE CORPORATION	SYNOLOGY AMERICA CORP.
SOFTCHOICE	CONSUMER DIV	SAKKER ELKHUZEN	IGEL AMERICA SALES CORP	T.G.3 ELECTRONICS, INC.
SOLARWINDS	PANASONIC CANADA INC.	INTERNATIONAL BV Barco	IGLOO PRODUCTS CORP.	TAPLOCK
SONICWALL	PANASONIC CANADA INC.	Sanacoda Networks	INC.	TEAM GROUP INC.
SUSE	PANASONIC-TRADE	Battery Technology Inc.	INKEY LTD.	TEAMVIEWER GMBH
SYMANTEC	PARALLELS INC	Bolton	IMAGILE SPA IMPACT PRINTING AND	TECH WRECKERS INC.
TECH DATA	PARALLELS INC.	BenQ	GRAPHICS, LTD	TEKLYNX INTERNATIONAL
THINKON	PHY TECHNOLOGIES	BeyondTrust Corp	IMPERVIA INC	TELEFIELD NA, INC. TELSTRAD INTERNATIONAL LTD
TRANSITION NET	QNAP INC.	BitDefender	INDIVIDUAL SOFTWARE INC.	TELLUS COMMUNICATIONS COMPANY
VANDESK	QUEST USA CORP.	Black Box Corporation	Infoblox	TERADICI CORPORATION
VSEAM	RIVERBED TECHNOLOGY, INC	BlackBerry	IRBIO	TESSCO TECHNOLOGIES INC.
VERITAS		BLU PRODUCTS, INC.	PRIME IMAGING PRODUCTS	PRINTER PROPERTIES PRO, LLC
VERIV	RUCKUS WIRELESS, INC.	Bosch	INTUIT CANADA ULC ESD	TEXAS INSTRUMENTS CANADA
	Samsung	Boss	IOGEAR INC.	THOULES DIS CPL CANADA, INC.
	Seagate	Branco	IT FOR LESS	THE GOOD USE COMPANY LTD
	SEAL SHIELD CORPORATION	BRAND MANAGEMENT GROUP	Jabra	PRO GAMERSWARE GMBH
	SKYOCK, INC.	BROAD ELECTRONICS	JAM	PROVETHEAN INC
	SONY ELECTRONICS INC	(AMERICA) INC.	JAR SYSTEMS LLC.	PROMISE TECHNOLOGY, INC
	SONY OF CANADA	BROADCOM INC	JT COMPUTERS INC.	PROTECT COMPUTER PRODUCTS INC PULSE
	Statich.com	Brydge	Janiper Networks	SECURE, LLC PURPLE
	SUPERMICRO COMPUTER INC		JACKENWOOD CANADA INC.	WIFI LTD QUICKEN INC.
		Buffalo Technology	KANO COMPUTING LTD.	ESD QUNFI LIMITED
	TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC.	BULLGUARD US, INC. ESD	KEATING - EREPLACEMENTS	TISCO SOFTWARE (IRELAND) LIMITED
	TOSHIBA OF CANADA		INTERNATIONAL	RACK SOLUTIONS, INC
		C2G		BACKROADS INC. LLC
	TOSHIBA-TRADE	CANADA - Calendar 2020	KEMP TECHNOLOGIES INC	TRENDNET, INC
	TRIPP-LITE	CANADIAN ESSENTIALS LTD.	KERIO TECHNOLOGIES INC	RADWARE INC.
	VERBATIM AMERICAS LLC	CAPSA SOLUTIONS, LLC, DSA	KEY Ovation	RAZER USA LTD.
	VERBATIM AMERICAS LLC- MAD CATZ	CAPSA HEALTHCARE	KEYSIGHT TECHNOLOGIES	REALDEFENSE LLC- CONSIGNMENT
	Viewsonic	Casa	KONFTEL INC	REALITY BYTES INC
	WATCHGUARD	BUSINESS M	KORE DESIGN, LLC	RELALUNCH AGGREGATOR
	TECHNOLOGIES INC.	CDI COMPUTER		UTIMACO INC
		CEDAR ELECTRONICS		US VISION SYSTEMS INC

