

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND AMAZON WEB SERVICES INC. FOR CLOUD COMPUTING SERVICES NO. 13995

This Addendum Agreement (the "Agreement") entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the "County"), and Amazon Web Services, Inc., ("AWS"), a Corporation authorized to do business in the State of Florida. Collectively, the County and AWS are referred to herein as the "Parties" and individually, as appropriate, as a "Party."

WHEREAS, the County requires the services of AWS to provide Cloud Computing Services; and,

WHEREAS, AWS is a party to Contract # RH-22-026, an agreement between AWS and the City of Rochester Hills, with OMNIA Partners a Government Cooperative Purchasing Alliance, serving as administrator for the City, incorporated and attached to this Addendum as **Exhibit "1"** (the "OMNIA Agreement"); and,

WHEREAS, Alachua County has solely determined, that pursuant to Chapter 22, Section 22.11 (13) of the Alachua County Procurement Code, the procurement of the services to be provided by AWS to the County pursuant to this Agreement are exempt from the County's formal bidding and request for proposal processes; and

WHEREAS, the Parties agree to the terms and conditions of the OMNIA Agreement, except as modified herein,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Agreement.
2. The Parties agree to be bound by the OMNIA Agreement as authorized by Section 22.11 (13) of the Alachua County Procurement Code, except as modified below:
3. The Parties agree to the following provisions.
 - a. For the purposes of this Agreement, all references in the OMNIA Agreement to the "Customer" in the AWS Enterprise Agreement shall be read to be a reference to Alachua County Florida, or its divisions, departments, agencies or employees for purposes of Alachua County's purchases under RH-22-026.

b. Term

- i. The Term of this Agreement is effective upon execution by both Parties and continues for the Term of the OMNIA Agreement, which is currently December 31, 2027. The Term of this Agreement may be extended in the event that the OMNIA Agreement is extended.
- ii. The County's performance and obligation to pay under this Agreement is

contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement. Notwithstanding the foregoing, the County shall be obligated to pay for Services rendered and shall be invoiced by AWS accordingly.

c. **Payment:**

- i. The County agrees to pay AWS an annual amount Not to Exceed \$55,000 annually. Notwithstanding the foregoing, the County shall be obligated to pay for any Services rendered and shall be invoiced by AWS accordingly. For the purposes of this Agreement Annually shall be considered October 1 through September 30 of any year.
- ii. Pricing offered under this Agreement is the publicly listed current pricing at <https://aws.amazon.com/pricing>.
- iii. As a condition precedent for any payment, the Contractor shall submit invoices to the County in accordance with the Services used. AWS's invoice shall describe with reasonable particularity each service rendered, the billing period of services rendered and the account(s) rendering such service. The County shall be invoiced and submit payments as per the term of the OMNIA Agreement.

d. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.

e. The Contractor shall meet the minimum insurance requirements of the OMNIA Agreement. The Contractor's Memorandum of Insurance, including the current limits, can be accessed here: <https://ir.aboutamazon.com/Amazons-Insurance/>. Additionally, as of the date of this Agreement, the Contractor has elected to self-insure its Professional/Cyber liability exposure.

f. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

- i. Keep and maintain public records required by the County to perform the Services.
- ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

- by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
- iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems
 - v. Failure of AWS to comply with this section will be deemed a breach of this Agreement and enforceable as set forth in §119.0701, Florida Statutes. If Contractor fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statutes and reasonable costs of enforcement, including fees under §119.12, Florida Statutes.

IF AWS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

AWS recognizes that Alachua County is required by Florida Statute 119.0701(2) to include the preceding clause. For avoidance of doubt, it is the position of AWS that Florida's public records laws and the record-keeping obligations set forth are not applicable to AWS because AWS is not a private entity acting on behalf of a public agency.

- 4. This Agreement, when executed by both Parties, shall become binding on both Parties as an addendum and modification to the Omnia Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

AWS

By: DocuSigned by: Faisal Hanafi
275414A1C2FF48A...
Print: Faisal Hanafi
Title: Authorized Signatory
Date: November 20, 2023



Software including Cloud Services through a Marketplace
Executive Summary

Lead Agency: City of Rochester Hills, MI

Solicitation: RFP-RH-22-026

RFP Issued: July 13, 2022

Pre-Proposal Date: July 27, 2022

Response Due Date: August 17, 2022

Proposals Received: 3



Awarded to:

Contract # RH-22-026

The City of Rochester Hills, MI Purchasing Division issued RFP # RH-22-026 on July 13, 2022, to establish a national cooperative contract for a Software Marketplace including Cloud Services.

The solicitation included cooperative purchasing language in **National Contract Requirements**:

The City of Rochester Hills, MI, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Rochester Hills, MI is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Michigan Inter-governmental Trade Network (MINT) website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- HCN, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA

- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- Kennebec Journal, ME
- The Herald-News, IL
- New Jersey Herald

On August 17, 2022, proposals were received from the following offerors:

- Amazon Web Services (AWS)
- Carahsoft Technology Corp.
- Vertosoft, LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with AWS and proceeding with a contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The City of Rochester Hills, OMNIA Partners and AWS successfully negotiated a contract, and the City of Rochester Hills executed the agreement with a contract effective date of February 16, 2023.

Contract Highlights:

AWS offers comprehensive cloud services infrastructure. AWS Marketplace augments and extends the AWS Cloud through third-party software, services, and data. The contract highlights innovative cloud software marketplace, AWS efforts to simplify procurement, and ability to market the purchasing agreement to potential buyers.

Contract includes:

Extensive number of listings in the following categories”

- Security
- Infrastructure/DevOps/OS
- Database and Data Analytics
- Business Apps
- Networking
- Storage, Backup, and Recovery
- Miscellaneous/Other Category - 12,000+ AWS Marketplace listings and all other AWS Services

Term:

Initial five-year agreement from February 16, 2023 through December 31, 2027 with the option to renew for an additional five (5) years through December 31, 2032.

Pricing/Discount:

Offers a variety of pricing structures, such as consumption-based monthly, annual, or multi-year contracts; free or trial solutions; and BYOL. Pricing offered under this agreement is public listed current pricing at <https://aws.amazon.com/pricing>.

OMNIA Partners, Public Sector Web Landing Page:

[AWS Marketplace Cooperative Contract | Contract Documentation \(omniapartners.com\)](#)

City of Rochester Hills
Master Agreement # RH-22-026

for

Software through a Marketplace and Cloud Services

with

AWS Marketplace

Effective: February 16, 2023

The following documents comprise the executed contract between the City of Rochester Hills, and AWS effective February 16, 2023:

- I. Executed Master Agreement” (General Conditions/Contract Information Agreement)
- II. Original RFP
- III. Supplier’s Response to the RFP, incorporated by reference
- IV. OMNIA Partners

GENERAL CONDITIONS/CONTRACT INFORMATION AGREEMENT

This General Conditions/Contract Information Agreement ("Agreement") is made this 16th day of February ____, 2023 between Amazon Web Services Inc. ("AWS", "Contractor" or "Offeror") and the City of Rochester Hills. This Agreement is only applicable to any transactions that involve the City of Rochester Hills' as the Principal Procurement Agency. This Agreement shall not apply to the access and use of AWS Services ("Services") or Services Offerings, as defined by the AWS Enterprise Agreement. Should the City of Rochester Hills or any other entity access or use AWS Services or Service Offerings, then such access or use shall only be governed by the AWS Enterprise Agreement.

1. All correspondence from interested firms regarding this proposal must be directed to the attention of Lisa Cummins, CPPB, Procurement Manager, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, 248/841-2537. All inquiries will be made in writing in order that a written response in the form of an addendum can be processed before the proposals are opened. Inquiries received after June 28, 2022 at 5:00 p.m., will not be considered.
2. Additional information to this proposal from prospective firms shall be requested by the Purchasing Division of the City of Rochester Hills.
3. Proposals will not be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.
4. Proposals may not be withdrawn after they have been deposited with the City of Rochester Hills, except as provided by law.
5. All costs incurred in the preparation, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective firm. All supporting documentation submitted by the Offeror in the response to the Request for Proposals will be in the possession of the City of Rochester Hills unless requested otherwise at the time of submission. Documents in the possession of the City of Rochester Hills are subject to FOIA. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.
6. Trade Secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Michigan Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. References may be made within the body of the proposal to proprietary or trade secret information (Item 7); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information. City of Rochester Hills may disclose

trade secrets or proprietary information as required to comply with orders of governmental entities with jurisdiction over it, if Company (i) gives Offeror prior written notice sufficient to allow Offeror to seek a protective order or other remedy (except to the extent that City of Rochester Hills's compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any trade secret or proprietary information so disclosed.

7. Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations.
8. The City's proposed contract documents and this Request for Proposals contain terms and conditions the City favors and intends to use for the resultant contract. If the Offeror wishes the City to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal (Item 8).
9. If an Offeror requires additional agreements, i.e., master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with the proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein or for the use of Participating Public Agencies and shall not replace City of Rochester terms and conditions
10. The City reserves the right to reject any and all proposals, to waive any informality in the proposal received, and to accept any proposal (or part thereof) which it will deem to be most favorable to the interests of the City or to award to multiple proposers.
11. The City reserves the right to modify the scope of Services during the course of the contract upon mutual agreement. Upon mutual agreement, such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary.
12. The City reserves the right to terminate the contract in accordance with the Enterprise Agreement. The City reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.
13. The successful proposer must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).
14. The City of Rochester Hills is exempt from all sales, excise, and transportation taxes. However, such exemption is subject to the City of Rochester Hills completing and submitting Offeror's tax forms evidencing the City of Rochester Hills' exemption. Offeror will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.
15. The selected firm must maintain for the life of the agreement insurance coverage meeting the minimum limits of liabilities as outlined herein.

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16. No faxed, email, or mailed proposals will be accepted. All information requested herein must be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.
17. All proposals must be in accordance with the Purchasing Ordinances of the City of Rochester Hills and the requirements of this solicitation to be deemed responsive. Any deviation from the specifications must be noted in the proposal.
18. All data, materials and documentation originated and prepared for the City of Rochester Hills pursuant to the Request for Proposals and the subsequent contract shall be in the possession of the City of Rochester Hills. Subsequent contract is defined as this General Terms and Conditions/Contract Information Agreement executed between the Offeror and City of Rochester Hills.
19. If Offeror uses Subcontractors, Offeror will (a) impose appropriate contractual obligations upon its Subcontractors, and (b) be responsible if the acts or omissions of its Subcontractors cause Offeror to breach any of its obligations under this Agreement. The use of Subcontractors will not release Offeror from any of its obligations under this Agreement. "Subcontractor" means an unaffiliated third party to whom Offeror has delegated a material portion of its obligations to provide the Services to Customer under this Agreement.
20. The City of Rochester Hills reserves the rights to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the consultant to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Mayor or the City of Rochester Hills.
21. Proposers are advised that the RFP is considered to be under evaluation until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the proposals and the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website. Proposal information will be available upon award of the contract.
22. In the event bankruptcy proceedings are commenced by or against Contractor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit creditors of either party, then City shall be entitled to terminate the Agreement/Contract between the City of Rochester Hills and the Offeror without further cost or liability beyond the City's usage of the Offeror's Services.
23. As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event

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of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.

24. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. Addendum will be posted on the MITN system. All such changes or addenda shall become a part of the Agreement and all Contractors shall be bound by such changes or addenda.

25. Under 2012, PA517, an Iran linked business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

26. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall be terminated. Notwithstanding the foregoing, the City of Rochester Hills shall be responsible for terminating their use of the Offeror's Services and for any charges incurred due to the use of the Services.

27. Offeror warrants that the Services furnished to the City will perform substantially in accordance with the AWS Documentation.

28. Indemnification (Hold Harmless) Clause

To the fullest extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Rochester Hills, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

29. Liability Disclaimer/Limitation of Liability

In no event will (a) either party be liable for loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability; and (b) either party's aggregate liability under this Agreement exceed USD \$1,000,000.00.

Amazon Web Services Inc.

By: [Signature]

Name: Shannon Luther

Title: Authorized Signatory

Signature Date: 2/16/23

City of Rochester Hills, Michigan

By: [Signature]

Name: Lisa Cummins

Title: Procurement Manager

Signature Date: 2/14/23



City of Rochester Hills Enterprise Agreement

This Enterprise Agreement (this "Agreement") is made and entered into by and among the AWS Contracting Party specified on this Cover Page, any other AWS Contracting Party that is added to this Agreement pursuant to Section 12.14, and the customer specified on this Cover Page ("Customer"). The AWS Contracting Parties are collectively referred to herein as "AWS."

In consideration of the mutual promises contained in this Agreement, AWS and Customer agree to all terms of the Agreement effective as of the date the last party signs this Agreement (the "Effective Date").

Defined terms used in this Agreement with initial letters capitalized have the meanings given in Section 13 below.

AWS Contracting Party: Amazon Web Services Inc. By: <u>[Signature]</u> Name: <u>Shannon Luther</u> Title: <u>Authorized Representative</u> Signature Date: <u>2/14/23</u> Address: 410 Terry Avenue North Seattle, WA 98109-5210 Attention: AWS General Counsel Fax: 206-266-7010	Customer Name: City of Rochester Hills, Michigan By: <u>[Signature]</u> Name: <u>Lisa Cummins</u> Title: <u>Procurement Manager</u> Signature Date: <u>2/14/23</u> Address: <u>1000 Rochester Hills Drive</u> <u>Rochester Hills, MI 48309</u> Attention: <u>Lisa Cummins</u>
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1. Use of the Service Offerings.

1.1 Generally. Customer may access and use the Services in accordance with this Agreement. Service Level Agreements apply to certain Services. Customer's use of the Service Offerings will comply with the terms of this Agreement.

1.2 AWS Account. To access the Services, Customer must create one or more AWS Enterprise Accounts. Unless explicitly permitted by the Service Terms, Customer will only create one AWS Enterprise Account per email address. All AWS Enterprise Accounts will be covered by this Agreement. For all AWS Enterprise Accounts, this Agreement supersedes any acceptance of the AWS Customer Agreement by Customer or any of its employees acting on behalf of Customer. If any of Customer's AWS accounts do not meet the definition of an "AWS Enterprise Account," those accounts will be governed by the AWS Customer Agreement.

1.3 Third-Party Content. Third-Party Content may be used by Customer at Customer's election. Third-Party Content is governed by this Agreement unless accompanied by separate terms and conditions, which may include separate fees and charges.

1.4 Customer Affiliates. Any Customer Affiliate may use the Service Offerings under its own AWS Enterprise Account(s) under the terms of this Agreement by executing an addendum to this Agreement with AWS, as mutually agreed by AWS and the Customer Affiliate.

2. Changes.

2.1 To the Service Offerings. AWS may change or discontinue any of the Service Offerings, from time to time. For any AWS Enterprise Accounts enrolled in AWS Support at the Developer-level tier or above (or any successor service providing such communications alerts), AWS will provide at least 12 months' prior Notice to Customer if AWS decides to discontinue a Service that it makes generally available to its customers and that Customer is using. AWS will not be obligated to provide Notice under this Section 2.1 if the discontinuation is necessary to address an emergency or threat to the security or integrity of AWS, respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or comply with the law or requests of a government entity.

2.2 To the Service Level Agreements. AWS may change Service Level Agreements from time to time, but will provide 90 days' prior Notice to Customer before materially reducing the benefits offered to Customer under any Service Level Agreement(s) that are available as of the Effective Date.

3. Privacy and Security.

3.1 AWS Security. AWS will implement reasonable and appropriate measures for the AWS Network (as determined by AWS) designed to help Customer secure Customer Content against accidental or unlawful loss, access or disclosure (the "Security Objectives") in accordance with the AWS Security Standards. AWS may modify the AWS Security Standards from time to time, but will continue to provide at least the same level of security as is described in the AWS Security Standards on the Effective Date.

3.2 Data Privacy. Customer may specify the AWS regions in which Customer Content will be stored. Customer consents to the storage of Customer Content in, and transfer of Customer Content into, the AWS regions Customer selects. AWS will not access or use Customer Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. AWS will not (a) disclose Customer Content to any government or third party, or (b) move Customer Content from the AWS regions selected by Customer; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, AWS will give Customer reasonable Notice of any legal requirement or order referred to in this Section 3.2, to enable Customer to seek a protective order or other appropriate remedy. AWS will only use Account Information in accordance with the Privacy Notice, and Customer consents to such usage. The Privacy Notice does not apply to Customer Content.

3.3 AWS Information Security Program. As of the Effective Date, the AWS Information Security Management System (ISMS) is ISO 27001 certified. AWS will maintain an information security program designed to provide at least the same level of protection as evidenced by that certification on the Effective Date.

3.4 Audits of Technical and Organizational Measures. Upon Customer's request, and provided that the parties have an applicable NDA in place, AWS will provide to Customer a copy of the AWS System and Organization Controls 1, Type 2 report or such alternative industry standard reports or certifications that are substantially equivalent as reasonably determined by AWS. AWS will make this documentation available to Customer via AWS Artifact (or an alternative means accessible via the AWS Site) and this documentation will be treated as Confidential Information of AWS under the NDA.

4. Customer Responsibilities.

4.1 Customer Content. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content. Customer agrees that Customer Content will not violate any of the Policies or any applicable law.

4.2 Customer's Security and Redundancy. Customers have a variety of options to choose from when configuring their accounts, and for all sensitive or otherwise valuable content AWS recommends that Customer uses strong security and redundancy features, such as access controls, encryption, and backup. Customer is responsible for properly configuring and using the Service Offerings in a manner that provides security and redundancy of its AWS Enterprise Accounts and Customer Content, such as, for example, using enhanced access controls to prevent unauthorized access to AWS Enterprise Accounts and Customer Content, using encryption technology to prevent unauthorized access to Customer Content, and ensuring the appropriate level of backup to prevent loss of Customer Content.

4.3 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors (including any of its Affiliates who are acting as an agent or subcontractor of Customer) performing work on behalf of Customer. Except to the extent caused by AWS's breach of this Agreement, as between the parties, Customer is responsible for all activities that occur under its AWS Enterprise Accounts.

4.4 End Users. If Customer uses the Services to provide services to, or otherwise interact with, End Users, then Customer, and not AWS, will have the relationships (e.g., via executed contracts between Customer and End Users or via online terms of service) with End Users. Therefore Customer, and not AWS, is responsible for End Users' use of Customer Content and the Service Offerings. To the extent that Customer enables End Users to access the Services or Customer Content, Customer will ensure that all End Users comply with any applicable obligations of Customer under this Agreement and that any terms of any agreement with each End User are not inconsistent with this Agreement. AWS does not provide any support or services to End Users unless AWS has a separate agreement with Customer or an End User obligating AWS to provide support or services to End Users. Customer is responsible for providing customer service (if any) to End Users.

5. Fees and Payment.

5.1 Service Fees. Unless otherwise stated on the AWS Site, AWS will invoice Customer at the end of each month for all applicable fees and charges accrued for use of the Service Offerings, as described on the AWS Site, during the month. Customer will pay AWS all invoiced amounts within 30 days of the date of the invoice (other than Disputed Amounts). For any Disputed Amounts, Customer will provide Notice to AWS, including the basis for the dispute (including any supporting documentation), and the parties will meet within 30 days of the date of the Notice to resolve the dispute. If the parties fail to resolve the dispute within such 30 day period, AWS may, at its option, limit (in full or in part) Customer's or any End User's right to access or use the Service Offerings until the dispute is resolved. All amounts payable by Customer under this Agreement will be paid to AWS without setoff or counterclaim and without deduction or withholding, provided that Disputed Amounts will be handled as set forth above. Fees and charges for any new Service or new feature of a Service will be effective when AWS posts updated fees and charges on the AWS Site, unless expressly stated otherwise in a Notice. AWS may increase or add new fees and charges for any existing Service by giving Customer at least 60 days' prior Notice. AWS may

charge Customer interest at the rate of 1.5% per month (or the highest rate permitted by law, whichever is less) on all late payments.

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by Customer are exclusive of Indirect Taxes, except where applicable law requires otherwise. AWS may charge and Customer will pay applicable Indirect Taxes that AWS is legally obligated or authorized to collect from Customer. Customer will provide such information to AWS as reasonably required to determine whether AWS is obligated to collect Indirect Taxes from Customer. AWS will not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes AWS a properly completed exemption certificate or a direct payment permit certificate for which AWS may claim an available exemption from such Indirect Tax. All payments made by Customer to AWS under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by AWS is equal to the amount then due and payable under this Agreement. AWS will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Limitation of Access and Use Rights. AWS may temporarily limit (in full or in part, as set forth in this Section 6) Customer's or any End User's right to access or use the Service Offerings upon Notice to Customer (which will be reasonable prior notice unless AWS reasonably believes immediate limitation is necessary) if AWS reasonably determines that Customer's or an End User's use of the Service Offerings poses a security risk or threat to the function of the Service Offerings, or poses a security or liability risk or threat of harm to AWS, its Affiliates or any third party. AWS will only limit Customer's right to access or use the instances, data or portions of the Service Offerings that caused the security or liability risk or threat. AWS will restore Customer's access and use rights promptly after Customer has resolved the issue giving rise to the limitation. Customer remains responsible for all fees and charges for the Service Offerings during the period of limitation.

7. Term; Termination.

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated pursuant to this Agreement. Any Notice of termination of this Agreement must include a Termination Date.

7.2 Termination.

(a) Termination for Convenience. Customer may terminate this Agreement for any reason by providing AWS Notice. AWS may terminate this Agreement for any reason by providing Customer at least two years' Notice.

(b) Termination for Cause.

(i) By Customer or AWS. Either Customer or AWS may terminate this Agreement for cause if the other is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of Notice by the breaching party.

(ii) By AWS. AWS may terminate this Agreement for cause (a) upon 90 days' Notice to Customer if AWS has the right to limit Customer's or any End User's right to access or use the Service Offerings under Section 6 and Customer has not cured the condition giving rise to that right to limit within such 90 day period, or (b) upon 30 days' Notice to Customer in order to comply with applicable law or requirements of governmental entities.

7.3 Effect of Termination.

(a) Generally. Upon the Termination Date:

(i) except as provided in this Section 7.3, all of Customer's rights under this Agreement immediately terminate;

(ii) Customer remains responsible for all fees and charges Customer has incurred through the Termination Date; and

(iii) Sections 4, 5, 7.3, 8.1, 8.3, 8.4, 9, 10.3, 11, 12 and 13 will continue to apply in accordance with their terms.

(b) Post-Termination Retrieval of Customer Content. During the 90 days following the Termination Date, AWS will not take action to remove any Customer Content as a result of the termination from any open AWS Enterprise Account. In addition, during such period, Customer may retrieve any remaining Customer Content from the Services, unless (i) prohibited by law or the order of a governmental or regulatory body or it could subject AWS or its Affiliates to liability, or (ii) Customer has not paid all amounts due under this Agreement, other than Disputed Amounts. For any use of the Services during such period, all terms of this Agreement will continue to apply and Customer will pay the applicable fees at the rates under Section 5. No later than the end of this 90 day period, Customer will close all AWS Enterprise Accounts and return or, if instructed by AWS, destroy all AWS Content in Customer's possession (except for AWS Content that is publicly available on the AWS Site).

8. Proprietary Rights.

8.1 Customer Content. As between Customer and AWS, Customer (or Customer's licensors) own all right, title, and interest in and to Customer Content. Except as provided in this Agreement, AWS obtains no rights under this Agreement from Customer (or Customer's licensors) to Customer Content.

8.2 Intellectual Property License. The Intellectual Property License applies to the use of AWS Content and the Services.

8.3 Restrictions. Neither Customer nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User may, or may attempt to (a) reverse engineer, disassemble, or decompile the Services or AWS Content or apply any other process or procedure to derive the source code of any software included in the Services or AWS Content, (b) access or use the Services or AWS Content in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (c) resell the Services or AWS Content. The AWS Trademark Guidelines apply to the use of AWS Marks. Customer will not misrepresent or embellish the relationship between AWS and Customer (including by expressing or implying that AWS supports, sponsors, endorses, or contributes to Customer or Customer's business endeavors). Customer will not imply any relationship or affiliation between AWS and Customer except as expressly permitted by this Agreement.

8.4 Suggestions. If Customer elects to provide any Suggestions to AWS or its Affiliates, AWS and its Affiliates will be entitled to use the Suggestions without restriction.

9. Third-Party Claims.

9.1 Policies and End User Disputes. Customer will defend AWS, its Affiliates, and their respective employees, officers, directors, and representatives against any third-party claim that arises from a violation of the Policies by Customer or any End User, or that arises from any dispute between Customer and any Customer's End Users, which as defined herein means any individual or entity that directly or indirectly through another user (a) accesses or uses Customer Content, or (b) otherwise accesses or uses the Service Offerings under an AWS Enterprise Account, and will pay the amount of any adverse final judgment or settlement.

9.2 Intellectual Property.

(a) Subject to the limitations in this Section 9, AWS will defend Customer and its employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section 9, Customer will defend AWS, its Affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any Customer Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) No party will have obligations or liability under this Section 9.2 arising from infringement by combinations of the Services or Customer Content, as applicable, with any other product, service, software, data, content, or method. In addition, AWS will have no obligations or liability arising from Customer's or any End User's use of the Services after AWS has notified Customer to discontinue such use. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Customer Content.

(d) For any claim covered by Section 9.2(a), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

9.3 Process. The obligations under this Section 9 will apply only if the party seeking defense, payment or indemnity from another party: (a) gives that party prompt Notice of the claim; (b) permits that party to control the defense and settlement of the claim; and (c) reasonably cooperates with that party (at that party's expense) in the defense and settlement of the claim. In no event will AWS or Customer agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other.

10. AWS Warranties and Warranty Disclaimers.

10.1 AWS Warranties. AWS represents and warrants to Customer that the Services will perform substantially in accordance with the Documentation.

10.2 Mutual Warranties. Customer and AWS each represents and warrants to the other that (a) it has full power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement has been duly authorized, (c) it will comply with all applicable laws, rules, regulations and ordinances in the performance of this Agreement (and, in the case of Customer, the use of the Service Offerings), and (d) its performance hereunder does not breach any other agreement to which it is bound.

10.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 AND SECTION 10.2, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS, ITS AFFILIATES AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

11. Limitations of Liability.

11.1 Liability Disclaimers. NEITHER AWS NOR CUSTOMER, NOR ANY OF THEIR AFFILIATES OR LICENSORS, WILL BE LIABLE TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF CUSTOMER CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (D) UNAVAILABILITY OF THE SERVICE OFFERINGS (THIS DOES NOT LIMIT ANY SERVICE CREDITS THAT MAY BE AVAILABLE UNDER SERVICE LEVEL AGREEMENTS). THIS SECTION 11.1 WILL NOT LIMIT OBLIGATIONS UNDER SECTION 9.1 OR SECTION 9.2 TO PAY THE AMOUNT OF ANY ADVERSE FINAL JUDGMENT OR SETTLEMENT TO WHICH THE PARTY OBLIGATED TO DEFEND AND PAY AGREES, ARISING OUT OF A THIRD-PARTY CLAIM TO WHICH SECTION 9.1 OR SECTION 9.2 APPLIES, EVEN IF SUCH ADVERSE FINAL JUDGMENT OR SETTLEMENT INCLUDES INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCURRED BY THE THIRD PARTY.

11.2 Damages Cap. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTION 9, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF EITHER AWS OR CUSTOMER, AND ANY OF THEIR RESPECTIVE AFFILIATES OR LICENSORS, WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO AWS UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE; PROVIDED,

HOWEVER THAT NOTHING IN THIS SECTION 11 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY AWS FOR CUSTOMER'S USE OF THE SERVICE OFFERINGS PURSUANT TO SECTION 5, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

12. Miscellaneous.

12.1 Assignment. Neither Customer nor AWS may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other; except that either Customer or AWS may assign or otherwise transfer this Agreement without the consent of the other (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) to any Affiliate or as part of a corporate reorganization, or (c) in the case of AWS, with respect to specific AWS Enterprise Accounts, to an Affiliate. Effective upon such assignment or transfer, subject to the assignee/transferee's consent, the assignee/transferee is deemed substituted for the assignor/transferor as a party to this Agreement and the assignor/transferor is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

12.2 Counterparts; Facsimile. This Agreement may be executed by facsimile or by electronic signature in a format approved by AWS, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

12.3 Entire Agreement. This Agreement incorporates the Policies and the AWS Contracting Party Site by reference and is the entire agreement between Customer and AWS regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and AWS, whether written or verbal, regarding the subject matter of this Agreement (including, as set forth in Section 1.2, any acceptance of the AWS Customer Agreement by Customer or any of its employees acting on behalf of Customer). AWS will not be bound by any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that Customer submits or requires AWS to complete. If the terms of this document are inconsistent with the terms contained in any Policy or the AWS Contracting Party Site, the terms contained in this document will control, except that (i) the Service Terms will control over this document and (ii) the AWS Contracting Party Site will control over this document with respect to any AWS Enterprise Accounts associated with an AWS Contracting Party that is added to this Agreement pursuant to Section 12.14. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement.

12.4 Force Majeure. Except for payment obligations, no party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.5 Governing Law; Venue. The laws of the State of Michigan, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Service Offerings or this Agreement will only be adjudicated in a state or federal court located in Oakland County, Michigan. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, any party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its Affiliates' or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such

laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the Service Offerings, including (i) Customer's transfer and processing of Customer Content, (ii) the provision of Customer Content to End Users, and (iii) specifying the AWS region in which any of the foregoing occur. Customer represents that Customer and the entities that own or control Customer, and the financial institutions used to pay AWS under this Agreement, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

12.7 Independent Contractors. AWS and Customer are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Customer nor AWS, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

12.8 Language. All communications and Notices made or given pursuant to this Agreement must be in the English language. If AWS provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

12.9 Nondisclosure; Publicity. If the parties have an NDA, then the NDA is incorporated by reference into this Agreement, except that the security provisions in Section 3, not the NDA, apply to Customer Content. Except to the extent permitted by applicable law, neither Customer nor AWS will issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Service Offerings. AWS and Customer agree that the contents of this Agreement are not publicly known and will not be disclosed by them.

12.10 Notice.

(a) **General.** Except as otherwise set forth in Section 12.10(b), to give notice to a party under this Agreement, each party must contact that other party as follows: (i) by facsimile transmission; or (ii) by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the fax number of the other party listed on the Cover Page to this Agreement or addressed to the address of the other party listed on the Cover Page to this Agreement (or in the case of any AWS Contracting Party that is added to this Agreement pursuant to Section 12.14, to such fax number or address provided on the AWS Contracting Party Site), or such other fax number or address as a party may subsequently provide in writing to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

(b) **Electronic Notice.** AWS may provide notice to Customer (i) under Sections 2.2 or 5.1 by (A) sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts, or (B) posting a notice on the AWS Site, (ii) under Section 6 or Attachment A by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account, and (iii) under Section 2.1 by sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts (or such other email address as agreed upon by the parties) or via a support case. Any notices provided by posting on the AWS Site will be effective upon posting and notices provided by email will be effective when AWS sends the email.

12.11 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

12.12 No Waivers. The failure by a party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers by a party must be provided in a Notice to be effective.

12.13 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to give effect to the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

12.14 Account Servicing; Addition of AWS Contracting Parties. The AWS Contracting Party for each AWS Enterprise Account is identified on the AWS Contracting Party Site and is determined based on the geographic location associated with each such account. The AWS Contracting Party for each AWS Enterprise Account is solely responsible for providing the Service Offerings and for all of AWS's obligations under this Agreement for each such account. If the geographic location associated with a new or existing AWS Enterprise Account is set or changed to a location that corresponds to a party on the AWS Contracting Party Site that is not yet a party to this Agreement, then such party independently offers the terms of this Agreement (including any applicable terms that may be specified on the AWS Contracting Party Site) to Customer. Unless Customer is notified otherwise by AWS, such party will be added to this Agreement as an AWS Contracting Party as of the date of the setting or change, without any further action required by the parties.

13. Definitions. Defined terms used in this Agreement with initial letters capitalized have the meanings given below:

"Acceptable Use Policy" means the policy located at <http://aws.amazon.com/aup> (and any successor or related locations designated by AWS), as it may be updated by AWS from time to time.

"Account Information" means information about Customer that Customer provides to AWS in the creation or administration of an AWS Enterprise Account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with an AWS Enterprise Account.

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with that party.

"API" means an application program interface.

"AWS Content" means Content that AWS or any of its Affiliates makes available related to the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; sample code; software libraries; command line tools; proofs of concept, templates, and other related technology (including but not limited to any of the foregoing that are provided by any AWS personnel). AWS Content does not include the Services or Third-Party Content.

"AWS Contracting Party" means each party identified on the AWS Contracting Party Site that is or becomes a party to this Agreement.

"AWS Contracting Party Site" means <https://aws.amazon.com/legal/aws-contracting-party> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"AWS Customer Agreement" means AWS's standard user agreement located on the AWS Site at <http://aws.amazon.com/agreement> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"AWS Enterprise Account" means any AWS account that (a) is listed on Attachment A, as that list may be updated from time to time as described in Attachment A, (b) is opened by Customer using a Customer-issued email address (with an email domain name that is owned by Customer), (c) includes Customer's full legal name in the "Company Name" field associated with the AWS account, and (d) is associated with a geographic location that corresponds to an AWS Contracting Party that is a party to this Agreement, as set forth in Section 12.14.

"AWS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its Affiliates that AWS may make available to Customer in connection with this Agreement.

"AWS Network" means AWS's data center facilities, servers, networking equipment, storage media, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.

"AWS Security Standards" means the security standards attached to this Agreement as Attachment B.

"AWS Site" means <http://aws.amazon.com> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"AWS Trademark Guidelines" means the guidelines and trademark license located at <http://aws.amazon.com/trademark-guidelines> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Content" means software (including machine images), data, text, audio, video, or images.

"Customer Content" means Content that Customer or any End User transfers to AWS for processing, storage or hosting by the Services in connection with an AWS Enterprise Account and any computational results that Customer or any End User derive from the foregoing through its use of the Services. For example, Customer Content includes Content that Customer or any End User stores in Amazon Simple Storage Service. Customer Content does not include Account Information.

"Disputed Amounts" means amounts disputed by Customer in a Notice and in good faith as billing errors.

"Documentation" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by AWS), as such user guides and admin guides may be updated by AWS from time to time.

"End User" means any individual or entity that directly or indirectly through another user (a) accesses or uses Customer Content, or (b) otherwise accesses or uses the Service Offerings under an AWS Enterprise Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under an AWS Enterprise Account.

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Intellectual Property License" means the separate license terms that apply to Customer's access to and use of AWS Content and Services located at <https://aws.amazon.com/legal/aws-ip-license-terms> (and any successor or related locations), as may be updated from time to time.

"NDA" means the Mutual Nondisclosure Agreement between Customer and Amazon.com, Inc., dated [____], 202__.

"Notice" means any notice provided in accordance with Section 12.10.

"Policies" means the Acceptable Use Policy, Privacy Notice, and the Service Terms.

"Privacy Notice" means the privacy notice located at <http://aws.amazon.com/privacy> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Service" means each of the services made available by AWS or its Affiliates for which Customer registers via the AWS Site (or by such other means made available by AWS), including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Level Agreement" means all service level agreements that AWS offers with respect to the Services and post on the AWS Site, as they may be updated by AWS from time to time. The service level agreements that AWS offers with respect to the Services are located at <https://aws.amazon.com/legal/service-level-agreements> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Service Offerings" means the Services, the AWS Content, the AWS Marks, and any other product or service provided by AWS under this Agreement. Service Offerings do not include Third-Party Content.

"Service Terms" means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Suggestions" means all suggested improvements to the Service Offerings that Customer provides to AWS.

"Term" means the term of this Agreement described in Section 7.1.

"Termination Date" means the effective date of termination provided in a Notice in accordance with Section 7.

"Third-Party Content" means Content of a third party made available on the AWS Marketplace or on developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS Site that allows third parties to make available software, products, or data.

Attachment A

AWS Account ID(s):

The list above includes any Management Account or Member Accounts joined to such accounts via AWS Organizations, as described in the Service Terms.

Customer may add AWS accounts to the list above or remove AWS accounts from the list above by providing notice to AWS via email to enterprise-accounts@amazon.com, that includes (1) Customer's full name, (2) the Enterprise Agreement number (which begins with "CC" and is found on the upper right corner of each page of this Agreement), and (3) the AWS Account ID of each added or removed AWS account. Upon Notice, AWS may replace the notification process or make available another means of adding and removing AWS accounts to the list above.



Attachment B
AWS Security Standards

Capitalized terms not otherwise defined in this document have the meanings assigned to them in the applicable AWS Enterprise Agreement.

1. Information Security Program. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) satisfy the Security Objectives, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network, and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

1.1 Network Security. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

1.2 Physical Security

1.2.1 Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor or contractor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

1.2.2 Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

1.2.3 Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

2. Continued Evaluation. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.





**CITY OF ROCHESTER HILLS, MICHIGAN
REQUEST FOR PROPOSALS**

Project Title:

Software Marketplace including Cloud Solutions
RFP-RH-22-026

Submission Closing Date and Time:

August 17, 2022 at 3:00:00 P.M. (Local Time)

Non-Mandatory Pre-Proposal Conference:

A pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the project will be held on Wednesday, July 27, 2022, at 1:00 p.m. via Zoom Teleconference with the following login instructions:

Topic: RFP-RH-22-026 Pre-Proposal Meeting - Software Marketplace including Cloud Solutions

Time: Jul 27, 2022 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/84472172258?pwd=1tg5ZAJ14isxpDp27-IWWX_mX7yJql.1

Meeting ID: 844 7217 2258

Passcode: 177032

One tap mobile

+13126266799, 84472172258# US (Chicago), +19292056099, 84472172258# US (New York)
federal

Dial by your location +1 312 626 6799 US (Chicago), +1 929 205 6099 US (New York), +1 301 715 8592
US (Washington DC), +1 346 248 7799 US (Houston), +1 669 900 6833 US (San Jose), +1 253 215 8782
US (Tacoma)

Meeting ID: 844 7217 2258

For Questions regarding this solicitation, contact:

Lisa Cummins, CPPB

Procurement Manager

Phone: (248) 841-2537

Email: cumminsl@rochesterhills.org

www.mitn.info

PROPOSAL INVITATION

The City of Rochester Hills acting as the Principal Procurement Agency, on behalf of OMNIA Partners is requesting proposals from experienced and qualified firms for an On-line Marketplace for the purchase of software including cloud solutions. The City requires a firm or firms who can provide a diverse and extensive marketplace for cloud and software products/services. Sealed proposals will be received by the City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 **until EXACTLY 3:00 P.M. Local Time, on August 17, 2022, via electronic proposal submission ONLY** at which time the names and addresses ONLY of submitting proposers will be publicly read via Zoom Teleconference.

A non-mandatory pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the project will be held via Zoom Teleconference (login instructions on coversheet) on July 27, 2022, at 1:00 p.m. EST

Due to the COVID-19 pandemic, some City processes have been affected and as such, are requiring adjustment to the normal processes. It is important that you read all the information to ensure you submit your bid response to the City in the correct manner. Please ensure all documents are signed. If you are interested in providing a bid, please read the document in its entirety and submit the requested information and proper forms and upload to the MITN website. Electronic submission ONLY will be accepted. Hardcopy, emailed, faxed and late submittals will not be accepted.

The City of Rochester Hills officially distributes bid/proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, select Departments, select Fiscal, Accounting & Purchasing, then Procurement Division then Vendor Registration click the link to the MITN website. Final proposal results will be posted on the MITN website after award.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Any deviation from the specifications must be noted on the proposal.

Please submit proposal on or before the date and time given above to:

Lisa Cummins, CPPB
Procurement Manager
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

All proposals must be submitted electronically via the MITN website. Hardcopy, Faxed or Emailed proposals will not be accepted. The City of Rochester Hills is capable of accepting documents in docx, xlsx, pdf, jpg, tif or rtf formats. It is requested that you upload one complete document, versus that of several individual sheets. Please name your files accordingly if more than one file is uploaded.

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity and quality of work to be performed.

Proposals shall be in conformance with the documents. Any deviation from the specifications must be noted in the Proposal.

With a view to obtaining the most acceptable services, these specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interests of the City.

PROPOSAL OPENING VIA ZOOM TELECONFERENCE

Proposers wanting to view the opening are invited to do so utilizing the following meeting information listed below. We are requesting that you not attend in person to limit capacity within City Hall during this time and it is possible that City buildings may not be open to the public at the time of the opening.

You are invited to a Zoom webinar.

When: Aug 17, 2022 03:00 PM Eastern Time (US and Canada)
Topic: RFP-RH-22-026 Software Marketplace including Cloud Solutions

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/88135300723>

Or one tap mobile:

US: +19292056099, 88135300723# or +13017158592, 88135300723#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 881 3530 0723

PURPOSE/OVERVIEW

The City of Rochester Hills (herein referred to as "City" or Lead Public Agency) is acting as the Principal Procurement Agency, on behalf of OMNIA Partners (see Attachment A for National Contract requirements), to create a nationwide Master Agreement for an on-line marketplace for the purchase of cloud and software products and services. The term of the agreement will be for a five (5) year period with a five (5) year renewal option.

The purpose and intent of this Request for Proposal (RFP) is to establish a cooperative contract, or contracts, for an on-line marketplace for the purchase of cloud and software products and services. Requirements

and qualifications are defined in detail in the scope of services section of this Request for Proposal. The City seeks a firm that can provide the specified products and services (on a nationwide basis).

To respond to this RFP, interested proposers must include a response to all criteria that are listed in the Proposal Format and Content section. Failure to include a response to all the evaluation criteria may be cause for rejection.

Attendance at the Pre-Proposal Conference is highly encouraged. The conference will explain the RFP process and clarify the contents of this solicitation. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written addendum/amendment to the Request for Proposal. If a proposer is unable to attend the Pre-Proposal Conference, questions should be directed to:

Lisa Cummins, CPPB
Procurement Manager
1000 Rochester Hills Drive
Rochester Hills, MI 48309
(248) 841-2537
cumminsl@rochesterhills.org

Please carefully review this document. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. Proposers are to provide their proposed solution based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the lowest cost proposal will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which methodology, product offerings, references, or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the City. The criteria that will be used and considered in evaluation for award are set forth in this document. The City reserves the right to award multiple contracts for the same or similar item(s).

BACKGROUND

The City of Rochester Hills is a residential community in Oakland County, Michigan, with a population exceeding 70,000. The City of Rochester Hills is organized as a strong Mayor form of government with legislative power vested in City Council. The City is a full service municipality, exclusive of police and trash collection. The community includes important research, manufacturing and services employers as well as educational and cultural institutions. It enjoys an excellent reputation in southeast Michigan for its proactive government and community planning. General information regarding the City of Rochester Hills is available at www.rochesterhills.org.

SUBMITTAL GUIDELINES

- a. Submit one (1) original and one (1) redacted copy (said PDF document shall be clearly marked as "REDACTED COPY";
- b. It is the proposer's responsibility to clearly identify and to describe the products and services being offered in response to this solicitation;
- c. The solicitation forms must be completed legibly and in their entirety;
- d. All required information must be furnished and presented in an organized, comprehensive and easy to follow manner;
- e. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired; and
- f. Elaborate artwork; expensive paper, bindings, visual and other presentation aids are not required.
- g. Faxed, Hardcopy, and/or emailed proposals WILL NOT be accepted.

TERM

The term of the agreement will be for a five (5) year period with a five (5) year renewal option. Orders for products and services, including maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

ADDENDA TO REQUEST FOR PROPOSAL DOCUMENTS

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any vendor with the exception of questions posed at the pre-proposal conference. Otherwise, vendors must request such interpretations or clarification in writing from the City. Request for information or clarification of this RFP must be made in writing and addressed to Lisa Cummins, CPPB at the address, fax, or email address listed below, with email being the preferred method of communication. Questions should reference the RFP page and section number.

Lisa Cummins, CPPB
Procurement Manager
City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309
Telephone: (248) 841-2537
Fax: (248) 608-8178
Email: cumminsl@rochesterhills.org

Questions relative to this solicitation must be submitted to Lisa Cummins, CPPB, Procurement Manager, City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, in writing prior to July 28, 2022, at 5:00 p.m. No negotiations, decision or actions shall be initiated by any firm as a result of any verbal discussion with any individual City employee prior to the due date or during the

evaluation process. All communications shall be conducted through the City of Rochester Hills Purchasing Division, unless specific written documentation is provided to the vendor.

The City reserves the right to change or amend the RFP documents, prior to the proposal due date by the issuance of Addendum posted on the MITN website. It shall be the vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all vendors shall be bound by such changes or addenda. The authorized version of this Request for Proposals document shall be that document appearing on the MITN with amendments, addendums and updates.

The City reserves the right to disqualify any proposer who contacts any City employee, representatives, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit the City from conducting discussions with proposers after the proposal opening.

NATIONAL CONTRACT REQUIREMENTS

The City of Rochester Hills, MI, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Rochester Hills, MI is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and

publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (ATTACHMENT A).

The City of Rochester Hills anticipates spending approximately \$1 million over the full potential Master Agreement term for Software and Cloud Marketplace & Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Software and Cloud Marketplace & Related Services purchased under the Master Agreement through OMNIA Partners is approximately \$500 million. This projection is based on the current annual volumes among the City of Rochester Hills, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

OBJECTIVES

This RFP has been developed with the intent of achieving the following objectives:

1. Provide a competitively solicited Master Agreement offering Cloud and Software Products and Services to Participating Public Agencies;
2. Establish a Master Agreement as the Supplier's featured offering to Participating Public Agencies;
3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
4. Aggregate demand for software and cloud marketplace and related cloud services to enable Participating Public Agencies to achieve value added benefits;
5. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through innovative ordering and management systems;
6. Provide Participating Public Agencies with a broad range of curated third-party, commercially available, software and cloud marketplace solutions.