ANTITRUST CERTIFICATION STATEMENTS

TEXAS 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 bid, 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 bid, 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 bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name United Data Technologies dba UDT

Address 7500 Rialto Blvd Suite 250

City/State/Zip Austin, TX 78735

Telephone Number 800-882-9919

Fax Number 954-432-5958

Email Address Dwiese@udtonline.com

Printed Name David Wiese, VP SLED Texas

Title VP SLED Texas

Authorized Signature *David Wiese*

FEDERAL FUNDS CERTIFICATIONS

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror 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.

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

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- 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.
- 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.
- 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 all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), 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.

I hereby further 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.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it 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 NCPA Participating entities in which work is being performed.

Fingerprint & 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.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

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

Offeror United Data Technologies dba UDT

Address 7500 Rialto Blvd Suite 250

City/State/Zip Austin, TX 78735

Authorized Signature *David Wiese*

Date 10/24/2022

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

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- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

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Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

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The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

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Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Offeror United Data Technologies dba UDT

Address 7500 Rialto Blvd Suite 250

City/State/Zip Austin, TX 78735

Authorized Signature *David Wiese*

Date 10/24/2022

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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

United Data Technologies, Inc. dba UDT
Company Name

7500 Rialto Blvd Suite 250
Address

Austin	Texas	
City	State	Zip

800-882-9919	78735
Telephone Number	Fax Number

Dwiese@udtonline.com
Email Address

David Wiese	VP SLED Texas
Printed Name	Position

David Wiese
Authorized Signature

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

THIS CERTIFIES THAT

United Data Technologies, Inc.
dba UDT



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 517911; 541330; 541512; 541513; 541519; 518210; 611430; 811211; 423430

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/01/2022

Issued Date

FL02336

Certificate Number

01/01/2023

Expiration Date


Ying McGuire
NMSDC CEO and President


Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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 Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321	CONTACT NAME: David Ragno PHONE (A/C, No, Ext): 954-724-7000 E-MAIL: dragno@keyescorverage.com FAX (A/C, No): 954-724-7024
INSURED United Data Technologies Inc. UDT 2900 Monarch Lakes Blvd., Suite 300 Miramar FL 33027	INSURER(S) AFFORDING COVERAGE INSURER A : National Fire Insurance Company of Hartford INSURER B : Continental Casualty Company INSURER C : Columbia Casualty Company INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1005363173

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		GL 7015483862	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y		7015483893	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000	Y		CUE 7015483909	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		7017891436	11/1/2021	11/1/2022	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C B	Technology E&O/Cyber Liability D&O/EPLI/Fiduciary Crime			6275958503 652383068	11/1/2021 11/1/2021	11/1/2022 11/1/2022	Liability Limit \$5MM/\$100,000 Ded D&O/EPLI/FID 5MM/5MM/1MM Emp Theft Client Prem \$2MM/\$25,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Computers & Value-Added Services, RFP #SDOC-22-P-092-IL

The School Board of Osceola County, Florida is included as Additional Insured as respects to Commercial General Liability and Automobile Liability Insurances as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice / 10 Days for Non-Pay

The School Board of Osceola County, Florida
817 Bill Beck Boulevard
Kissimmee FL 34744-4492

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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Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific Instructions on page 3.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**United Data Technologies, Inc.****2** Business name/disregarded entity name, if different from above**UDT; UDT Financial Services****3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.☐ Individual/sole proprietor or single-member LLC☐ C Corporation☒ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☐ Other (see instructions) ►**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.**2900 Monarch Lakes Boulevard, #300****6** City, state, and ZIP code**Miramar, FL 33027****7** List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.**Social security number**

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or

Employer identification number

6	5	-	0	5	6	6	1	3	8
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign
Here**Signature of
U.S. person ►

Date ►

1/14/2022**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.