SCOPE OF SERVICES

The City seeks to establish a nationwide purchasing agreement with direct provider(s) a software cloud marketplace() that offers a broad range of solutions including but not limited to SaaS, data exchanges, pre-built images, pre-configured cloud technology stacks, and other related items. The marketplace should include third-party software cloud solutions (listings) that are commonly desired and/or required by public sector organizations. Offers shall provide the three key models for cloud computing as defined below and may include other related solutions and services.

- Infrastructure as a Service (IaaS): This model contains the basic building blocks for cloud IT and typically provides access to networking features, computers (virtual or on dedicated hardware), and data storage space. IaaS provides the highest level of flexibility and management control IT resources.
- Platform as a Service (PaaS): This model removes the need for organizations to manage the underlying infrastructure (usually hardware and operating systems) and allows focus on the deployment and management of your applications.
- Software as a Service (SaaS): This model provides a complete product that is run and managed by the service provider.

Given the cooperative nature of this RFP, it is expected that offerors shall offer a better value than what they would ordinarily offer to the public or to a single government entity. Vendors shall also offer value-added solutions to support cloud marketplace transactions, such as consumption and management tools and account support. Value-added features may include procurement system integration, consolidated billing, reporting, analytics and application programming interfaces (APIs) and tools for third-party software vendors to integrate with the cloud marketplace.

The software marketplace and cloud solutions should offer a variety of pricing structures, such as consumption-based, monthly, annual or multi-year contracts, free or trial solutions, and bring your own license (BYOL). Due to varying pricing structures of cloud marketplaces available, the Lead Public Agency shall not define the contract price structure and instead vendors should provide pricing based on their marketplace model. The City anticipates that the market established best value and the City will not need to amend the contract when the market goes up or down.

Given the highly innovative nature of cloud marketplaces and the solutions offered, the City anticipates future related solutions not specifically named in this solicitation. Vendors will be allowed to offer services via the contract that are directly related to the contract scope as “related services.” The Principal Procurement Agency may also add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services as mutually agreed. The change must be approved by the Procurement Manager and a contract Modification issued by the Purchasing Division for any changes to the contract.

The intent is for each offeror to submit their complete product line so that Participating Public Agencies may procure/order a wide array of products and services as appropriate for their needs.

PRODUCT CATEGORIES

Category 1: Security

Category 2: Infrastructure/DevOps/OS

Category 3: Database and Data Analytics

Category 4: Business Apps

Category 5: Networking

Category 6: Storage, Backup, and Recovery

Category 7: Miscellaneous/Other Category

Proposers are encouraged to provide product/service/solution categories that are purchased by public agencies.

PROPOSAL FORMAT AND CONTENT

The proposal should address the items included in the Scope of Services and Evaluation Criteria Sections. Proposals should provide straightforward and concise responses to requested information and provide descriptions of qualifications and capabilities. The proposal should be properly named and tabbed and submitted electronically through the MITN website. It is preferable that all the information be included in one document, if practical. If not, then please ensure each attachment is named appropriately and uploaded in order. Incomplete proposals may be deemed nonresponsive.

Each section of the Offerors proposal shall be organized in the order listed below so that the requirement to which information or data applies shall be plainly evident at the top of each page. Material not so identified may be discarded without evaluation. Information should not include generalized promotion material, resumes, statement of experience, qualifications or capabilities, or other material that is not applicable to the proposed agreement.

Offerors should organize their proposals using the following format:

Item	Proposal Content Requirements
1.	Vendor Questionnaire/Signature Page (original signature required)
2.	Executive Summary
3.	Proposal Profile
4.	Project Methodology/Approach
5.	Supplier Information
6.	References
7.	Proprietary Information
8.	Exceptions
9.	Other Information
10.	Attachment A - OMNIA Partners Administration Agreement
11.	Attachment B – Price Proposal

1. Vendor Questionnaire

Offeror shall include a fully completed Vendor Questionnaire and Signature Page as the cover sheet to their proposal response. The Vendor Questionnaire and Signature Page is located in this Request for Proposals (pages 18-25). Failure to include these forms fully completed with an original signature shall cause the proposal to be declared non-responsive and eliminate it from further consideration.

2. Executive Summary

Offeror shall provide an Executive Summary that presents in brief, concise terms, a summary level description of the contents of the Proposal. This summary shall state the Product Categories in which its Proposal is based.

3. Proposal Profile

The Offeror shall provide a profile of its organization and all other companies who will be providing products and services through a dealer, distribution or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- Name of company submitting proposal
- List any company dba's
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees

4. Project Methodology/Approach

Offeror shall respond to the Scope of Services. The Offeror shall provide a written narrative describing the ability to meet the requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each Product Category listed in the Scope of Services. Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to the On-Line Marketplace for the purchases of Cloud and Software Products is encouraged.

In addition, Offeror shall provide a timeline and schedule for completion of this project, highlighting critical points in the process.

5. Supplier Information

- a) Supplier Qualifications (Ref. Attachment A, Section 2.0): Offeror shall include a narrative of its understanding and acceptance of the Supplier Commitments.
- b) Supplier Information (Ref. Attachment A, Section 3.0) Offeror shall include a response to each item within the section.

6. References

The Offeror shall complete the Contractor Data Sheet (Attachment A), to include a minimum of three (3) organizations for which the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the business name, address, and name, telephone number, fax number and email address of the contract administrator.

7. Proprietary Information

Any such information must be submitted under this section.

8. Exceptions

Any exceptions being taken to the RFP must be listed under this section.

9. Other Information

Included any other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.

Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from the City in addition to general assistance.

10. Attachment A - OMNIA Partners Administration Agreement

11. Attachment B – Price Proposal

PROPOSAL EVALUATION PROCESS

All proposals will be evaluated and ranked. The City reserves the right to reject any and all proposals or to make an award based directly on the proposals. The City reserves the right to interview from any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective, best value, and experienced provider(s) determined in the evaluation process. Meetings with short-listed proposers will provide additional information and criteria upon which the City will base its selection decision.

The City reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the City.

The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed firm(s)' services which best meets its required needs, quality levels and budget constraints. The City reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints.

The City is not required to award and/or to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the product/services, of which proposed approach, products and services, and ability to perform the requirements of the contract may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the City.

EVALUATION CRITERIA

The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Rochester Hills, including but not limited to:

1. Understanding of Project. How well does the proposal demonstrate a thorough understanding of the purpose and scope of the project?
2. Methodology Used for Project. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP? How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. Management Plan for Project. How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP? Is accountability completely and clearly defined? Is the organization of the project team clear? How well does the management plan illustrate the lines of authority and communication? To what extent does the Proposer already have the hardware, equipment, labor, etc. necessary to perform the contract? Does it appear the Proposer can meet the schedule set out in the RFP? Has the Proposer offered alternate deliverables and gone beyond minimum task necessary to meet the objectives of this RFP? Is the proposal practical and feasible? How well have any potential problems been identified? Is the proposal submitted responsive to all material requirements in the RFP?
4. Supplier Information/Qualifications/Ability to Perform. Do the individuals assigned to the project have experience on similar projects? How well has the firm demonstrated experience in completing similar projects on time and within budget? How successful is the general history of the firm.
5. Proposed Costs.

PRICING INSTRUCTIONS

All offeror's must provide pricing based on their marketplace model. Offerors are highly encouraged to include in their proposal a description of any significant task, product, or services not listed in the Scope of Services which they know to be necessary under the proposed contract.

The City may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a

price mutually agreed upon. The change must be approved by the Procurement Manager and a Contract Modification issued by the Purchasing Division to change the contract.

GENERAL CONDITIONS/CONTRACT INFORMATION

1. All correspondence from interested firms regarding this proposal must be directed to the attention of Lisa Cummins, CPPB, Procurement Manager, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, 248/841-2537. All inquiries will be made in writing in order that a written response in the form of an addendum can be processed before the proposals are opened. Inquiries received after June 28, 2022 at 5:00 p.m., will not be considered.
2. Additional information to this proposal from prospective firms shall be requested by the Purchasing Division of the City of Rochester Hills.
3. Proposals will not be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.
4. Proposals may not be withdrawn after they have been deposited with the City of Rochester Hills, except as provided by law.
5. All costs incurred in the preparation, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective firm. All supporting documentation will become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.
6. Trade Secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Michigan Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. References may be made within the body of the proposal to proprietary or trade secret information (Item 7); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.
7. Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words “shall” or “must” to identify the contractor’s obligations.
8. The City’s proposed contract documents and this Request for Proposals contain terms and conditions the City favors and intends to use for the resultant contract. If the Offeror wishes the City to consider

any changes to these documents, such changes must be submitted as part of the Offeror's proposal (Item 8).

9. If an Offeror requires additional agreements, i.e., master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with the proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein or for the use of Participating Public Agencies and shall not replace City of Rochester terms and conditions
10. The City reserves the right to reject any and all proposals, to waive any informality in the proposal received, and to accept any proposal (or part thereof) which it will deem to be most favorable to the interests of the City or to award to multiple proposers.
11. The City reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the City. Changes may be increases or decreases.
12. The City reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City's best interest and will be final. The City reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.
13. The successful proposer must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).
14. The City of Rochester Hills is exempt from all sales, excise, and transportation taxes.
15. The selected firm must maintain for the life of the agreement insurance coverage meeting the minimum limits of liabilities as outlined herein.
16. No faxed, email, or mailed proposals will be accepted. All information requested herein must be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.
17. All proposals must be in accordance with the Purchasing Ordinances of the City of Rochester Hills and the requirements of this solicitation to be deemed responsive. Any deviation from the specifications must be noted in the proposal.
18. Ownership of all data, materials and documentation originated and prepared for the City of Rochester

Hills pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the City of Rochester Hills.

19. The supplier shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The supplier shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.
20. Advanced payments will not be authorized.
21. The City of Rochester Hills reserves the rights to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the consultant to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Mayor or the City of Rochester Hills.
22. Proposers are advised that the RFP is considered to be under evaluation until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the proposals and the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website. Proposal information will be available upon award of the contract.
23. In the event bankruptcy proceedings are commenced by or against contractor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit creditors of either party. City shall be entitled to terminate without further cost or liability. The City may cancel the Agreement/Contract or affirm the Contract and hold the contractor responsible for damages.
24. As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.
25. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. Addendum will be posted on the MITN system. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.
26. Under 2012, PA517, an Iran linked business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

27. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.
28. Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery or by manufacturer's warranty, whichever is greater. Should any defect be noted by the City, the Purchasing Division will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the City and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price.
29. Indemnification (Hold Harmless) Clause
To the fullest extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Rochester Hills, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
30. Insurance Requirements (If applicable)
The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: purchasing@rochesterhills.org.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

- a) Workers' Compensation Insurance: The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b) Commercial General Liability Insurance: The Consultant shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) per Contract Aggregate.
- c) Umbrella Liability Insurance: The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
- d) Motor Vehicle Liability: The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- e) Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds "The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."
- f) Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309."
- g) Proof of Insurance. The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

- h) If any of the above coverages expire during the term of the contract, the Consultant shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

VENDOR QUESTIONNAIRE

Date:	
Firm Name:	
Address:	
City/State/Zip Code:	
Telephone Number:	
Fax Number:	
Contact Person:	
Contact Person Email:	

Firm Established:	
Years in Business:	

Type of Organization: (Circle One)
a. Individual
b. Partnership
c. Corporation
d. Joint Venture
e. Other

Please respond to the following questions:

Please describe the tool or process customers use to negotiate end user license agreement terms or pricing with software vendors.

Please provide third party analyst reports evaluating your Marketplace.

Circle One:

Attached: Yes No

Does your Marketplace integrate with 3rd party procurement systems?

How many products are listed within your Marketplace?

How many customers are actively using your Marketplace?

Other than SaaS, what types of products are available in your Marketplace?

How can your Marketplace help us meet our supplier diversity goals?

Please describe any features your Marketplace offers to streamline the software purchasing process.

Does your Marketplace offer features to enable governance and control of software procurement? If so, please describe the features.

Please describe any features your Marketplace offers to enable financing.

Does your Marketplace include free trial listings?

Please describe the quality assurance process for new listings on your Marketplace.

Does your Marketplace allow for customers to deploy solutions in a restricted government public cloud?

What's the average length of time for a customer to deploy a solution purchased from your Marketplace (from transaction to go-live)? Are professional services usually required to facilitate deployment?

What support, if any, do you offer customers to assist with Marketplace issues or questions?

What support, if any, do you offer vendors to assist with listing their solutions in your Marketplace?

SIGNATURE PAGE

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide an On-Line Marketplace for Cloud and Software Products/Services, as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

Representative's Name: _____

Title: _____

Signature: _____

Dated: _____



Response to City of Rochester Hills, Michigan Request for Proposals Software Marketplace Including Cloud Solutions


RFP-RH-22-026
September 7, 2022



Response to City of Rochester Hills, Michigan Request for Proposals Software Marketplace Including Cloud Solutions

Submitted by:

Amazon Web Services, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210

A large black rectangular redaction box covering the signature area.

Submitted to:

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309
Attn: Lisa Cummins, CPPB
248-841-2537
cumminsl@rochesterhills.org

A large, irregular black redaction box covering the signature area.

AWS is pleased to submit the attached package for your review. AWS has provided answers based on its current knowledge, but these answers may change due to a variety of factors, including changes in your requirements, the capabilities of any third party selected to assist with implementation, and changes to AWS service offerings. Unless required by law, Customer agrees not to disclose the contents of this document. Where Customer is required to disclose document contents by law, Customer will provide AWS with written notice and an opportunity to seek redactions or otherwise prevent disclosure of the information to the maximum extent permitted by law. This package may include a set of suggested solutions for this opportunity. These solutions are potential suggestions for your evaluation based on our limited understanding of Customer's requirements. The responsibilities and liabilities of AWS to its customers are controlled by AWS agreements, and this document is not part of, nor does it modify, any agreement between AWS and its customers. For current prices for AWS services, please refer to the AWS website at www.aws.amazon.com



Amazon Web Services, Inc. ■ 410 Terry Avenue N. ■ Seattle, WA 98109

September 7, 2022

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

Attn: Lisa Cummins

Re: Software Marketplace Including Cloud Solutions RFP-RH-22-026

Dear Lisa Cummins,

The City of Rochester Hills is working with OMNIA Partners to establish a nationwide cooperative purchasing agreement for a cloud and software product marketplace. This agreement will help the City and OMNIA Members find the technology that meets the needs of the citizens and communities they serve. This agreement is a continuation of the City's demonstrated procurement excellence. The City has repeatedly shown its ability to innovate, find the best value in procurement, and effectively serve its community. With a procurement team nationally recognized for innovation and professionalism, the City is truly a leader in public sector procurement.

In the following proposal, Amazon Web Services, Inc. (AWS) offers our cloud marketplace, AWS Marketplace, to help the City and OMNIA Partners achieve their goal of establishing a nationwide cooperative agreement for cloud and software products. AWS Marketplace is the most extensive cloud marketplace, with more than 12,000 vetted solutions from more than 2,000 providers across 50 product categories.

AWS Marketplace helps public sector customers of any size—from small cities to large state agencies—transform how they buy and manage software, data, and related services. We help customers save thousands in resources, and months of time, by simplifying the procurement process with Private Offers, and private marketplace options. We offer innovative tools to help customers automate aspects of software procurement, further eliminating the costs and effort associated with traditional methods. We help customers manage costs through a variety of pricing structures, financing options, and cost-management tools. Finally, we offer tools to help customers navigate their options to quickly find the right solutions for their environment and use case.

We look forward to further dialogue and an exchange of more detailed information as we progress this initiative. If you have any questions, I can be contacted [REDACTED]





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1. Vendor Questionnaire

Table 1. Vendor Questionnaire Company Information

Requested Information	AWS Response
Date	August 17, 2022
Firm Name	Amazon Web Services, Inc. (AWS)
Address	410 Terry Avenue North
City/State/Zip Code	Seattle, WA 98109-5210
Telephone Number	N/A
Fax Number	N/A
Contact Person	[REDACTED]
Contact Person Email	[REDACTED]
Firm Established	05/03/2006
Years in Business	16 years
Type of Organization	c. Corporation

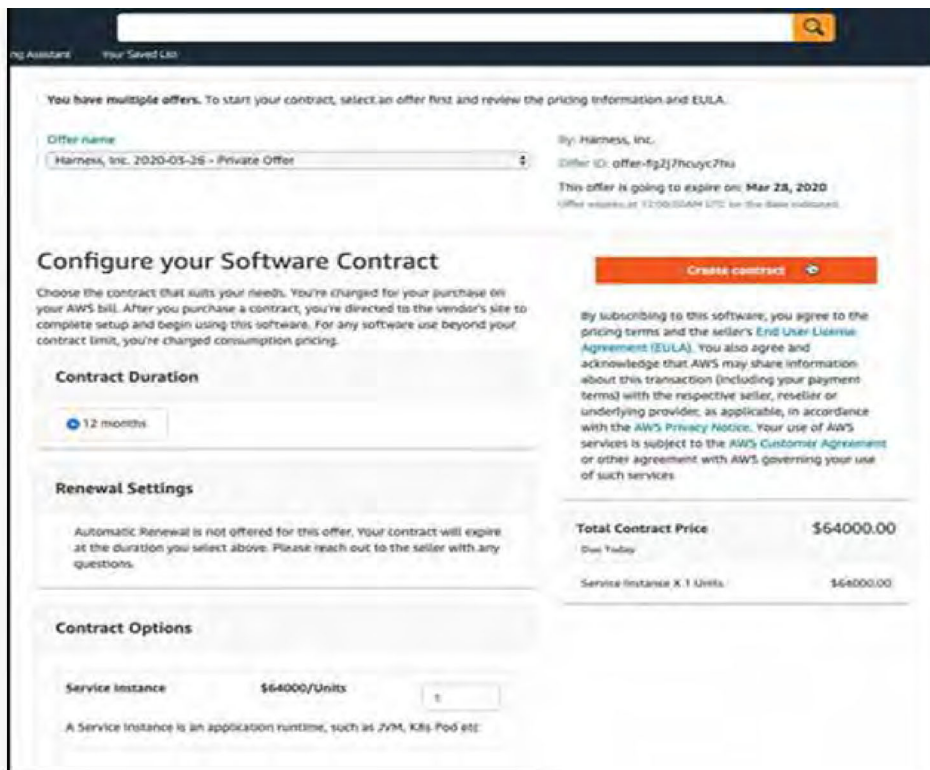
1.1. Please describe the tool or process customers use to negotiate end user license agreement terms or pricing with software vendors.

Summary Response

Private Offers are an AWS Marketplace purchasing option that allows buyers and sellers to negotiate custom pricing, payment schedules, and contract terms (such as end user license agreement [EULA] terms) for products in AWS Marketplace. After the offer details have been worked out with the buyer, the seller creates a Private Offer for the AWS account that the customer designates. **Private Offers provide a simplified procurement process that can help accelerate customer procurement efforts.**

Additional Details

Each Private Offer has pricing and licensing terms specifically offered to the account. The seller of the product extends a Private Offer to the customer. The customer can then access this offer from their AWS Marketplace console in the account to which the offer was extended or by using a unique URL linking directly to the seller's offer. From the offer page, as shown in **Figure 1**, the customer can review details for accuracy then complete the purchase.



The screenshot shows the AWS Marketplace Private Offers Acceptance Page for Harness, Inc. The page includes a header with a search bar and navigation links. The main content area is titled "Configure your Software Contract" and contains several sections:

- Offer Details:**
 - Offer name: Harness, Inc. 2020-03-26 - Private Offer
 - By: Harness, Inc.
 - Offer ID: offer-fg2j7houyc7hu
 - This offer is going to expire on: Mar 28, 2020
 - Offer expires at: 12:00:00AM UTC (in the time indicated)
- Contract Duration:**
 - Choose the contract that suits your needs. You're charged for your purchase on your AWS bill. After you purchase a contract, you're directed to the vendor's site to complete setup and begin using this software. For any software use beyond your contract limit, you're charged consumption pricing.
 - 12 months
- Renewal Settings:**
 - Automatic Renewal is not offered for this offer. Your contract will expire at the duration you select above. Please reach out to the seller with any questions.
- Contract Options:**
 - Service Instance: \$64000/Units
 - 1
 - A Service Instance is an application runtime, such as JVM, K8s, Pod etc.
- Terms and Conditions:**
 - By subscribing to this software, you agree to the pricing terms and the seller's End User License Agreement (EULA). You also agree and acknowledge that AWS may share information about this transaction (including your payment terms) with the respective seller, reseller or underlying provider, as applicable, in accordance with the AWS Privacy Notice. Your use of AWS services is subject to the AWS Customer Agreement or other agreement with AWS governing your use of such services.
- Summary:**
 - Total Contract Price: \$64000.00
 - One Year
 - Service Instance X 1 Units: \$64000.00

Figure 1. AWS Marketplace Purchasing Program Private Offers Acceptance Page.

Consulting Partner Private Offers (CPPOs) enable customers to purchase directly through an AWS Marketplace Consulting Partner, simplifying the procurement process. Customers can receive guidance from an expert in their field and purchase the software solution through their preferred partner. With a CPPO:



- The consulting partner and independent software vendor (ISV) establish an agreement to resell one or more of the ISV's products
- The consulting partner sets the price and payment schedule
- The consulting partner then extends the offer to the buyer for that product.

Like a Private Offer, each CPPO is extended to the buyer's AWS account of choice, with the offer visible only to the buyer. The process by which a customer receives and accepts a CPPO is identical to that detailed for a Private Offer.

Customers migrating to cloud-based products or trying out new software solutions often find that they want to upgrade or renew their software as a service (SaaS) agreements early—as their workloads expand. AWS Marketplace streamlines this process. SaaS Contract Upgrades and Renewals for AWS Marketplace make the process of upgrading and renewing these contracts easier than ever before. While the initial contract is still in effect, buyers can communicate with sellers to negotiate a new Private Offer or CPPO that best meets their needs. The offer can include additional entitlements to use the product, pricing discounts, a payment schedule, a revised contract end date, and changes to terms such as the EULA, all in accord with the needs of a specific buyer.

Once the buyer accepts the offer, the new terms go into effect immediately. This new, streamlined process means that buyers and sellers no longer need to track parallel paper and digital contracts. Streamlining also means buyers receive continuous service.

Additionally, we understand not all customers can agree to an ISV's standard—or “click-through”—EULA and negotiations can delay a needed purchase. AWS Marketplace offers standardized license agreement options for eligible products, including the Standard Contract for AWS Marketplace (SCMP). The SCMP is an accommodation between common EULA terms and the terms public sector customers redline most frequently. ISVs and customers can opt in to accept all SCMP terms or use it as a starting point for Private Offer negotiations. This allows customers to abbreviate or eliminate lengthy negotiations, decrease time to contract, and build at the speed of cloud.

The SCMP gives customers access to standard license terms for eligible products and simplifies software procurement. The SCMP is built for customers of all sizes, from startups to enterprise, and offers well-balanced license terms for public product listings found in AWS Marketplace. Customers can review SCMP terms, then use the terms across eligible products, eliminating the need to negotiate contracts for every purchase. Please see **Section 1.9** for more information on SCMP from a governance perspective.

1.2. Please provide third party analyst reports evaluating your Marketplace.

Circle One:

Attached: ☒ Yes ☐ No

In **Table 2**, we present a selection of our analyst reports for download. Customers can access additional reports through the [AWS Marketplace Resource Hub](#).

Table 2. Analyst Reports

Analyst or Research Organization	Available Reports
Forrester	AWS has been evaluated by Forrester in multiple AWS Marketplace-related reports, including:



Analyst or Research Organization	Available Reports
	<p>The Forrester New Wave™: Marketplaces for SaaS Sourcing, Q1 2022— https://reprints2.forrester.com/#/assets/2/374/RES176314/report</p> <p>The Total Economic Impact of AWS Marketplace— https://pages.awscloud.com/awsmvp-report-mul-forrester-customertei.html?trk=2762674c-6163-4baa-86c4-1064ec17aa14&sc_channel=el</p> <p>Thought Leadership Paper “Reduce Risk Exposure and Friction with Trusted Online Marketplaces”—https://pages.awscloud.com/awsmvp-report-mul-forrester-teithoughtleadership.html?trk=db4de3ca-ab3c-406e-b1cb-3d40e3210714&sc_channel=el</p> <p>Total Economic™ Study “The Partner Opportunity for AWS Marketplace ISVs”—https://pages.awscloud.com/awsmvp-report-mul-forrester-partnertei.html?trk=b7b51fba-16a5-4b0b-9e34-e5c4fe4971c5&sc_channel=el</p>
Enterprise Strategy Group (ESG)	<p>AWS Marketplace Purchasing Efficiency— https://pages.awscloud.com/rs/112-TZM-766/images/ESG-Technical-Validation-AWS-Nov-2020.pdf</p>

For our extensive library of all AWS-related analyst reports, please visit our [analyst reports webpage](#).

1.3. Does your Marketplace integrate with 3rd party procurement systems?

Summary Response

Yes, AWS Marketplace can integrate with third-party procurement systems. **This integration helps to simplify the procurement process and helps customers more easily comply with internal procurement policies.**

Additional Details

As detailed in **Section 4.2**, “PunchOut” integration is available. PunchOut integration enables AWS Marketplace to make a direct connection with cXML procurement systems. AWS Marketplace currently supports punchouts to Coupa and SAP Ariba procurement systems. This integration allows customers to use their existing procurement system and processes when transacting in AWS Marketplace. Once a customer finds the software they need and clicks to request approval, AWS Marketplace redirects them back to their procurement system to complete a requisition request.

Not every public sector customer has the procurement capabilities or budget to procure a traditional third-party procurement system. However, most customers would benefit from common features offered by these systems, such as budget tracking, cost estimations, and order management. AWS offers many tools to manage and monitor AWS services and spend, offering member customers some of the same functionalities as a traditional procurement system without the cost. AWS services such as AWS Budgets, AWS Cost Explorer, and AWS Purchase Order Management can help customers streamline purchasing, gain better visibility



and control into their organization's spend, and maximize their budget dollars. **Section 9.2** details how other AWS services can help augment customer procurement management and budgeting.

1.4. How many products are listed within your Marketplace?

Summary Response

With more than 12,000 products listed, AWS Marketplace is the most extensive cloud marketplace.

Additional Details

There are currently over 12,000 products across 65 categories available within AWS Marketplace. These products are offered by more than 2,000 sellers, including ISVs, value-added resellers (VARs), consulting partners, distributors, and other providers. As the first cloud infrastructure provider to launch a marketplace, we have spent a decade building and innovating the AWS Marketplace portfolio. We continue to rapidly expand the AWS Marketplace solutions available to our customers. We have added over 4,000 products and 15 categories to our portfolio since the end of 2020. The expansion of our catalog is largely organic, based on customer requests or recommendations, and follows the quality assurance process described in **Question 1.12**. This means that not only does AWS Marketplace have more products available than alternative cloud marketplaces, but our portfolio is comprised of solutions our customers want from the suppliers they know and trust.

1.5. How many customers are actively using your Marketplace?

We currently have over 325,000 active AWS Marketplace customers that account for over two million active subscriptions.

1.6. Other than SaaS, what types of products are available in your Marketplace?

Summary Response

In addition to SaaS, AWS Marketplace listings include third-party data through AWS Data Exchange, AWS-built AMIs, private AMIs built by third parties, APIs, Amazon SageMaker ML models and algorithms, AWS CloudFormation templates, container images, Helm charts, and professional services. **These offerings contribute to AWS Marketplace being the most extensive cloud marketplace.** A few of the most popular product options are detailed in **Figure 2**. These offerings help to meet the varying needs and technical know-how of our customers.

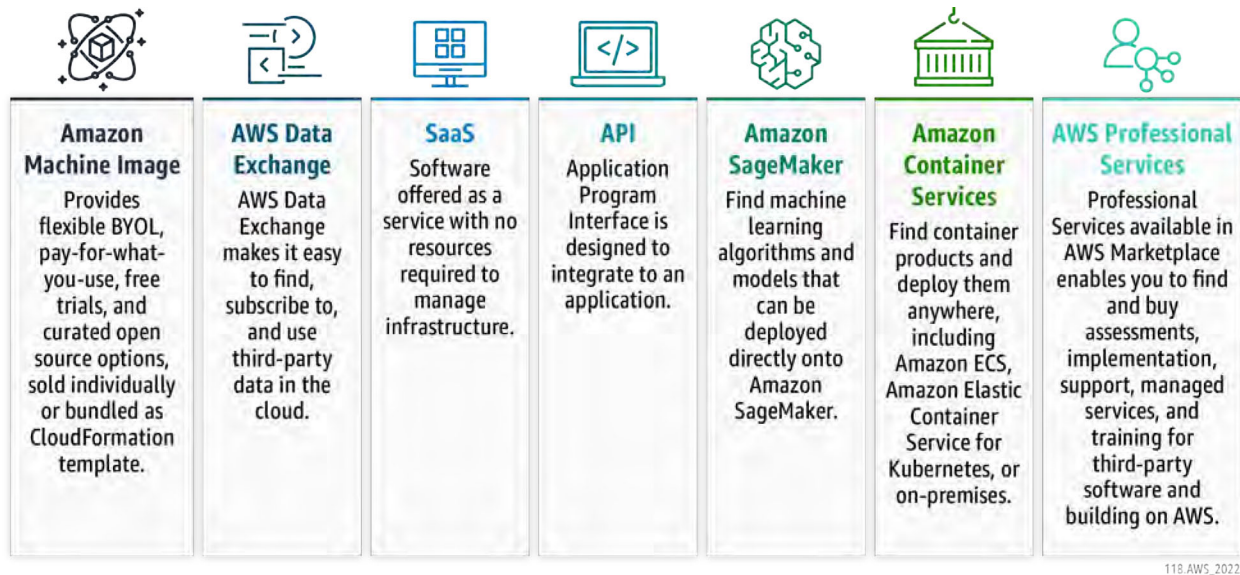


Figure 2. Sample Products Available in AWS Marketplace.

Additional Details

Customers can find and buy professional services offered by trusted AWS Marketplace sellers to help them assess, deploy, manage, support, and conduct training for third-party software running on AWS or for services related to building on, migrating to, and training on AWS. Any AWS Marketplace seller, including ISVs and AWS Marketplace Consulting Partners, can publish a professional services product listing to the public catalog and sell direct to customers. Sellers create a product offering that describes the services they provide, negotiate with customers to create an agreement on terms, and then create a custom Private Offer for services through AWS Marketplace.

This allows customers to find and buy complete solutions from one platform. Customers can find the available services in the “professional services” category when searching in AWS Marketplace. Customers can purchase these services through AWS Marketplace, but will need to work with the seller to scope the professional services to meet their needs.

Additional information on available delivery methods are detailed in **Section 9.3** and in the [AWS Marketplace Buyers Guide](#).

1.7. How can your Marketplace help us meet our supplier diversity goals?

Summary Response

AWS Marketplace can help the City and OMNIA Members procure directly from sellers in a variety of categories that may help meet supplier diversity goals. The City and OMNIA Members can track transactions with diverse AWS Marketplace sellers. For diverse vendors that are not currently AWS Marketplace sellers, our streamlined seller onboarding processes, including our AWS Marketplace Startup Program, help diverse suppliers list their solutions quickly. The City and OMNIA Members can also find diverse AWS Partners on the AWS Partner Network (APN) using our search functionality.



Additional Details

While AWS is agnostic in the process and AWS Marketplace merely provides billing and invoicing for transactions, we enable customers to procure many solutions directly from Independent Software Vendors (ISVs) and consulting partners from a variety of diverse categories. Examples include service ISVs like [Solodev](#) (women-owned), [Enquizit Inc.](#) (8(a)) and channel partners like [Ventech Solutions](#) (minority-owned), [SHI](#) (women-owned), and [WWT](#) (minority-owned). AWS Marketplace is continually adding new ISV and consulting partners. AWS is open to working with the City and other OMNIA members to identify and onboard preferred diverse suppliers.

With AWS Marketplace purchases, the supplier of the product listed is the seller of record in AWS Marketplace transactions. Each seller's name is detailed on the invoice, as shown in **Figure 3**, to assist in verification. As customers have different requirements and capabilities regarding how they recognize diverse spend, some customers may recognize AWS Marketplace purchases from diverse suppliers as Tier-1 purchases where others would consider these Tier-2 purchases.

Each seller's name is detailed on the invoice, to assist in verification.

Amazon Web Services, Inc. Invoice
Email or talk to us about your AWS account or bill, visit aws.amazon.com/contact-us/

Account number: [REDACTED]
Invoice Summary
Invoice Number: [REDACTED] Please include this invoice number with your payment
Invoice Date: June 3, 2020
TOTAL AMOUNT DUE ON July 3, 2020 \$ [REDACTED]

Buyer's address: [REDACTED]

This invoice is for the billing period May 1 - May 31, 2020
Greetings from Amazon Web Services, we're writing to provide you with an electronic invoice of your transactions on the AWS Marketplace. Additional information about your bill, individual service charge details, and your account history are available on the Account Activity Page.

Summary	
AWS Marketplace Charges	\$ [REDACTED]
Charges	\$ [REDACTED]
Credits	\$ [REDACTED]
Tax *	\$ [REDACTED]
Total for this invoice	\$ [REDACTED]

Detail for Consolidated Bill	
Vendor Product - Vendor Name	
Charges	\$ [REDACTED]
VAT **	\$ [REDACTED]
GST	\$ [REDACTED]
Estimated US sales tax to be collected	\$ [REDACTED]
CT	\$ [REDACTED]
Vendor Product 2 - Vendor Name 2	
Charges	\$ [REDACTED]
VAT **	\$ [REDACTED]
GST	\$ [REDACTED]
Estimated US sales tax to be collected	\$ [REDACTED]
CT	\$ [REDACTED]

* May include estimated US sales tax, VAT, ST, GST and CT.
Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration. Pay-Only regime and GST registration number is M83373009E.
AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.
** This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to the Bills page on your Billing Management console.
*** Please reference the tax invoice for a breakout of the Canadian taxes by type
† Usage and recurring charges for this statement period will be charged on your next billing date. The amount of your actual charges for this statement period may differ from the charges shown on this page. The charges shown on this page do not include any additional usage charges accrued during this statement period after the date you are viewing this page. Also, one-time fees and subscription charges are assessed separately, on the date that they occur.
All charges and prices are in US Dollars.
All AWS Services are sold by Amazon Web Services, Inc.

Electronic funds transfer details:
Bank Name: Wells Fargo NA
Account Name: Amazon Web Services, Inc.
Bank Address:
400 Montgomery Street
San Francisco CA 94103
Checking Account Number: [REDACTED]
ABA Routing Number: [REDACTED]
Wire Routing Number: [REDACTED]
SWIFT Code: [REDACTED]

or Mail payment to:
Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-8423, US

105.AWS_2022

Figure 3. Using AWS Marketplace to Help Meet Supplier Diversity Goals



AWS focuses on expanding the AWS Marketplace portfolio to include diverse ISV and channel partners. For diverse suppliers interested in becoming AWS Marketplace sellers, our streamlined seller onboarding and listing process makes it easy for suppliers to start selling their solutions on AWS Marketplace. We have AWS Marketplace Business Development resources dedicated to recruiting and supporting channel partners, ISV partners offering government-focused solutions, and ISVs offering education-specific solutions.

We offer additional support through our [AWS Marketplace Startup Program](#) for qualifying vendors. This program is designed to provide additional guidance and resources to startups to help build, market, and sell their solutions. Benefits include white-glove assistance from AWS Marketplace Business Development teams and AWS credits for proofs of concepts and to offset integration costs to launch an initial listing.

How to Find Diverse AWS Partners through the APN

Many types of diverse suppliers are publicly accessible through AWS. As shown in **Figure 4**, customers can use filtering options to search for AWS Partners on the [APN Directory](#) (outside of AWS Marketplace) who meet their specific needs. Example filtering options include economically disadvantaged women-owned small business (EDWOSB), historically underutilized business zone (HUBZone), and minority-owned businesses.

▼ **US Federal Socio - Economic Status**

- ☐ Economically Disadvantaged Women-Owned Small Business(EDWOSB)
- ☐ Historically Underutilized Business Zone(HUBZone)
- ☐ Minority Owned
- ☐ SBA Certified Small Business(SB)
- ☐ Service Disabled Vet Own Sm Bus(SDVOSB)
- ☐ Service-Disabled Veteran Owned Small Business Concern(SDVOSBC)
- ☐ Small Business
- ☐ Small Business Designated (SDB)
- ☐ Small Disadvantaged Business (SDB)
- ☐ Small Disadvantaged Business 8(a) Certified
- ☐ Small Disadvantaged Business(SDB)
- ☐ Veteran Owned Small Business (VOSB)
- ☐ Veteran-Owned Small Business(VOSB)
- ☐ Woman Owned (WO)
- ☐ Women-Owned Small Business(WOSB)

Figure 4. Sample Diverse Supplier Filtering Options



1.8. Please describe any features your Marketplace offers to streamline the software purchasing process.

Summary Response

AWS Marketplace can help the City and OMNIA Members **simplify the software purchasing process** through Private Offers, the SCMP, Private Marketplaces, Marketplace Vendor Insights, integration with e-procurement systems, and AWS Cost Management tools. These tools help customers negotiate, buy, manage, and govern software procurement on one platform, AWS Marketplace.

Additional Details

Public sector organizations must balance extensive regulatory and compliance objectives with cost-effective procurement strategies. The City and other OMNIA members have traditionally required expensive and complex procurement processes. Procuring even simple software can cost the City thousands of dollars, in addition to licensing and deployment costs. AWS Marketplace helps to simplify and streamline procurement for public sector organizations, enabling them to spend their budgets driving their missions forward rather than on administrative overhead.

AWS Marketplace is more than just a location for transactions—it offers various features to streamline software purchasing. These include:

- **Private Offers**—Private Offers are described in our response to **Question 1.1**. With Private Offers, buyers can negotiate custom pricing, payment schedules, and terms (such as EULAs) for products in AWS Marketplace. This flexibility can help buyers avoid lengthy procurement periods usually associated with custom terms.
- **SCMP**—The SCMP is described in our response to **Question 1.1**. The SCMP is an accommodation between common EULA terms and the terms public sector customers redline most frequently. Using the SCMP allows customers to alleviate lengthy negotiations, decrease time to contract, and build at the speed of cloud.
- **Private Marketplace**—Private Marketplace is described in our response to **Question 1.9**. Private Marketplace allows customers to create a customized private catalog of preapproved products. Administrators can create unique sets of vetted software available in AWS Marketplace for different AWS accounts within their organization to purchase. Preapproval can help accelerate procurement within an organization.
- **Marketplace Vendor Insights**—This new feature helps streamline third-party software risk assessment by enabling sellers to make security and compliance information available through AWS Marketplace. Using Vendor Insights can help buyers reduce assessment lead time to a few hours by allowing buyers to access the vendor's validated security profile, saving months of effort from questionnaires and back-and-forth with vendors. Vendor Insights notifications also help buyers avoid periodic reassessments and provide ongoing visibility and alerts about the vendor's security hygiene, such as an expiring compliance certification.
- **Procurement System Integration**—Procurement system integration is described in **Question 1.3**. AWS Marketplace currently supports integration with Coupa and SAP Ariba procurement systems. This integration allows customers to use their existing procurement system and processes when transacting in AWS Marketplace.
- **AWS Cost Management Tools**—AWS Cost Management tools are detailed in **Section 4.4.1.1**. These tools provide many of the core features of procurement systems, such as budget tracking, cost estimations, and order management.



AWS Marketplace offers all these features to streamline the procurement process while offering an end-to-end supply chain that works to fit customers' specific needs.

The majority of the products on AWS Marketplace are available as self-service, allowing customers to purchase and start using their product in minutes with a few clicks. Customers can select from the deployment options detailed in **Question 1.6** and from various pricing options such as pay-as-you-go, monthly, annual, and multi-year—all billed from one source. AWS handles billing and payments, and charges appear on customers' AWS bill.

In a 2022 [Total Economic Impact™ of AWS Marketplace](#) by Forrester, respondents indicated time savings of 66% due to procurement efficiencies with AWS Marketplace and a 75% reduction in onboarding effort for new vendors.

Please also see this Technical Validation by the Enterprise Strategy Group (ESG), "[AWS Marketplace Purchasing Efficiency](#)," describing how AWS Marketplace improves purchasing efficiency by accelerating and simplifying the software procurement lifecycle.

1.9. Does your Marketplace offer features to enable governance and control of software procurement? If so, please describe the features.

Summary Response

Yes. AWS Marketplace can enable governance and control of software procurements through AWS governance tools, Private Marketplaces, Private Offers, and the SCMP. **These tools help customers simplify compliance with their internal procurement policies.**

Additional Details

AWS Marketplace offers several governance and control features, allowing customers to pick the features best suited to their needs. These features are designed with a balance of centralizing governance while enabling speed and innovation. Features include AWS Governance tools, Private Marketplace, Private Offers, and the SCMP.

AWS Governance Tools

For guardrails on users making AWS Marketplace purchases, customers can use AWS Identity and Access Management (IAM) and Private Marketplace or both. Using IAM, administrators can manage access to AWS Marketplace services securely. IAM policies allow the administrator to specify each action, including subscribing to products and managing their AWS accounts. Customers can use AWS managed policies to provide basic AWS Marketplace permissions or create their own policies. For spend management, customers can use AWS Budgets and Cost Explorer or AWS Marketplace e-procurement system integration, as described in **Question 1.3** and **Section 4.2**.

Private Marketplace

Private Marketplace enables administrators to build customized digital catalogs of approved products from AWS Marketplace, as shown in **Figure 5**. Administrators can create unique sets of vetted software available in AWS Marketplace for different AWS accounts within their organization to purchase. In addition to building and managing catalogs of approved products from AWS Marketplace that comply with an organization's internal policies, administrators can also customize their Private Marketplace with an organization logo, color scheme, and messaging. By customizing the Private Marketplace interface, users know they are in an approved environment.



Figure 5. Private Marketplace

Users can easily find and deploy products that have been vetted for their use with Private Marketplace. Approved products are labeled as "Approved for Procurement" to quickly identify their organization's vetted products.

Private Offers

Private Offers are described in our response to **Question 1.1**. For granular governance and standardization on seller agreements, customers can use Private Offers.

SCMP

The SCMP is described in our response to **Question 1.1**. Buyers and sellers can use the SCMP to address the fundamental needs of both parties. Leading with common ground helps organizations alleviate the friction of negotiation and accelerate the sales cycle. With AWS Marketplace, buyers and sellers can transact using SCMP to govern software usage and define obligations of each party.

Standardized contracts can also be amended to support custom transaction requirements agreed upon between buyer and seller. AWS recently engaged sellers and buyers for feedback on the SCMP templates, including public sector buyers. The revised templates better align to government requirements and may reduce the need to negotiate the SCMP for our government and education customers. The updated SCMP will be launched later this year. If customers are interested in using the new template prior to launch, they can request sellers use the "SCMP 2022" template through Private Offers.

The Standard Contract Amendment template is available to capture agreed changes to the SCMP. It is extended to the buyer by the participating seller through Private Offers. AWS Marketplace also has the following two optional addenda for use in Private Offers:

- The Enhanced Security Addendum is designed to support heightened requirements of financial services organizations or transactions with sensitive data concerns.
- The Business Associate Addendum is designed to support heightened requirements associated with HIPAA compliance for the healthcare industry.

Customers can also continue to use the current versions of these documents, available at <https://aws.amazon.com/marketplace/features/standardized-contracts>.



1.10. Please describe any features your Marketplace offers to enable financing.

Summary Response

AWS Marketplace enables financing through select AWS Marketplace Consulting Partners and other third-party financing groups. We also enable flexible payments for Private Offers through our Flexible Payment Scheduler feature.

Additional Details

AWS Marketplace supports flexible options to help our customers maximize value on their most strategic software purchases. Customer financing is possible through select AWS Marketplace Consulting Partners and other third-party financing groups, such as [Optiv](#), [Presidio](#), and [SHI](#). Financing is available for both Private Offers and Consulting Partner Private Offers and is available whether or not a consulting partner is part of the opportunity. Financing enables customers to negotiate favorable pricing through longer commitments while splitting payments over a financing agreement spanning one, two, or three years.

The Flexible Payment Scheduler, shown in **Figure 6**, is another popular AWS Marketplace feature that allows sellers to extend Private Offers to customers with a custom payment schedule. Similar to financing, with Flexible Payment Scheduler customers can reap the benefits of longer commitments, while spreading the payment schedule over the contract duration (up to five years). Flexible Payment Scheduler is available through most marketplace sellers for Private Offers on SaaS contracts and Amazon Machine Image (AMI) multi-year products.

The screenshot shows the AWS Marketplace interface for a private offer titled "[Private] mpcustdesk SaaS Contracts Test". It includes a dropdown for "Offer name" set to "Private Offers Seller Creates 2019-03-04 - Private Offer". Key details include: "By: Private Offers Seller Creates", "Offer ID: offer-drqkew2rpgbwc", and an expiration date of "Mar 06, 2019". The "Contract configuration details" section shows a "Contract Duration" of "1 MONTHS" and a table with one dimension: "Dim1_test" with "1 Unit(s)". A "Create contract" button is present. The "Payment schedule" section shows a "Total price" of "\$0.03" and a table with three payments: "Payment 1" (\$0.01 on 2019-03-06), "Payment 2" (\$0.01 on 2019-03-10), and "Payment 3" (\$0.01 on 2019-03-29). A small footer note "101.AWS_2022" is visible.

Dimensions	Units
Dim1_test	1 Unit(s)

Payment schedule	Total price
	\$0.03
Invoices are generated at 12:00:00AM UTC on the date provided (To determine the difference between your local time and Universal Time, click here)	
No. of payments: 3	Last payment: 2019-03-29
Payment 1	2019-03-06 \$0.01
Payment 2	2019-03-10 \$0.01
Payment 3	2019-03-29 \$0.01

Figure 6. Sample Flexible Payment Schedule



Payment schedules are displayed in Private Offers, allowing the customer to view and confirm the payment schedule prior to committing to the purchase. Once they are subscribed, the customer can see all the payments on the schedule and on their AWS invoice, helping them track their spending.

Customers must be on invoice terms to use this feature. For customers who pay their AWS bill using a credit card but who are interested in using Flexible Payment Scheduler (FPS) to switch to invoicing, AWS Account Managers can help.

1.11.Does your Marketplace include free trial listings?

Summary Response

Yes, free trial listings are included in AWS Marketplace.

Additional Details

AWS Marketplace currently offers over 3,400 free products spanning numerous categories like data products, infrastructure software, and business applications and delivery methods such as AWS Data Exchange, AMIs, and container images. No-cost products are offered from a wide range of sellers including Intel, Veeam, TIBCO Software, and Bitnami by VMware.

In May of 2022, AWS Marketplace introduced free trials for SaaS contract products so customers can try products before they buy them. Customers can discover SaaS contract products that offer free trials, review usage terms and trial duration, and start a free trial in a few clicks directly in AWS Marketplace. SaaS contract free trials do not require an upfront payment, allowing customers to evaluate software without a commitment. During the trial period a customer can choose to subscribe to the available public offer, or negotiate a Private Offer with the seller. SaaS contract free trials will not automatically convert into paid agreements, so if a customer decides that the product is not the right fit, they can simply let the free trial expire.

Popular ISVs like CrowdStrike, Okta, Sumo Logic, and Tanium are a few of the sellers that are early adopters of the program and are currently offering free trials.

Additionally, some sellers on AWS Marketplace offer a bring-your-own-license (BYOL) pricing model to customers, with over 750 BYOL products currently available. This lets customers migrate their existing product licenses to AWS, which is useful for customers migrating workloads to the cloud with their existing vendors. There is no license cost, as related billing is maintained with the external channel the customer used to purchase the licenses. Related AWS charges are limited to the infrastructure costs to deploy the licenses.

With the AWS Free Tier program, certain participating AWS services up to a specific maximum amount of usage each month are available free of charge. Applicable services and usage limits are defined at aws.amazon.com/free. With the AWS Free Tier program, customers can eliminate or reduce these infrastructure costs, depending on instance type and hours used. With Free Tier, Amazon Elastic Compute Cloud (Amazon EC2) compute charges for Micro Instances are free for up to 750 hours a month for qualifying customers.

1.12.Please describe the quality assurance process for new listings on your Marketplace.

Summary Response

Before their products are available on AWS Marketplace, sellers must meet specific listing and product requirements. To register as a seller, vendors must create a public profile and provide tax and banking information. Additional steps are required for sellers of certain regions to comply with local laws. Once the seller's registration is verified complete, they prepare their

products for publishing. Each product type has its own product guidelines that must be met. AWS Marketplace maintains these guidelines for products and offerings on AWS Marketplace to promote a safe, secure, and trustworthy platform for our customers. We also encourage sellers to review implementation of additional controls and protocols as applicable to meet the needs of their specific products.

Additional Details

Once a seller has prepared their product for listing on AWS Marketplace, they create a product request. The product request must follow AWS listing guidelines requiring transparency regarding product, seller, and pricing. The seller submits the product request for review by the AWS Marketplace team, which then reviews the products and related metadata to check they meet or exceed the listing guidelines.

The guidelines are focused on policy and security compliance, software vulnerabilities, and product usability. They are reviewed and adjusted to meet our evolving security requirements. If there are any questions or issues with a request, the AWS Marketplace team connects with the seller to resolve. Once approved, a mock-up of the product's page is created. After the seller reviews the page, they accept or reject the mock-up. Once approved and accepted, AWS adds the listing page to the AWS Marketplace. Products are also reviewed when updates or changes are made. Our QA process is depicted in **Figure 7**.

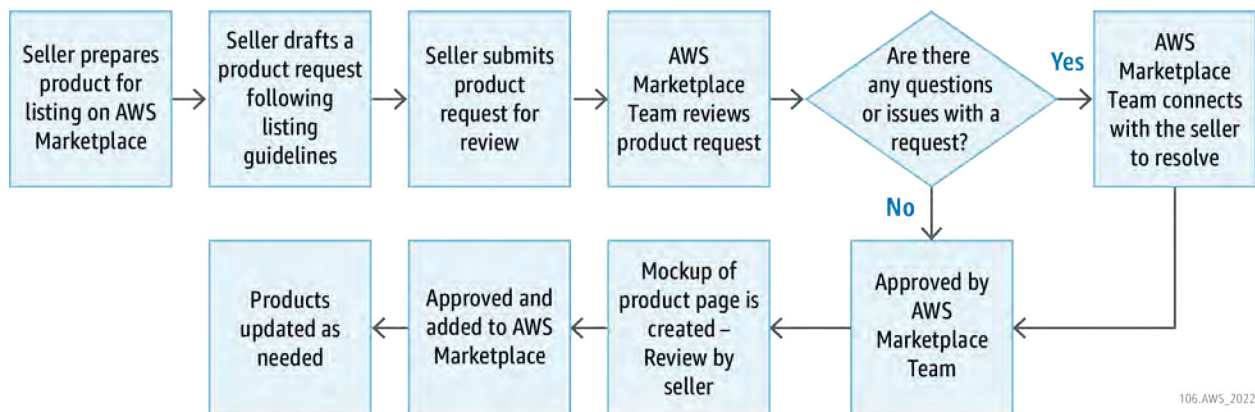


Figure 7. AWS's Quality Assurance Process Ensures Buyers Have Access to High-Quality Offerings

In addition, AWS Marketplace continuously reviews products to verify that they meet any changes to our guidelines. If products fall out of compliance, we might require that a seller update their product and in some cases a seller's product might temporarily be unavailable to new subscribers until issues are resolved.

1.13.Does your Marketplace allow for customers to deploy solutions in a restricted government public cloud?

Summary Response

Yes. AWS Marketplace allows customers to deploy solutions in AWS GovCloud (US), a restricted government public cloud.



Additional Details

AWS Marketplace makes it easy for customers to find, buy, and deploy solutions in AWS GovCloud (US) Regions. AWS GovCloud (US) gives government customers and their partners the flexibility to architect secure cloud solutions that comply with the FedRAMP High baseline; the DOJ's Criminal Justice Information Systems (CJIS) Security Policy; U.S. International Traffic in Arms Regulations (ITAR); Export Administration Regulations (EAR); Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) for Impact Levels 2, 4, and 5; FIPS 140-2; IRS-1075; and other compliance regimes. AWS GovCloud (US-East) and (US-West) Regions are operated by US citizens on US soil.

The following links are to software available in AWS Marketplace for AWS GovCloud (US), with options for AMIs and CloudFormation templates, among others:

- [SaaS solutions available in AWS Marketplace for AWS GovCloud \(US\)](#)
- [AWS GovCloud \(US-East\) Region AMIs and CloudFormation Templates AWS Marketplace Catalog](#)
- [AWS GovCloud \(US-West\) Region AMIs and CloudFormation Templates AWS Marketplace Catalog](#)

How AWS Marketplace Differs for AWS GovCloud (US)

Due to the security requirements, there are some differences in how AWS Marketplace functions for AWS GovCloud (US), including:

- The full catalog of solutions is currently not available for use.
- Product Support Connection is currently not available.
- Container products and Amazon Machine Learning products are not currently supported in AWS GovCloud (US).
- Launch from the AWS Marketplace website is not supported with GovCloud AWS accounts. GovCloud AWS accounts are a separate account than a customer's standard AWS account. Users must subscribe to software in AWS Marketplace using their AWS account. Once subscription is complete AMI and CloudFormation template products can be deployed from the EC2 console in the AWS GovCloud Regions. SaaS product access varies and depends on the product/vendor.
- Integration with AWS Service Catalog is currently not available.

While the full AWS Marketplace catalog of solutions is not currently available, we are actively working with AWS Marketplace sellers to offer their solutions in AWS GovCloud (US). AWS Marketplace currently offers over 2200 AMIs, CloudFormation templates, and SaaS solutions in the AWS GovCloud (US) Regions.

1.14. What's the average length of time for a customer to deploy a solution purchased from your Marketplace (from transaction to go-live)? Are professional services usually required to facilitate deployment?

Summary Response

Deployment time can vary based on solution type and customer technical capability. Professional services, while available if required by customers, are not usually required to facilitate deployment.



Additional Details

Some AWS Marketplace offerings, such as AMIs, can be configured and go live in minutes, with more complex deployments taking more time. [In 2020, AWS Marketplace surveyed 500 IT decisions makers at US companies](#). In addition to indications of high customer satisfaction, responses revealed that when purchasing cloud software and services on AWS Marketplace, respondents spent on average 49% less time finding, buying, and deploying solutions than when not using AWS Marketplace. This saved them an average of 25 hours of staff time, freeing up staff for other activities. Participants in this survey indicated the area AWS Marketplace saved the most time was deployment, accounting for over 44% of the total time saved.

While professional services are not typically needed, many of our sellers offer implementation services for purchase in AWS Marketplace in case a customer requires more in-depth deployment support. Most sellers include documentation in the listing, which provides deployment guidance. In addition, AWS provides resources to support customers deploying products, such as the [AWS Marketplace Buyer Guide](#), [implementation guides](#), [AWS Quick Starts](#), and [instructional videos](#).

1.15. What support, if any, do you offer customers to assist with Marketplace issues or questions?

Summary Response

To assist AWS Marketplace customers with issues or questions, we offer the AWS Marketplace Buyer Guide, implementation guides, quick starts, instructional videos, FAQ, a resource hub, access to an AWS account manager, and access to AWS Marketplace customer advisors. Additionally, sellers must include support and refund information in each product listing so buyers can easily contact the seller directly.

Additional Details

As demonstrated in **Question 1.14**, we have a vast collection of publicly available resources to help customers address their issues and questions. The [AWS Marketplace Help and FAQ page](#) addresses the most common questions we receive and the [AWS Marketplace Resource Hub](#) is includes more in-depth content categorized by role, solution type, and content type.

For issues or questions regarding a specific listing, each seller includes on the listing page at least one method to connect with the product's support channels, typically an email address or URL. We direct sellers to include information on the level of support a customer can expect and encourage them to include details for both pre-purchase questions and post-purchase issues, such as support for issues using the services, troubleshooting, and requesting refunds. All paid products, regardless of pricing model, must have a stated refund policy for software charges. The policy must include the terms of the refund and a method of contacting the seller to request a refund.

Customers can also contact their AWS account manager for assistance. If the issue or question is not one the account manager can resolve on their own, they can call upon numerous resources dedicated to AWS Marketplace for support, such as AWS Marketplace customer advisors. Customer advisors support specific customers and regions (e.g., education customers in the eastern part of the US) and work collaboratively with account managers, customers, and sellers to answer questions, resolve issues, and mitigate any potential friction in the buying process, especially for first-time users.

1.16. What support, if any, do you offer vendors to assist with listing their solutions in your Marketplace?

Summary Response

To assist vendors with listing their solutions in AWS Marketplace, we offer quick starts, an easy to navigate user interface, simple transactions, reporting, and extensive training including videos, webcasts, exercises, templates, and a self-service workshop. **These tools help vendors to offer AWS Marketplace customers solutions faster, with simpler transactions, and more flexible terms.**

“Marketplace allows us to unlock further business with AWS down the stretch, whether that be through coselling or comarketing.”

—Chief Growth Officer, Americas ISV

Additional Details

[A recent Forrester study \(2022\)](#) found that by listing their products and including AWS Marketplace as a strategic part of their overall go-to-market strategy, ISVs realized 80% richer deal sizes, 27% higher win rates, and 40% faster sales cycles when using AWS Marketplace compared to outside of AWS Marketplace.

Beyond these business benefits, AWS is constantly innovating to provide an improved overall third-party seller experience, from beginning to end. This includes tools to speed up the listing process, training on transacting in AWS Marketplace, and visibility into sales through AWS Marketplace. In addition to the resources described below, AWS Marketplace sellers have access to category managers—subject matter experts who answer questions about listing within AWS Marketplace and help ISVs build AWS Marketplace pipeline.

Figure 8 shows a simplified process for selling software products on AWS Marketplace.



Figure 8. Selling Software Products on AWS Marketplace is Simple.

Sellers choose AWS Marketplace for a variety of reasons. These include a faster listing process and simple transactions compared to AWS Marketplace alternatives.

A Faster Listing Process

For SaaS listings, AWS has created a Quick Start to cut down on the effort required to list. Registered AWS Marketplace sellers can use it to deploy a lightweight serverless option for integrating new SaaS listings. The Quick Start fulfills the core capabilities required to integrate a vendor’s SaaS solution with its corresponding listing on AWS Marketplace. These capabilities include accepting new customer registrations, granting and revoking customer access, updating customer entitlements, and reporting metered usage. With this Quick Start, software vendors can complete a listing within a few hours.

“We’ve got a great partnership with AWS. It cuts the sales cycle down when we use the AWS Marketplace by almost 50%.”

—George Kurtz, CEO, Crowdstrike



Simple Transactions and Comprehensive Training.

AWS Marketplace has an easy-to-navigate user interface for sellers to create and manage listings and Private Offers. In addition, AWS has created comprehensive documentation to cover all technical and operational aspects of transacting within AWS Marketplace and a YouTube playlist of operational how-to videos. For third-party marketing and sales organizations, AWS has built the 180 Day Go-to-Market (GTM) Academy—a portal with videos, webcasts, exercises, templates, and a self-service workshop that allows sellers to move through the materials at their own pace, and eventually become certified to execute on GTM campaigns in AWS Marketplace.

“Training our sellers on AWS Marketplace was so much easier than training them to work with VARs because our integration with a cloud marketplace platform allows us to register a deal and get credit for it with the click of a button.”

*—Director of Technical Alliances,
Global ISV*

Sellers can use the AWS Marketplace Management Portal (AMMP) to:

- Get listing information from AWS Marketplace, such as long and short product descriptions, marketplace categories, badges, media, pricing model/unit, information, publisher, reviews, and more
- Populate their website, platform, and Private Marketplace with AWS Marketplace listings
- Create a custom view of AWS Marketplace listings for customers where the seller shows offerings from other sellers and offers value-added functionality
- Gain visibility into Marketplace Sales.

AWS Marketplace sellers can set up a variety of automated reports depending on their visibility needs. AWS Marketplace provides reports that include information about product usage, buyers, billing, and payment information. Reports are available to all registered AWS Marketplace sellers and include the following options: daily business report, daily customer subscriber report, disbursement report, monthly billed revenue report, sales compensation report, and US sales and use tax report. The AWS Marketplace Notifications team also sends email notifications that verify the transaction for offers and agreements made in AWS Marketplace. The notifications are sent in real time based on the successful fulfillment of a customer subscription and include the following information: purchase date, time, and time zone; customer AWS account ID; product name; product identification; offer name; offer identification; agreement identification; service start date; service end date; and purchase amount (for contract and consulting partner).



1.17. Signature Page

City of Rochester Hills
On-Line Marketplace for Cloud and Software Products/Services

RFP-RH-22-026

SIGNATURE PAGE

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide an On-Line Marketplace for Cloud and Software Products/Services, as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

~~It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.~~

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

Representative's Name: Shannon Lowther

Title: Authorized Signatory

Signature: [Signature]

Dated: 8/8/22

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2. Executive Summary

Public sector cooperative purchasing agreements make it easier for public sector institutions to procure the software they need in a cost-effective manner. The City and OMNIA Partners aim to establish a nationwide purchasing agreement to give state and local governments, educational institutions, and non-profits access to a cloud software marketplace. We provide a complete response to RFP-RH-22-026 and RFP-RH-22-026_OMNIA Solicitation Attachment, and a completed Attachment B Pricing Summary.

AWS offers comprehensive cloud services infrastructure. AWS Marketplace augments and extends the AWS Cloud through third-party software, services, and data. Throughout this proposal we highlight our innovative cloud software marketplace, our efforts to simplify procurement, and our ability to market the purchasing agreement to potential buyers. We also highlight the real benefits customers see today by using AWS Marketplace.

Project Methodology and Approach

AWS meets the City's requirements for a cloud marketplace with existing AWS Marketplace features and AWS services. However, to make the project a success, we identified three critical focus areas for additional attention and support: marketing, sales, and contract management.

We name AWS owners for each category. We also outline specific recommended activities within each category—these are actions AWS would perform according to the included timelines. To coordinate between AWS, the City, and OMNIA, we have named a primary point of contact, [REDACTED].

Scope of Services and Product Categories

AWS Marketplace solutions cover all listed product categories, including security; infrastructure/DevOps/OS; database and data analytics; business apps; networking; storage, backup, and recovery; and miscellaneous/other category.

AWS Marketplace is the most extensive cloud software marketplace. We offer more than 12,000 solutions across every product category identified in this proposal. We are growing every year, with more than 2,000 new solutions added in the last year alone.

Value-Added Features

AWS offers tools to increase procurement efficiency and reduce risks. **AWS Marketplace simplifies software procurement.** Software procurement can be a time-consuming, expensive process for the public sector. For many, each procurement costs thousands of dollars in resources to release request for quotes, evaluate responses, and negotiate. This process is both costly and time-consuming, and can delay purchases by months.

With AWS Marketplace, the City and OMNIA Members will benefit from simplified licensing and pricing, and save on procurement-related administrative overhead. AWS Marketplace is the only cloud solution marketplace to offer end-to-end transactions for many solutions. Customers can purchase and deploy solutions without leaving AWS Marketplace.

AWS Marketplace also helps customers comply with their internal policies. We enable customers to build preapproved catalogs of software for their internal teams to choose from, we have standard terms that suit standard procurements, and customers can negotiate new terms and pricing, if required.



Pricing Structure

Anyone with an AWS account can use AWS Marketplace at no charge. **A variety of pricing structures are available on AWS Marketplace** including consumption-based monthly, annual, or multi-year contracts; free or trial solutions; and BYOL. There are some AWS Marketplace listings, like BYOL and consumption-based models, that require the purchase of AWS infrastructure services to deploy the software in the customer's account. When the purchase of AWS infrastructure is required, the City and OMNIA Members benefit from periodic cost reductions in these underlying AWS services. We have reduced prices for AWS Services 115 times since AWS launched in 2006.

As an incentive to the City of Rochester Hills and OMNIA members, AWS will provide infrastructure credits to customers procuring through this Master Agreement. This credit incentive program is outlined in more detail in **Section 11 Attachment B—Price Proposal**.

Supplier Information and Marketing and Sales

To be successful, this purchasing agreement requires extensive marketing and sales support. We have outlined how AWS will work with OMNIA to meet these requirements. **AWS can raise awareness of the proposed purchasing agreement with other public sector agencies.** AWS has extensive experience working with state and local governments, educational institutions, and nonprofit organizations. We will drive the success of this purchasing agreement by:

- Training and enabling our sales teams
- Creating a customer-facing contract website
- Marketing the contract through webinars and blog posts.

We will also promote the agreement at national and regional conferences and trade shows.

In the years to come, the City and OMNIA Partners need a cloud marketplace provider that can keep pace with digital transformation. The continued success of this contract requires continuous innovation to remain an effective resource for state and local governments, non-profits, and educational organizations. Our proven experience innovating within our cloud marketplace makes AWS the right choice for a long-term provider.

AWS Marketplace benefits from our emphasis on creating new, customer-centered products and services. Our efforts to innovate have led to growth in our selection of quality offerings, simplified procurement, simplified compliance, and an expanding variety of pricing structures. We look forward to providing future innovations to customers of this agreement in partnership with the City and OMNIA Partners.



3. Proposal Profile

Please see **Table 3** for a complete response to the proposal profile section questions. We have also provided a brief history of AWS as part of **Response A** in **Section 5.2.1**. Please note that because of the nature of AWS Marketplace offerings, providing a profile of all other companies that will be providing products and services through a dealer, distribution, or subcontractor arrangement with the offeror is not applicable.

Table 3. Proposal Profile Information

Requested Information	AWS Response
Name of Company Submitting Proposal	Amazon Web Services, Inc.
List Any Company DBA's	Amazon Web Services, Inc.
Main Office Address	410 Terry Avenue North Seattle, WA 98109-5210
If a Corporation, When and Where Incorporated	05/03/2006 – Delaware, USA
Number of Years in Business	16 years
Total Number of Employees	Amazon does not disclose AWS-specific employment statistics. According to <u>the Q2 2022 report</u> , Amazon employed approximately 1,523,000 full-time and part-time employees as of June 30, 2022. Note that employment levels fluctuate due to seasonal factors affecting our business.

4. Project Methodology and Approach

The City seeks to establish a nationwide purchasing agreement to give public sector organizations access to a cloud software marketplace. To do so, they need to work with a marketplace provider that can offer an extensive catalog of services, help to manage and promote a nationwide purchasing agreement, and continue to innovate throughout the term of the agreement.

Following the RFP evaluation criteria, including the Scope of Services, in this section we demonstrate our ability and willingness to satisfy the contract requirements by providing our prescribed project management methodology and approach, including:

- The approach for this agreement, including our approach to marketing, sales, and contract management
- How AWS Marketplace can address the Scope of Services and Product Categories
- Innovative value-added features unique to AWS Marketplace
- The pricing structures available on AWS Marketplace.

Because this section encompasses the requirements of three different RFP sections, we have included a compliance table in **Table 4**.

Table 4. Project Methodology and Approach Compliance Table

RFP Requirement	Response Section
Requirement: 4. Project Methodology/Approach Requirement Language: Offeror shall provide a timeline and schedule for completion of this project, highlighting critical points in the process	Section 4.1
Requirement: 4. Project Methodology/Approach Requirement Language: Offeror shall provide a detailed description and explanation of products and services offered in response to each Product Category listed in the Scope of Services.	Section 4.3
Requirement: 4. Project Methodology/Approach Requirement Language: Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to the On-Line Marketplace for the purchases of Cloud and Software Products is encouraged.	Section 4.4
Requirement: Evaluation Criteria, 2. Requirement Language: Methodology Used for Project How well does the methodology depict a logical approach to fulfilling the requirements of the RFP? How well does the methodology match and contribute to achieving the objectives set out in the RFP?	Section 4.1.1
Requirement: Evaluation Criteria, 3. Requirement Language: Management Plan for Project How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP? Is accountability completely and clearly defined? Is the organization of the project team clear? How well does the management plan illustrate the lines of authority and communication? To what extent does the Proposer already have the hardware, equipment, labor, etc. necessary to perform the contract? Does it appear the Proposer can meet the schedule set out in the RFP? Has the Proposer offered alternate deliverables and gone beyond minimum task necessary to meet the objectives of this RFP? Is the proposal practical and feasible? How well have any potential problems been identified? Is the proposal submitted responsive to all material requirements in the RFP?	Section 4.1
Requirement:	Section 4.2



RFP Requirement	Response Section
<p>Scope of Services, p. 7-8</p> <p>Requirement Language:</p> <p>Offers shall provide the three key models for cloud computing as defined below and may include other related solutions and services.</p>	
<p>Requirement:</p> <p>Scope of Services, p. 8</p> <p>Requirement Language:</p> <p>Given the cooperative nature of this RFP, it is expected that offerors shall offer a better value than what they would ordinarily offer to the public or to a single government entity.</p>	Section 4.4.1
<p>Requirement:</p> <p>Scope of Services, p. 8</p> <p>Requirement Language:</p> <p>Vendors shall also offer value-added solutions to support cloud marketplace transactions, such as consumption and management tools and account support. Value-added features may include procurement system integration, consolidated billing, reporting, analytics and application programming interfaces (APIs) and tools for third-party software vendors to integrate with the cloud marketplace.</p>	Section 4.4.1
<p>Requirement:</p> <p>Scope of Services, p. 8</p> <p>Requirement Language:</p> <p>The software marketplace and cloud solutions should offer a variety of pricing structures, such as consumption-based, monthly, annual or multi-year contracts, free or trial solutions, and bring your own license (BYOL). Due to varying pricing structures of cloud marketplaces available, the Lead Public Agency shall not define the contract price structure and instead vendors should provide pricing based on their marketplace model. The City anticipates that the market established best value and the City will not need to amend the contract when the market goes up or down.</p>	Section 4.5
<p>Requirement:</p> <p>Scope of Services, p. 8</p> <p>Requirement Language:</p> <p>Given the highly innovative nature of cloud marketplaces and the solutions offered, the City anticipates future related solutions not specifically named in this solicitation. Vendors will be allowed to offer services via the contract that are directly related to the contract scope as "related services." The Principal Procurement Agency may also add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services as mutually agreed. The change must be approved by the Procurement</p>	Section 4.2.1



RFP Requirement	Response Section
Manager and a contract Modification issued by the Purchasing Division for any changes to the contract.	
Requirement: Scope of Services, p. 8 Requirement Language: The intent is for each offeror to submit their complete product line so that Participating Public Agencies may procure/order a wide array of products and services as appropriate for their needs.	Section 4.3
Requirement: Product Categories, p. 8-9 Requirement Language: Product Categories Category 1: Security Category 2: Infrastructure/DevOps/OS Category 3: Database and Data Analytics Category 4: Business Apps Category 5: Networking Category 6: Storage, Backup, and Recovery Category 7: Miscellaneous/Other Category Proposers are encouraged to provide product/service/solution categories that are purchased by public agencies.	Section 4.3

4.1. Project Management Approach and Timeline

The City needs a faster way to procure software—one that avoids time-intensive, costly solicitations while satisfying procurement rules and regulations. The City also wants to establish a national cooperative contract enabling broader access to a cloud marketplace.

With purpose-built features, AWS Marketplace satisfies the needs outlined throughout the RFP by providing procurement control and visibility, along with excellent product selection within each of the RFP's seven categories. To promote success of the contract, AWS has also assigned a highly experienced team to handle all major obligations—both to give the contract a strong launch and consistently excellent support over its term.

4.1.1. Project Management Methodology and Approach

AWS satisfies the requirements of this RFP through existing features of AWS Marketplace and other AWS services. In addition to matching features to needs in **Section 1**, we have identified the activities that are critical to this contract's success. These include marketing, sales, contract administration, and marketplace activities. In this section, we summarize those activities and assign a single-threaded owner for each category. To safeguard against possible delays caused by human error, we have added an escalation point for each major category owner.



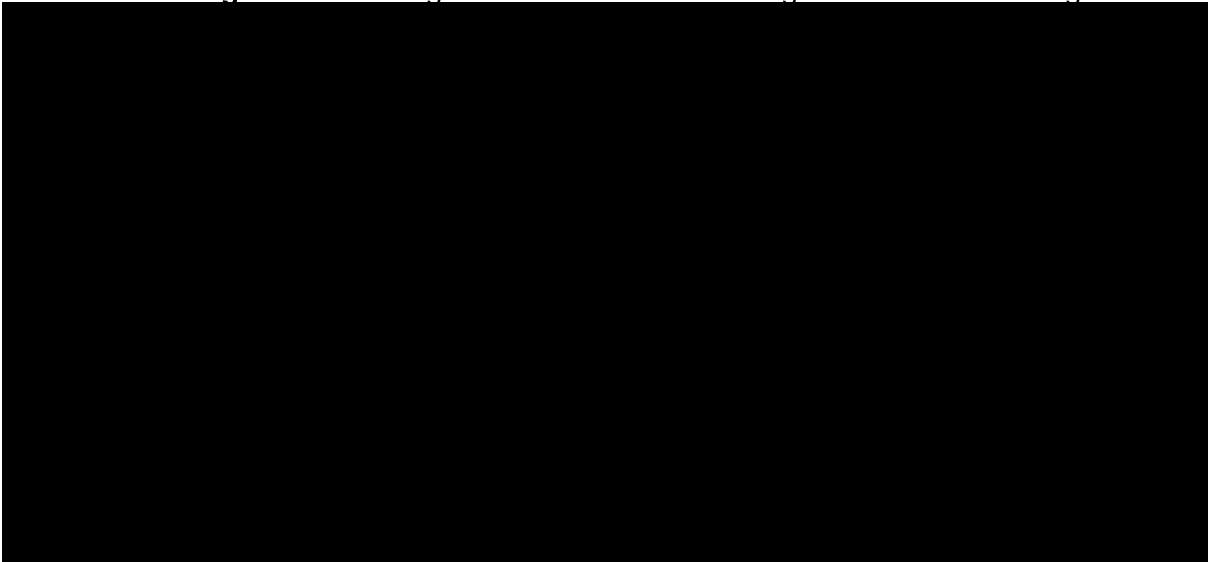
To maintain consistency, promote the contract, and support swift resolution of any action falling outside of the major categories, we have assigned a business development manager, [REDACTED], to be OMNIA's primary point of contact (POC). [REDACTED] will be responsible for ensuring AWS meets all commitments outlined in this proposal and that any required escalations receive prompt attention.

AWS's proposed approach to marketing, sales, and contract management are covered in depth in **Section 5.2.3**. In summary:

- **Marketing**—As outlined in **Response A** of **Section 5.2.3**, AWS will market this agreement through AWS-hosted webinars, blog posts, participation in trade shows and professional association conferences (such as NIGP), and a co-branded contract announcement. [REDACTED] owns coordination and execution of these activities in collaboration with AWS and OMNIA Partners stakeholders.
- **Sales**—As outlined in **Response A** of **Section 5.2.3**, AWS Sales Leadership will promote this contract internally as a valuable path for AWS customers to satisfy their jurisdiction's procurement requirements. AWS Sales will receive internal training, both synchronously and asynchronously, as well as a playbook with templated customer-facing communications, call scripting, and FAQ. [REDACTED] owns sales sponsorship.
- **Contract Management**—As outlined in **Response I** of **Section 5.2.3**, AWS Contract Management will comply with the reporting and administrative fee requirements as mutually agreed. [REDACTED] owns contract management.

The AWS Marketplace team owns other critical aspects of the management approach, not covered in **Section 5.2.3**. The AWS Marketplace team will ensure that qualifying customers receive AWS infrastructure credits, as outlined in **Section 11**. The AWS Marketplace team will also educate AWS Marketplace software sellers on the benefits of the Master Agreement and perform live training for customers transacting using AWS Marketplace and the Master Agreement for the first time. [REDACTED] is the primary point of contact for AWS Marketplace.

Please see **Figure 9** for an organizational chart describing how AWS will manage this contract.



AWS has the hardware, labor and equipment to perform this contract. All AWS Marketplace features and capabilities described within this proposal are generally available. Any specific

individuals cited in this proposal are subject to change. Any substitutions will have similar levels of experience and capabilities.

4.1.2. Timeline and Schedule for Completion of Project, Including Critical Points in the Process

AWS is fully equipped to deliver on the commitments made within this proposal and has assigned an owner for each critical area. The primary OMNIA contact for the Master Agreement at AWS will hold AWS internal stakeholders accountable to ensure AWS hits all milestones to launch the contract and maintain sales, marketing, and business development activities throughout its term. The timeline shown in **Figure 10** depicts critical milestones and activities and the anticipated timeline for completion. The presumed start date is the effective date of the contract.

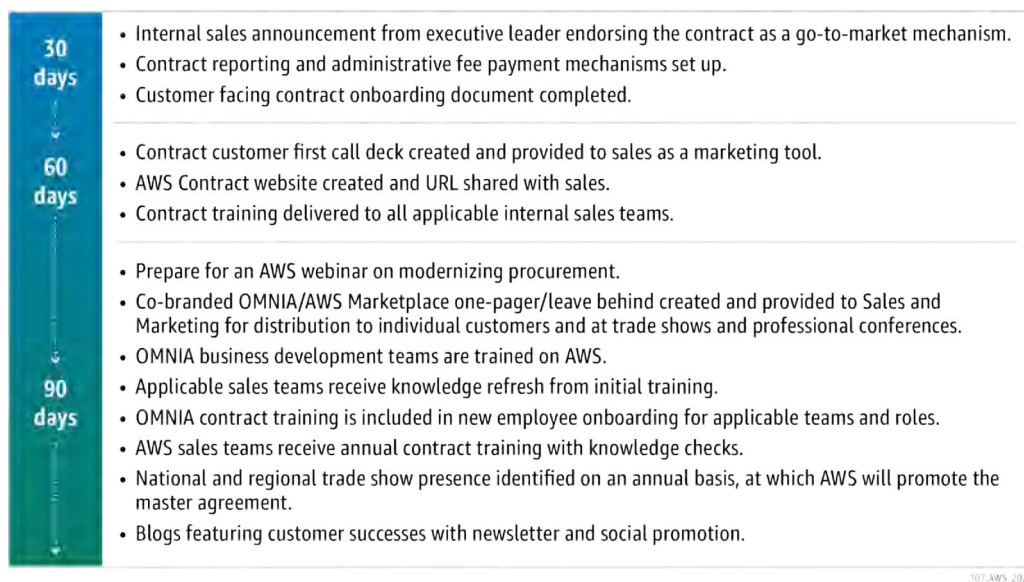


Figure 10. Project Milestone and Activities

4.2. Scope of Services

AWS offers comprehensive cloud services infrastructure with compute power, storage, content delivery, and other functionality that organizations can use to deploy applications and services. AWS Marketplace augments and extends the AWS Cloud through third-party solutions.

In addition to the full functionality and offerings available through AWS Marketplace, AWS also offers the City of Rochester Hills and OMNIA members over 200 AWS Cloud services, encompassing IaaS, PaaS, and SaaS. The full list of services and their respective pricing is available at aws.amazon.com/pricing/. Please see **Section 4.4.1** for details on how AWS Marketplace helps customers manage their services and subscriptions.

Infrastructure as a Service (IaaS). IaaS offerings allow customers to move, modernize, and manage their IT infrastructure with AWS. To support the level of flexibility that customers require when transitioning their legacy systems to the cloud, AWS supports a wide variety of application, compute, and storage options to meet the needs of almost any OMNIA member's legacy or future workload.



With IaaS solutions, customers can migrate existing applications and architectures into the cloud rapidly while maturing their cloud practice and proving the business value of cloud migration. Among other benefits, this transition to the cloud lets customers shift their business focus (and associated costs) away from maintaining their own data centers and inherit security and compliance controls from cloud service provider (CSP) infrastructure.

Platform as a Service (PaaS): AWS PaaS offerings support application deployment and development through infrastructure management, DevOps, business intelligence (BI), database management, and other tools. With PaaS solutions, organizations do not need to worry about resource procurement, capacity planning, software maintenance, patching, or any of the other infrastructure management involved in running an application. In other words, AWS handles the tedious and often difficult tasks that do not add value to the mission of the organization.

Software as a Service (SaaS): AWS Marketplace includes thousands of SaaS-type software listings from popular categories including security, business applications, and data and analytics, and across industries, such as healthcare, financial services, and the public sector. AWS Marketplace simplifies SaaS procurement by making it easier to discover, buy, and launch SaaS products.

4.2.1. Additions to the Scope of Services

We consider all AWS services, including those that will be added over the term of the agreement, to be in scope of our response. If the City accepts that all AWS services, present and future, are in scope, changes to the Scope of Services during the term of the agreement should be minimal. AWS has more services, and more features within those services, than any other cloud provider. We have been continually expanding services to support virtually any cloud workload, and we now offer more than 200 fully featured services, including compute, storage, databases, networking, analytics, robotics, machine learning and artificial intelligence, Internet of Things (IoT), mobile, security, hybrid, virtual and augmented reality (VR and AR), media, application development, deployment, management, and much more.

AWS is also innovating faster than anyone else, and our portfolio continues to expand at the fastest rate. In 2011, AWS released over 80 new significant services and features, followed by nearly 160 in 2012; 280 in 2013; 516 in 2014; 722 in 2015; 1,017 in 2016; 1,430 in 2017; and 1,957 in 2018; 2,345 in 2019, 2,757 in 2020, and 3,084 in 2021.

As an AWS service, AWS Marketplace has experienced a similar pace of innovation. At the time AWS Marketplace launched 10 years ago, it was a novel innovation. As far as we know, there was no other website that allowed customers to rent hosted servers running commonly used software. In the decade since, our customers and sellers have asked us to do so much more. In addition to the machine images we started with, customers asked for more deployment options. Customers asked for SaaS solutions that sellers manage on their behalf, container images, machine-learning models, professional services to augment software purchases, and data via file-based data sets, APIs, and Redshift tables.

Customers also asked for different ways to buy. In addition to pay-as-you-go hourly billing, customers asked for BYOL, contract-based pricing, and privately negotiated rates—either direct from the seller or indirect through a reseller. And, last but not least, customers asked for governance capabilities to curate private catalogs, govern who spends what with whom, tie purchasing into existing approval and procurement systems, share entitlements across organizations, and more.

We listened. We launched all of the above and more over the last ten years, with the results detailed in the next section on product categories.



4.3. Product Categories

AWS Marketplace has over 12,000 listings and is rapidly expanding. In fact, we have gained 2,000 listings since the same time last year, all meeting and maintaining the product guidelines described in **Question 1.12**. AWS Marketplace Category Managers actively recruit software vendors to AWS Marketplace based on customer requests and market trends. The solutions that education, state and local government, and nonprofit customers want are available today in AWS Marketplace.

We understand that **Attachment B** is a small representative sample of the items the City expects to find in a marketplace. To showcase the depth and breadth of available products, we have taken an approximate snapshot of the number of product listings per category in **Table 5**. Please note that AWS Marketplace uses different product categories to those used by the City, so we have done our best to map the categories.

Table 5. AWS Product Categories

Category	Number of Listings as of July 2022
Category 1: Security	2,571
Category 2: Infrastructure/DevOps/OS	6,532 Infrastructure/4,448 DevOps/1,378 OS
Category 3: Database and Data Analytics	2,197
Category 4: Business Apps	2,183
Category 5: Networking	1,111
Category 6: Storage, Backup, and Recovery	287 Storage, 231 Backup and Recovery
Category 7: Miscellaneous/Other Category	Over 12,000 AWS Marketplace listings and all other AWS services

4.3.1. Security

AWS Marketplace has 2,571 security listings, including CrowdStrike, Trend Micro, Palo Alto Networks, and Splunk. Whether securing endpoints, identifying vulnerabilities, or safeguarding sensitive data, customers can find the security software and security tools they need on AWS Marketplace.

4.3.2. Infrastructure/DevOps/OS

AWS Marketplace has 6,532 infrastructure listings, 4,448 DevOps listings, and 1,378 operating systems listings, including New Relic, Red Hat, and HashiCorp. We consider operating systems to be a sub-category of infrastructure. The infrastructure category also includes the following sub-categories: backup and recovery, data analytics, high performance computing, migration, network infrastructure, security, and storage.

4.3.3. Database and Data Analytics

AWS Marketplace has 2,197 database and data analytics listings, including Snowflake, MongoDB, Databricks, and Redis. Increasingly, organizations have stringent requirements regarding the elapsed time from when data is generated to when actionable insights are delivered to users. The solutions available in AWS Marketplace are comprehensive, secure,



scalable, and cost-effective. These offers enable customers to manage their data in the cloud, provide effective data governance, and derive actionable insights.

4.3.4. Business Apps

AWS Marketplace has 2,183 business applications listings, including Infor, Pluralsight, and Preservica. The business applications category includes the following sub-categories: blockchain, collaboration and productivity, contact center, content management, customer relationship management (CRM), ecommerce, e-learning, human resources, IT business management, and project management.

4.3.5. Networking

AWS Marketplace has 1,110 networking infrastructure listings, including Cisco, Citrix, and F5. Networking ISVs in AWS Marketplace bring feature and operational consistency to on-premises and AWS workloads. By using networking infrastructure solutions from popular vendors in AWS Marketplace, customers can take full advantage of existing investments in on-premises systems and the cloud to meet their unique business challenges.

4.3.6. Storage, Backup, and Recovery

AWS Marketplace has 287 storage listings and 231 backup and recovery listings, including Clumio, Druva, and Netapp. Public sector organizations need to ensure their systems are always available. AWS Marketplace provides solutions to protect customer data from physical and logical errors, such as system failure, application error, or accidental deletion.

4.3.7. Miscellaneous/Other Category

AWS Marketplace has a rapidly expanding portfolio of listings, including software, professional services, datasets, and Amazon Machine Images. AWS Marketplace can help local government customers quickly make the transition to smart cities with solutions like [RUBICONSmartCity](#), which helps city governments run waste and recycling operations faster, smarter, and more effectively, and [Esper](#), which allows for data driven research, collaborative policymaking, and public-facing engagement on the policies that impact citizens and employees. Public-safety customers appreciate the ability to quickly procure mission-critical applications like [Scout PD](#), which streamlines investigation capabilities and evidence management into one application, and [Guardian Alliance](#), which enables electronic gathering, management, automation, and evaluation of pre-employment law enforcement background investigations. Education customers will find Moodle Learning Management Systems from multiple sellers and products for virtual classrooms, lecture capture, webinars and live events, and student outreach, such as [Kaltura](#).

Beyond AWS Marketplace, we are submitting all AWS Cloud services in scope of our proposal. Today, state and local customers are using AWS's database, storage, compute, AI/ML, and many other services to transform data to insights, modernize open source and Microsoft applications, engage constituents, and improve security and compliance. Education customers are using AWS to provide secure access to desktops and applications 24/7 from any device and to share data across platforms to get a comprehensive view of student performance and uncover insights.



4.4. Value-Added Features

Software delivery has changed dramatically over the last 50 years—from physical delivery of highly configurable systems to off-the-shelf software delivered over the internet. However, software procurement has lagged, bogging public sector purchasers down in decades-old, time-consuming processes. These processes are intended to enforce security and governance but frequently have the opposite effect when departments opt for under-the-radar buying to speed the overall procurement. Until recently, software purchasers faced trade-offs between speed and convenience on one hand and security and compliance on the other.

According to [Forrester](#), “AWS has broken new ground in areas that procurement cares about and offers a new way to streamline SaaS buying and thereby increase efficiency while lowering risk.” Ever focused on our customers, AWS has continued to innovate with new and improved solutions designed to enhance the buyer and seller experience. Our pace of innovation is demonstrated in our [What’s New posts](#), which highlight AWS service, feature, and region expansion announcements as they are released.

4.4.1. AWS Marketplace Tools

AWS Marketplace benefits both customers and third-party sellers by making transacting simpler and faster with numerous value-added features. Sellers appreciate the ability to speed up their sales cycle; customers appreciate visibility into their purchases, eliminating waste, and saving money. AWS provides tools to help customers with governance, control, and visibility, and to third-party sellers to make listing and transacting via AWS Marketplace easy. **Section 8** describes the value AWS offers beyond what it would normally offer a single government entity.

“Procuring in AWS Marketplace offered us the needed flexibility and helped us to realize massive cost savings—up to 50% compared to our classic procurement model.”

—Alexander Schnellhardt
Head of Cloud Service Operations,
Software AG

4.4.1.1. Customer Tools

In this section, we describe the value-added tools available to support cloud marketplace transactions in AWS Marketplace.

Manage AWS Marketplace Subscriptions

From the AWS Marketplace homepage, customers logged into their AWS account can view their subscriptions by selecting “Your Marketplace Software.” From there they are taken to the Manage Subscriptions page. As shown in **Figure 11**, this page lists the customer’s subscriptions to products. Customers can search to find products based on name, description, or other attributes, and filter based on the product type. Customers can view information about their current monthly charges by choosing an item from the Actions menu. The Actions menu includes shortcuts for customers to navigate directly to the subscriptions page. From the Actions menu, customers can also access Budgets and Cost Explorer to monitor and manage the costs of their subscriptions.

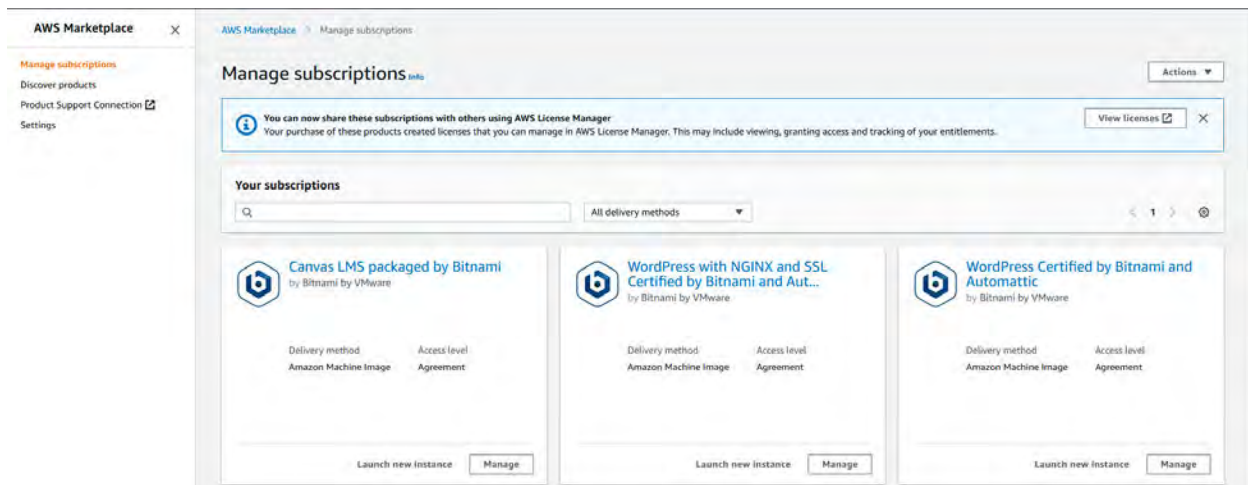


Figure 11. AWS Marketplace Manage Subscriptions Page.

The customer can also perform actions on a specific product by clicking on the subscription. Depending on the product type, they can:

- View current usage of the product
- Deploy or configure a product
- View the seller profile
- Go to the AWS Management Console to manage their instances
- View or share licenses for their subscriptions with other accounts in their AWS Organization
- Go to their current Amazon EC2 instances to configure their software
- Unsubscribe from a product.

From this page a customer can also use the shortcuts on the left of the page, including Discover Products which takes the user to the AWS Marketplace homepage. The Product Support Connection shortcut takes a customer to a site that provides the support contact details for any third-party software subscriptions they have. From the Settings shortcut a customer can configure integration with AWS Organizations and AWS Billing, two features that are described below.

Managed Entitlements Help Bring Third-Party Spend Under Procurement Discipline

Managed entitlements enable customers to distribute, activate, and track software license entitlements acquired in AWS Marketplace through AWS License Manager. Administrators can use AWS License Manager to automate the distribution and activation of software entitlements to end-users and workloads across accounts in their AWS organization. Managed entitlements also provide built-in controls that allow only approved users and workloads to consume licenses. Customers can subscribe to, track, and manage software licenses at scale, as third-party products purchased in AWS Marketplace create managed entitlements in AWS License Manager.

Manage Billing with the AWS Billing Console

The AWS Billing console is the portal for all AWS customers, from the smallest higher education institution to the largest state agencies. Customers can use the console to see the resources



that are running in their AWS accounts, manage billing preferences, and access billing artifacts that are needed to make payments to AWS. As shown in **Figure 12**, the AWS Billing console provides a high-level explanation of the spending for a customer's account, and serves as the entry point for enrolling in products in the AWS Cost Management products. Popular tools within the billing console include AWS Cost Categories, AWS Cost and Usage Reports, and AWS Purchase Order.

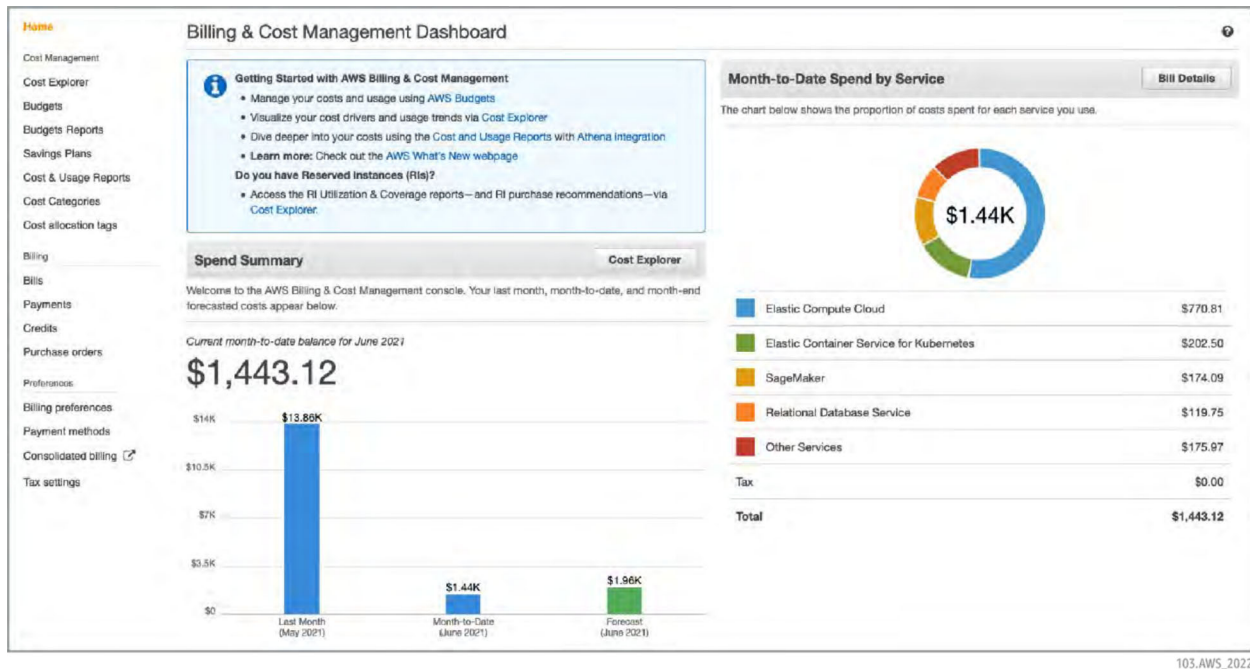


Figure 12. AWS Billing Console Billing and Usage Report.

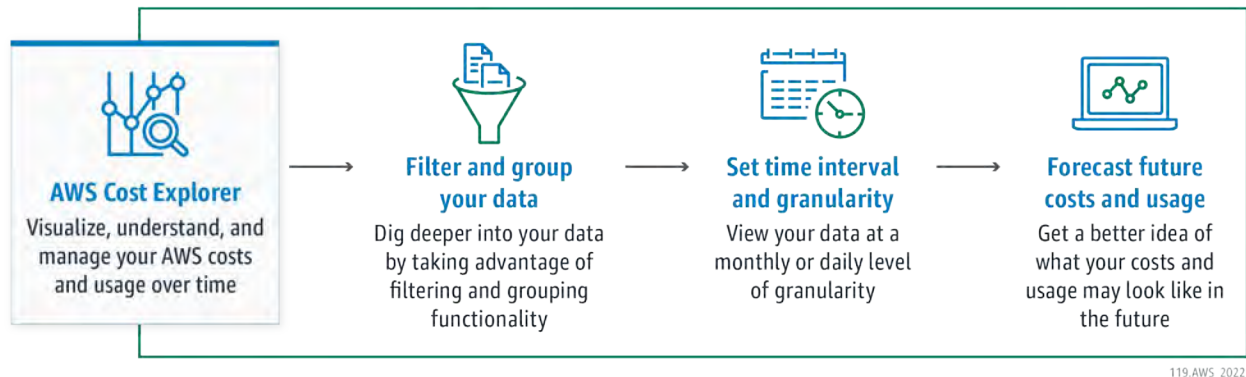
Management and AWS Consolidated Billing

Consolidated billing is available to customers using AWS Organizations. Customers can use the consolidated billing feature to consolidate payments for agencies and institutions that use multiple AWS accounts. The designated management account has visibility into AWS charges that occur in member accounts and can pay the charges of all of the associated member accounts. Organizations receive one bill for the multiple accounts, providing better visibility into spend across departments and buyers. For further cost savings, customers can use the combined view to pinpoint potential areas where usage can be combined to share volume pricing discounts.

Manage Costs Using AWS Cost Explorer

Customers can use both the Billing console and the AWS Cost Management console for a holistic approach to managing costs. The Billing console contains resources to manage ongoing payments and payment methods registered to a customer's AWS account where the features in the AWS Cost Management console are used to optimize future costs. AWS Cost Explorer is a tool within the cost management console that enables customers to view and analyze costs and usage. Customers can explore their usage and costs using the main graph, the Cost Explorer cost and usage reports, or the Cost Explorer Reserved Instance (RI) reports. Cost Explorer also includes filters that allow customers to limit the report specifically to AWS Marketplace

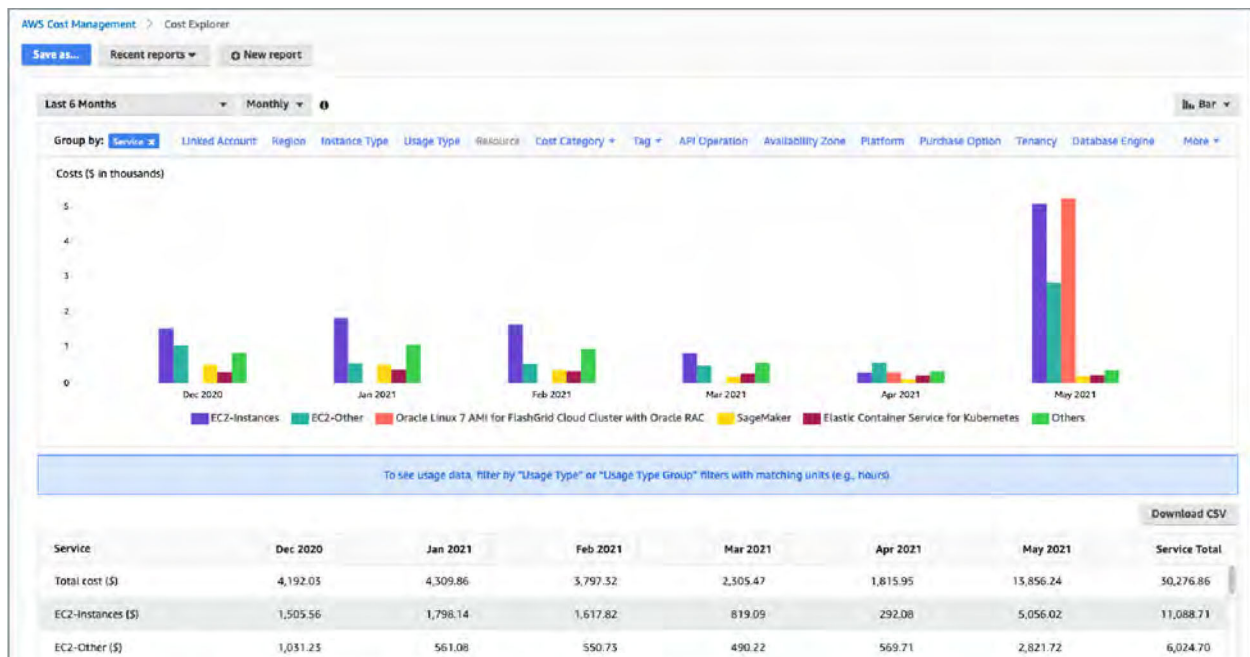
expenses. **Figure 13** shows how AWS Cost Explorer can help customers visualize, understand, and manage their costs.



119_AWS_2022

Figure 13. How OMNIA Members Benefit From AWS Cost Explorer.

Shown in **Figure 14**, Cost Explorer allows customers to view data for up to the last 12 months, forecast how much they are likely to spend for the next 12 months, and get recommendations for what RIs to purchase. AWS Cost Explorer can also be used to identify areas that need further inquiry and trends, such as spikes associated with “back to school” or end of fiscal year. AWS Cost Explorer provides preconfigured views that display at-a-glance information about cost trends and give customers a head start on customizing views that suit their specific needs.



104_AWS_2022

Figure 14. Cost Explorer Cost Trends Display.



Simplify Procurement with Procurement System Integrations

Procurement System Integration allows organizations to integrate AWS Marketplace with procurement systems through an industry standard open communication protocol, Commerce XML (cXML). Integration is currently available with Coupa and SAP Ariba, allowing customers to use their existing procurement system and processes when transacting in AWS Marketplace. With this feature, builders can find, buy, and deploy from thousands of solutions quickly. IT administrators can streamline approvals and manage spend directly from their procurement system while purchasing teams maintain visibility and controls into the AWS Marketplace purchases made within their organization.

AWS offers the [Procurement System Integration User Guide](#) to assist IT administrators in getting started with their system integration. We have additional resources and subject matter experts to assist should a customer need further help with integration.

Find Help with Customer Advisors

AWS recognizes many customers may be unfamiliar with the benefits of cloud marketplaces and how to integrate these marketplaces into their current procurement processes. To assist, AWS introduced AWS Marketplace customer advisors. Customer advisors help customers transform their software procurement processes as they help customers find, buy, and deploy from AWS Marketplace. They collaborate with customers, AWS Account Managers, and AWS Marketplace sellers to guide the purchasing process and remove potential roadblocks caused by gaps in communication or understanding. Our public sector customer advisors are knowledgeable of the common procurement rules and processes of government, education, and nonprofit entities and help customers to understand how they can purchase through AWS Marketplace and meet their procurement requirements.

Find and Learn About New Technology with Curated Solution Pages

AWS understands that technology need and know-how can vary from customer to customer. To help customers navigate the many technology solutions available, AWS created curated solution pages for our public sector customers including [state and local government](#), [education](#), [healthcare](#), [justice and public safety](#), and [non-profit](#). **Figure 15** is a sample page. The pages can also be found on our [public-sector page](#). The industry-specific pages include a wealth of information such as common use cases, popular vendor solutions, customer testimonials, and resources focused on the relevant industry. For example, our state and local government solutions page highlights emergency response solutions, our healthcare solutions page includes available and upcoming webinars for healthcare professionals, and our education solutions page provides resources focused on remote learning.

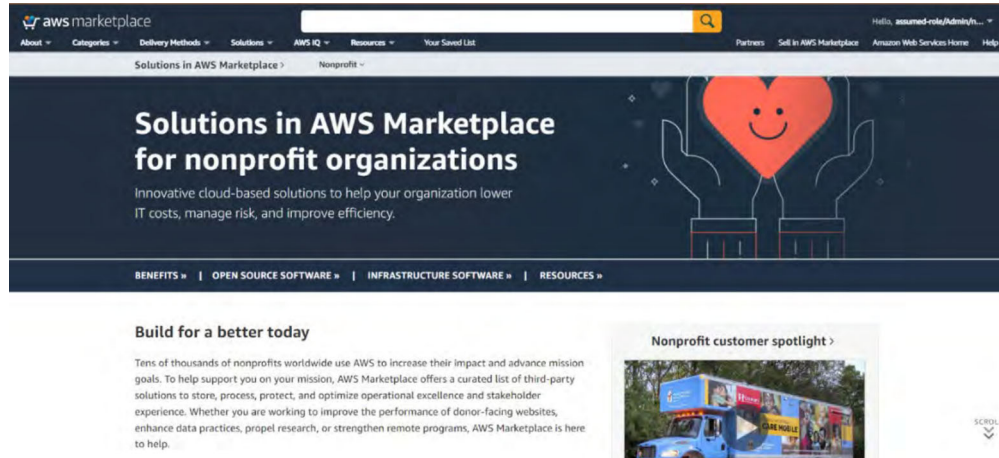


Figure 15. AWS Marketplace Solutions Page.

The solution pages are an example of the many resources we have available to support OMNIA members in selecting technology solutions for their needs. Members can always reach out to their AWS account manager for additional support and guidance, when needed.

4.4.1.2. Seller Resources

AWS has highlighted seller resources, including analytics, APIs, and tools, in our response to **Question 1.16**. Please see the follow subsections for additional information.

4.4.2. Innovative Efficiency

As mentioned in **Question 1.8**, AWS Marketplace reduces time to onboard new vendors by 75% and time to procure by 66%. Some of the features that contribute to these time savings are Private Offers, the SCMP, and AWS Cost Management services. With one-click deployment, we also help customers speed up transactions and deployment for many commercial offerings.

Private Offers

Please see **Question 1.1** for details on Private Offers. With Private Offers, buyers and sellers can easily negotiate custom pricing, payment schedules, and EULA terms for products in AWS Marketplace.

Standardized License Terms for Onboarding New Software Sellers

Please see **Questions 1.1** and **1.9** for more details on the SCMP. Through the SCMP, AWS Marketplace provides a set of well-balanced, scalable terms that address the fundamental requirements of both buyers and sellers for select products. Organizations can review the terms once, then use them across a broad set of sellers and digital solutions, eliminating the need to negotiate contracts for every purchase. They can easily find and deploy solutions enabled with the SCMP, request the terms to support custom Private Offers, and amend where necessary to support specific transaction requirements.

Consolidated Invoices with AWS Cost Management Services

Please see **Question 1.3** and **Section 4.2.** for details on AWS Cost Management services. In just a few simple steps customers can opt in to have all third-party software and services charged through AWS Marketplace consolidated into a single, detailed bill. AWS provides rich tooling for better visibility and control of costs. One of these tools is Cost Allocation Tagging, which enables customers to identify, gain visibility into, and track AWS Marketplace AMI



software usage and spend with user-defined tags. Customers can use tags to categorize, allocate, and perform cost reporting on AWS Marketplace usage-based AMI spend.

Another tool, AWS Budgets, allows customers to set custom budgets to track their cost and usage from the simplest to the most complex use cases. With AWS Budgets, customers can choose to be alerted by email or SNS notification when actual or forecasted cost and usage exceed their budget threshold, or when their actual RI and Savings Plans' utilization or coverage drops below their desired threshold.

One-Click Deployment to Procure Software, Amazon Machine Images, and Professional Services

Customers wanted to find and buy software and services in one place, and avoid punching out to vendor websites to make a purchase. In response, we built the only cloud marketplace with end-to-end transactability, and we support purchasing through both our website and the AWS console.

Customers can select commercial software from well-known sellers, as well as many widely used open source offerings. When customers find products they want, they can buy and deploy that software to their own Amazon virtual server instance with one click. Customers can simultaneously deploy software into the cloud with the underlying cloud-based servers and storage, freeing their IT team from hours of setup work.

4.4.3. Tools to Lower Risk

Decision-makers felt 2.4 times better about purchasing using AWS Marketplace compared to other sources, based on an online survey of 500 IT decision-makers and influencers in the US. AWS offers tools to help customers increase governance and compliance, while lowering their overall risk. AWS Marketplace customers can use Private Marketplace and AWS License Manager to bring more third-party spend under procurement discipline. They can use flexible payment schedule options and financing to negotiate lower annual costs in exchange for longer-term commitments. They can negotiate price, financing, and terms with their preferred seller to receive customized discounts and consolidated billing. For customers that use purchase orders to manage procurements, AWS Marketplace has a feature to tie subscriptions back to purchase orders.

Build a Preapproved Digital Catalog with Private Marketplace

Private Marketplace is described in our response to **Question 1.9**. Private Marketplace allows organizations to build customized digital catalogs of approved products from AWS Marketplace. This helps an organization's users easily find and deploy approved third-party software.

Managed Entitlements for AWS Marketplace

Many of the AWS services described in **Section 4.4.1.1** can help customers manage risks and lower costs. For example, managed entitlements for AWS Marketplace enable customers to distribute, activate, and track software license entitlements acquired in AWS Marketplace through AWS License Manager.

Flexible Payment Scheduling and Financing

Flexible Payment Scheduler, described in our response to **Question 1.10**, enables software sellers to offer custom payment schedules to customers. By allowing customers to pay in installments over time with custom dates, customers can purchase the product they need at a fair price, and pay in a way that aligns with their budget cycle.

Negotiated Pricing and Terms

Customers can meet their unique requirements with custom license terms, volume discounts, and flexible payment options. Customers can negotiate pricing and terms with the software seller or reseller, and they will create an offer for designated AWS accounts. Once the Private Offer is accepted, the negotiated price and terms will be accessible to the customer's users.

Purchase Order Management

Purchase Order Management for SaaS contracts allows customers to add purchase order numbers to their AWS invoices for SaaS contracts purchased in AWS Marketplace. When set up, purchase order numbers entered in AWS Marketplace appear on corresponding invoices, easing software spend allocation to internal budgets. Customers can see the purchase order number entries in the Purchase Order Management system within AWS Billing, as well as on the AWS invoice generated for the SaaS transaction. Providing this level of granular control over budget allocation for AWS Marketplace transactions reduces the operational overhead associated with budgeting and spend chargeback calculations when purchasing from AWS Marketplace.

4.5. Pricing Structure

The City requests that respondents offer a variety of pricing structures, such as consumption-based monthly, annual, or multi-year contracts; free or trial solutions; and BYOL. We understand and comply with this requirement.

There is no charge to use AWS Marketplace. Customers are only charged for products purchased via AWS Marketplace and any underlying AWS usage. Sellers, such as software vendors that list software within AWS Marketplace, define the pricing for their product and service listings—AWS does not control seller pricing on AWS Marketplace. Sellers can offer discounts through a Private Offer (described in **Section 1.1**).

As shown in **Figure 16**, AWS Marketplace offers consumption-based, monthly, annual, or multi-year contracts; free trials; and BYOL delivery methods. The seller selects the delivery method when creating an AWS Marketplace listing. For BYOL and consumption-based models, customers will be billed for underlying AWS usage. With some delivery types, underlying AWS usage is billed to the ISV. In each case, the customer will be aware upon purchase whether they will be billed for AWS usage.

Poor procurement processes lead many organizations to acquire data and cloud software outside of the procurement department.

Nearly 60% of data and 45% of cloud software purchases are frequently routed outside of procurement; the overwhelming majority of organizations at least occasionally purchase these services outside the purview of their procurement processes. This shadow procurement only further exposes them to excessive risk.



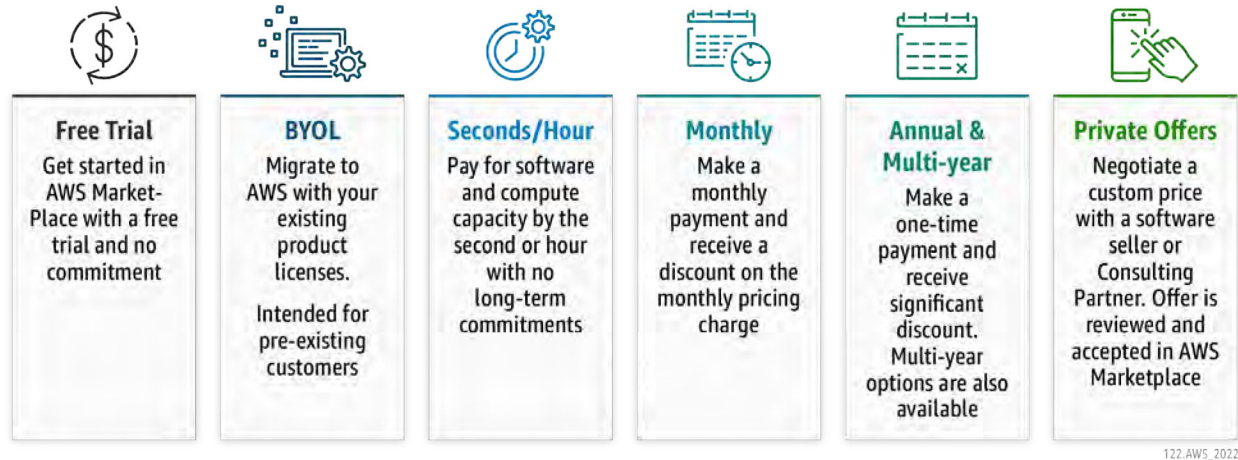


Figure 16. Flexible Consumption and Contract Models

Underlying AWS Service Price Drops

For BYOL and consumption-based models, customers will be billed for underlying AWS usage. With other delivery types, underlying AWS usage is billed to the ISV. Periodic price reductions are a normal part of business for AWS. As of April 7, 2022, we have reduced prices 115 times since AWS launched in 2006. We expect to continue to lower prices this year and for many years to come. Our pricing philosophy is to work relentlessly to reduce our own operating costs and to pass those savings back to customers in the form of lower prices. When AWS drops its pricing, both customers and AWS Marketplace sellers benefit from cost savings.

5. Supplier Information

In this section we provide answers to the Supplier Qualifications and Supplier Information questionnaires presented in Attachment A-Exhibit A of the request.

5.1. Supplier Qualifications (Ref. Attachment A, Section 2.0)

AWS acknowledges and understands the Supplier Commitments listed in Exhibit A, Section 2.0 of Attachment A, Requirements for National Cooperative Contract to Be Administered by OMNIA Partners. Please refer to **Section 8 Exceptions** for a list of terms, conditions, and other requirements to which AWS cannot agree without modification.

5.2. Supplier Information (Ref. Attachment A, Section 3.0)

In the following section, AWS provides the requested supplier information.

5.2.1. Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Amazon has a long history of using a decentralized IT infrastructure. This has enabled our development teams to access compute and storage resources on demand, and it has increased overall productivity and agility. By 2005, Amazon had spent over a decade and millions of dollars building and managing the large-scale, reliable, and efficient IT infrastructure that powers one of the world's largest online retail platforms. Amazon launched AWS so that other



organizations could benefit from Amazon's experience and investment in running a large-scale, distributed, transactional IT infrastructure. AWS has been operating since 2006 and now serves millions of active customers every month worldwide.

Forrester, a leading industry analyst firm, named AWS Marketplace as a leader in SaaS cloud marketplaces in their [Forrester New Wave™: Marketplaces for SaaS Sourcing](#), Q1 2022 report. Forrester rated AWS Marketplace as differentiated in buyer interface, contract terms, artificial intelligence and automation, roadmap, and go-to market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting."

In 2012, AWS introduced AWS Marketplace, becoming the first CSP to offer an online store with products curated for the cloud. By 2014, we already had more than 500 listings from category-leading sellers such as [Cisco](#), [Palo Alto Networks](#), [Trend Micro](#), and [F5](#). In response to what they told us they wanted, we launched the first cloud infrastructure marketplace to offer [annual subscriptions](#). This enables customers to get a discount on the hourly rate of metered third-party software by committing to a year of usage.

In 2017, we worked with [Splunk](#) and other customers to become the first cloud infrastructure marketplace to launch [Private Offers](#), which enabled customers to pay a privately negotiated rate with sellers as they migrated those relationships to AWS.

Then, customers told us they often negotiate their contracts with resellers, distributors, and managed service providers. So, in 2018, we were the first cloud infrastructure marketplace to launch CPPO, described in **Question 1.1**. CPPO enables customers to transact using the channel partner of their choice. We now work with more than a thousand channel partners including [Presidio](#), [SHI](#), [Rackspace](#), and [GuidePoint Security](#).

Today, more than 325,000 customers use AWS Marketplace to find, buy, deploy, and govern more than 12,000 listings from more than 2,000 sellers.

B. Total number and location of salespersons employed by Supplier.

Amazon does not disclose AWS-specific employment statistics. According to the [Amazon 2022 Q2 Quarterly Report](#), Amazon employed approximately 1,523,000 full-time and part-time employees as of June 30, 2022. Note that employment levels fluctuate due to seasonal factors affecting our business. AWS has state and local government, education, and nonprofit organization sales coverage across the United States.

C. Number and location of support centers (if applicable) and location of corporate office.

AWS's corporate office is located at 410 Terry Avenue North Seattle, WA 98109-5210. As related to customer support for this contract and referenced previously in **Question 1.15**, the [AWS Marketplace Help page](#) addresses the most common questions we receive from customers and our [AWS Marketplace Resources Hub](#) includes more in-depth categorized content. Customers can also directly contact their AWS account manager for assistance. We offer numerous options to connect directly with AWS support through our website at aws.amazon.com/contact-us.

D. Annual sales for the three previous fiscal years.

Annual sales for AWS (in millions):

- Fiscal Year 2019: \$35,026



- Fiscal Year 2020: \$45,370
- Fiscal Year 2021: \$62,202.

Please refer to <https://ir.aboutamazon.com/quarterly-results> for more information on AWS revenue.

a. Submit FEIN and Dun & Bradstreet report.

Our FEIN is 204938068. Our Dun & Bradstreet number is 965048981. Please see **Appendix B** for AWS's Dun & Bradstreet report.

E. Describe any green or environmental initiatives or policies

AWS is committed to running our business in the most environmentally friendly way possible and achieving 100% renewable energy usage for our global infrastructure. A study by 451 Research found that AWS infrastructure is 3.6 times more energy efficient than the median of surveyed enterprise data centers. More than two thirds of this advantage is attributable to running more energy efficient servers and higher server utilization—the latter a product of AWS's unique scale. AWS data centers are also more energy efficient than enterprise sites because of comprehensive efficiency programs that touch every facet of our facilities. For instance, when 451 Research factored in the carbon intensity of consumed electricity and renewable energy purchases (which reduce associated carbon emissions), they found that AWS performs the same task with an 88% lower carbon footprint.

By using the Customer Carbon Footprint Tool—a new AWS calculator for carbon footprint—customers can calculate the environmental impact of their AWS workloads. This tool uses easy-to-understand data visualizations to provide customers with their historical carbon emissions, evaluate emission trends as their use of AWS evolves, approximate the estimated carbon emissions they have avoided by using AWS instead of an on-premises data center, and review forecasted emissions based on current use.

The forecasted emissions are based on current usage, and show how a customer's carbon footprint will change as Amazon stays on path to powering its operations with 100% renewable energy by 2025, five years ahead of its original target of 2030, and drives toward net zero carbon by 2040 as part of The Climate Pledge.

In addition to the environmental benefits inherently associated with running applications in the cloud, Amazon is committed to powering our operations with 100% renewable energy by 2025, five years ahead of the original target. In 2020, Amazon became the world's largest corporate purchaser of renewable energy, reaching 65% renewable energy across our business.

Our push to use more renewable energy is one step on our path to net zero carbon by 2040 as part of Amazon's commitment to [The Climate Pledge](#). To achieve this sustainability goals, Amazon focuses on four complementary areas:

- Increasing energy efficiency in facilities and equipment
- Continuous innovation in data centers
- Advocacy at the global, federal, and state levels to create a favorable environment for renewable energy
- Working with various power providers around the world to increase the availability of renewable energy.

To learn more about AWS renewable energy projects across the globe and AWS sustainability practices across Amazon, see the following resources:



- [Amazon Around the Globe](#): View an interactive map and other resources to see Amazon's sustainability efforts happening all around the globe.
- [Sustainability in the Cloud](#): Learn how AWS is working to achieve Amazon's goal of 100% renewable energy.
- [Amazon Sustainability](#): Learn about our ongoing efforts to fulfill our commitment to sustainability.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Supporting supplier diversity is a fundamental part of the work of Amazon—AWS's parent company—and an extension of Amazon's customer-centric culture. As a leading retailer, Amazon invests in the success of small- and medium-sized businesses (SMBs) by providing them with logistics services and technology support to thrive in the Amazon.com marketplace.

Amazon has contributed tens of billions in infrastructure and built hundreds of tools to help SMBs and Minority- and Women- Owned Business Enterprises (MWBEs) succeed, including data analytics that help independent sellers to better understand and reach customers. From 2019 to 2020, Amazon invested more than **\$30 billion** in logistics, tools, services, and programs to foster the growth of SMB sellers. [Amazon's 2020 Small and Medium Sized Business Impact Report](#) summarizes how Amazon has helped a diverse pool of SMB sellers succeed.

AWS builds on Amazon's commitment to SMBs and MWBEs by helping hundreds of thousands of SMBs, startups, and partners launch and scale their businesses. SMBs today are adopting cloud-based working models and shifting to flexible IT platforms. This enables them to respond faster to customer needs and proactively improve products and services—all while reducing costs and freeing up resources for critical projects.

SMBs can achieve better outcomes faster by using the AWS Cloud and software from the [AWS Marketplace](#). Our [cloud solutions](#) can help SMBs reach new customers, strengthen relationships with existing customers, gain audience insights, streamline operations, and make their IT environments more secure. We provide SMBs and MWBEs with free tools and resources to accelerate their growth and development on AWS, as highlighted by the programs below.

How Participating Agencies May Use Diverse Partners Through the Master Agreement

AWS Marketplace can help the City and OMNIA Members procure directly from sellers in a variety of categories that may help meet supplier diversity goals. Our search functionality can help the City and OMNIA Members find diverse APN Partners and track transactions with these AWS Marketplace sellers. Please see our response to **Question 1.7** for details on how AWS can help the City and OMNIA Members meet their diversity goals.

Please note that pricing is not affected by using these tools. Additionally, AWS is not a member of any diversity alliance. AWS Marketplace buyers should work with sellers directly to receive copies of their certifications where applicable.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes ☒ No



If yes, list certifying agency: _____

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

Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes ☒ No

If yes, list certifying agency: _____

No certifications held.

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

AWS might decide to use subcontractors to meet some of its contractual obligations under the Agreement (for example, using subcontractors to provide certain services, such as support services, on AWS's behalf). If AWS decides to use a subcontractor, AWS will enter into an agreement with the subcontractor on terms that AWS considers appropriate in light of the subcontractor's role and duties.

I. Describe how supplier differentiates itself from its competitors.

AWS Marketplace makes it easy to find, test, buy, deploy, and manage third-party software that runs on AWS. AWS Marketplace helps you find the software and associated professional services you need to innovate all in one place, simplifying procurement. You can discover complete business solutions and curated service offerings from ISVs and consulting partners, and select payment options and contract terms that fit your needs. All charges are simplified onto your AWS bill. AWS Marketplace simplifies software licensing and procurement processes due to its flexible pricing options and multiple deployment methods. Customers can select commercial software from well-known vendors, as well as many widely used open source offerings. Procurement professionals can leverage AWS Marketplace to accelerate innovation and enable cloud users to rapidly and securely deploy solutions, while reducing TCO and improving operational oversight.

According to The Total Economic Impact of Using AWS Marketplace (an AWS-commissioned study by Forrester Consulting), customers who procure solutions via AWS Marketplace can benefit from:

- Up to a 75% reduction in onboarding effort for new vendors
- 66% time savings due to procurement efficiency

- Up to a 10% reduction in licensing costs.

AWS Marketplace can help public sector customers drive efficiency throughout the procurement process, save on licensing fees by transitioning to more flexible licensing models, and vet and onboard new vendors with less effort than traditional practices.

[The Forrester New Wave: Marketplaces for SaaS Sourcing report](#) names AWS Marketplace as a leader in SaaS cloud marketplaces. The report reveals findings from Forrester's evaluation of marketplaces for SaaS sourcing and evaluates the 9 most significant providers across 10 criteria and where they stand in relation to one another. Vendors are scored as *differentiated*, *on par*, *needs improvement*, or *no capability* across the criteria.

Forrester rated AWS Marketplace as **differentiated** in buyer interface, contract terms, artificial intelligence and automation, roadmap, and market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting." Forrester states that AWS "has invested significantly in its marketplace and continues to push the envelope in areas like standard contract terms; custom contract negotiation in its marketplace; and integration with leading procurement tools, such as Coupa. AWS has broken new ground in areas that procurement cares about and offers a new way to streamline SaaS buying and thereby increase efficiency while lowering risk."

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

AWS is a multi-national company. Providing a substantive response to this question poses a significant burden. AWS can work with the City and OMNIA Partners to narrow the scope of this request if needed.

K. Felony Conviction Notice: Indicate if the supplier

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

AWS is a subsidiary of a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge and belief, AWS is not currently debarred or suspended from doing business with any US entities.

5.2.2. Distribution and Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Please refer to **Section 4.2** for a detailed overview of our approach to the Scope of Services, and a description of the full line of products and services offered through AWS Marketplace. At a high level, AWS offers comprehensive cloud services infrastructure with compute power, storage, content delivery, and other functionality that organizations can use to deploy



applications and services cost effectively. AWS Marketplace augments and extends the AWS Cloud through third-party solutions.

AWS Marketplace solutions are built on and for AWS, offering compatibility and security AWS customers have grown to trust. Currently AWS Marketplace offers over 12,000 listings from 2,000 ISVs and 1,000 consulting partners offering solutions across 65 categories and numerous pricing and deployment models.

We consider all AWS services, including those that will be added or removed over the term of the agreement, to be in scope of our response. AWS has more than 200 fully featured services, including compute, storage, databases, networking, analytics, robotics, machine learning and AI, IoT, mobile, security, hybrid, VR, AR, media, application development, deployment, management, and much more.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Nationwide distribution of the products and services outlined in this proposal will occur through AWS Marketplace. Solutions in AWS Marketplace offer multiple deployment options including Amazon Machine Image (AMI), SaaS, containers, Amazon SageMaker, and CloudFormation. Customers can choose to purchase directly through AWS Marketplace's self-service option or via Private Offers, either directly with the ISV or through a consulting partner. To simplify procurement further, AWS Marketplace offers end-to-end transactability for public listings—customers do not need to visit the ISV's website to complete transactions.

Launch and distribution of the solution is dependent on the deployment option selected. For our most popular option, SaaS, customers can use the Amazon EC2 console to choose Region and instance type to launch or use "1-click" launch. For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. 1-click launch helps customers launch quickly with recommended default options such as security groups and instance types. With 1-click launch, customers can also see an estimated monthly bill.

Product availability is based on supported AWS Regions. The AWS Marketplace website is available in all seven North American Regions, including our two AWS GovCloud Regions, and 24 Regions worldwide. All sellers offering paid products must be from eligible jurisdictions, which currently include United States (US), Australia, Bahrain, European Union (EU) member states, Hong Kong SAR, Israel, Japan, New Zealand, Norway, Qatar, Switzerland, United Arab Emirates (UAE), and United Kingdom (UK).

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

AWS offers the City of Rochester Hills and OMNIA Partners members all AWS services at publicly available pricing (found at aws.amazon.com/pricing/). We additionally offer an infrastructure credit incentive program, described in **Section 11**, to customers procuring through this Master Agreement. Customers can negotiate pricing with AWS Marketplace sellers using the Private Offer and CPPO functionalities. Customers can verify negotiated pricing of their Private Offer or CPPO prior to accepting the offer.



Customers can use AWS Cost Explorer to monitor and analyze costs and usage for data up to the last 12 months.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Customers can access software they know and trust from over 2,000 ISVs; 1,000 AWS Marketplace Consulting Partners; and 250 Data Providers. Due to the nature of an online cloud marketplace and third-party vendors, AWS recommends the City and OMNIA Members reference aws.amazon.com/marketplace for an up-to-date list of companies involved in processing, handling, or shipping the products and services to end users for purchases made through AWS Marketplace.

With AWS Marketplace purchases, the supplier of the product listed is the seller of record in AWS Marketplace transactions. Each seller's name is detailed on the invoice to assist in verification. AWS Marketplace provides an automated way for ISVs and Channel Partners to sell to customers. When the seller submits a product in AWS Marketplace, they define the price of the product, and the terms and conditions of use. When a customer purchases from the seller, they are agreeing to the pricing and terms and conditions set for the offer by the seller, which can be directly negotiated via a Private Offer and Consulting Partner Private Offers. Customers can meet their software procurement needs with custom terms, volume pricing, and flexible payment options negotiated privately with their preferred ISV or consulting partner.

While AWS Marketplace is agnostic in the process and merely providing billing and invoicing for transactions, it enables customers to procure many solutions directly from AWS Marketplace sellers, including ISVs and channel partners, and provides billing and invoicing for transactions we enable.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. AWS encourages sellers to make products available in all available Regions and on all instance types that make sense. As mentioned in **Response B of Section 5.2.2**, AWS Marketplace website is available in 24 Regions worldwide and all seven North American Regions, including our two AWS GovCloud Regions.

5.2.3. Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

In the first 10 business days from award, AWS executive leadership will distribute internal communication via email announcing the award and describing upcoming training materials. The audience for this communication will be our relevant sales teams—including teams covering state and local government, education, and non-profits—and the teams covering the ISVs selling to these customers—EdTechs and GovTechs.



ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

In the first 30 days, the OMNIA primary point of contact will conduct a live sales kick-off training that will be recorded. Executive sales leadership will make an introduction. During the live kick-off, all elements of **Response F** will be addressed, as well as:

- How to set up an AWS account
- Credits available to OMNIA AWS customers
- How to check if a prospective customer is already an OMNIA member
- Talk track on OMNIA's scope and benefits.

The live kick-off will be followed by a knowledge check. We will create an internal OMNIA resource hub within our communication tool to accompany this training. This resource hub will also address all elements of **Response F** and contain FAQ. An internal Slack channel will be established to answer OMNIA questions as they arise.

From days 30 through 60, business development managers will attend each individual sales team meeting to refresh knowledge from the kick-off training and answer questions about OMNIA.

From 60 through 90 days and beyond, OMNIA training will be included in onboarding (required new hire training) and annual refreshers for tenured employees. This training will be accompanied by knowledge checks.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications**
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days**
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum. in an area reserved by OMNIA Partners for partner suppliers. Booth space Version October 19, 2021 will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term**

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- **OMNIA Partners standard logo;**
- **Copy of original Request for Proposal;**
- **Copy of Master Agreement and amendments between Principal**
- **Procurement Agency and Supplier;**
- **Summary of Products and pricing;**
- **Marketing Materials**
- **Electronic link to OMNIA Partners' website including the online registration page;**
- **A dedicated toll-free number and email address for OMNIA Partners**

AWS recognizes the value of a coordinated marketing effort with OMNIA Partners. We are committed to continued dialogue with OMNIA Partners to plan and help drive customer awareness of the award. Any items that AWS cannot comply with are noted in **Section 8**. Within 90 days of award, AWS aims to:

- Review our tentative 2023 calendar of national, regional, and supplier-specific trade shows, conferences, and meetings with OMNIA Partners. While we expect to identify events of mutual interest, creation of a complete list of events may exceed ninety days depending on team-specific planning guidelines. At the agreed upon events, AWS to promote the agreement through marketing collateral distributed at the event. Examples of events we have attended in the past include:
 - National Association of Counties (NACo) Annual Conference
 - EDUCAUSE Annual Conference for Higher Education
 - E.Republic/Government Technology Digital Government Summits for State and Local Government
 - National Association of State Chief Information Officers (NASCIO) Annual Conference
 - Consortium for School Networking (CoSN) Annual Conference for K-12 Education
- Host a webinar on modernizing software procurement featuring speakers from AWS and OMNIA Partners. If AWS is unable to conduct a webinar in the first 90 days, we commit to having the abstract complete, AWS speakers onboard, and a target date planned during the first 90 days. The webinar will be recorded and available on demand for continuous consumption and promotion.
- Publish a blog post (for example, on the [AWS Public Sector Blog](#)) announcing the Master Agreement and explaining "Why OMNIA Partners and AWS" with newsletter and social promotion.
- Review OMNIA's press release of the Master Agreement details and contact information. OMNIA will provide the initial draft, and the AWS Public Relations team will review, provide edits, and approve for distribution.
- Create a dedicated OMNIA Partners page on an AWS website with OMNIA Partners standard logo; copy of original Request for Proposal; copy of Master Agreement and amendments between Principal, procurement agency, and supplier; summary of products and pricing; marketing materials; electronic link to OMNIA Partners' website including the online registration page; and a dedicated toll-free number and email address for OMNIA Partners.

- Plan to produce additional co-branded sales materials. AWS cannot guarantee completion of all materials within the first 90 days but will begin planning all such materials during this timeframe. Co-branded sales materials include:
 - A customer-facing contract website detailing how to use the contract.
 - An AWS Marketplace hosted landing page with featured software vendors. See **Figure 17** for a sample landing page.
 - A “Why OMNIA and AWS” one-pager. This collateral will demonstrate the benefits of the agreement. It will be used by AWS public sector field sales and business development teams.
 - A co-branded customer-facing first call deck. This will be available for use by AWS public sector field sales and business development teams for use, as well as OMNIA business development teams.

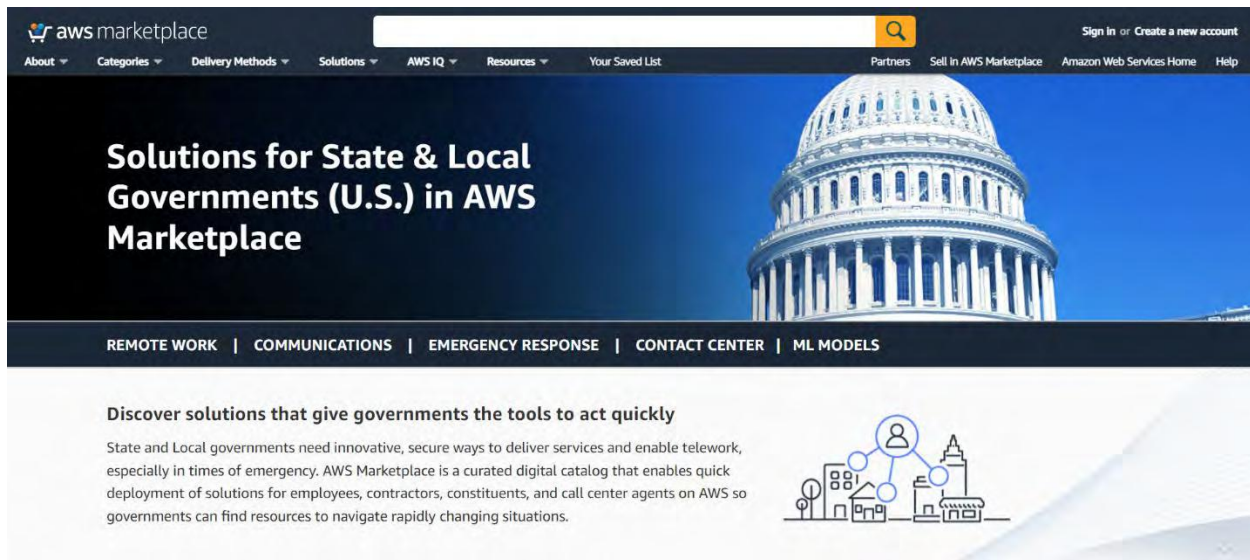


Figure 17. Sample AWS Marketplace Hosted Landing Page.

Beyond the first 90 days, AWS will promote the agreement through expanded marketing efforts, such as:

- AWS to promote OMNIA Partners-hosted events with public sector sales personnel who wish to attend OMNIA Partners-hosted events tailored specifically to information technology suppliers each year the Master Agreement is in effect.
- AWS to design and distribute national and regional advertising in trade publications throughout the term of the Master Agreement. AWS reserves the right to select publications based on existing relationships and sponsorships.
- AWS to attend and participate as an exhibitor in the NIGP Annual Forum.
- AWS to incorporate OMNIA Partners into AWS Marketplace webinars focused on the public sector audience.
- AWS to work with OMNIA Partners on nominating a joint speaking engagement session based on the list of mutual public sector events.
- AWS to plan blog posts featuring customer success stories for shared customers.



C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Customer usage of this contract or any other managed contracts held by AWS or our AWS partners is entirely the customer's decision. AWS does not dictate which cooperative agreement its customers use.

AWS will market the agreement to small and medium sized government and educational customers. We will make this agreement available to any OMNIA member that wishes to use it for any AWS service. Due to its scope, this agreement is particularly suited to AWS Marketplace customers. At the time of this submission, AWS does not directly hold any nationwide government or educational cooperative agreements with AWS Marketplace in scope.

A list of current cooperative contracts available via APN Partners is provided on the following site: <https://aws.amazon.com/contract-center/state-local-edu-contracts/>.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

AWS acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

Within 90 days of award, AWS Sales will initiate an internal approval request for third-party usage of the AWS logo and provide OMNIA Partners with a Limited Logo Usage Agreement for execution.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. **Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- ii. **Best government pricing**
- iii. **No cost to participate**
- iv. **Non-exclusive**

AWS will create an OMNIA customer onboarding document, a customer-facing website, a customer-facing first call deck, and a one-page leave behind. Please see **Response A** for details. Where possible, we will comply with items requested in **Response E**. However, we cannot agree to: *ii. Best government pricing.*

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. **Key features of Master Agreement**
- ii. **Working knowledge of the solicitation process**



- iii. **Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv. **Knowledge of benefits of the use of cooperative contracts**

AWS will provide sales training material. We will comply with the items requested in **Response F**. We will provide training in live and recorded formats, as well as through an internal resource hub. Our internal resource hub will contain comprehensive material covering key features of the Master Agreement, the solicitation process, public agency types that can use the OMNIA Master Agreement, and overall benefits of cooperative contracts. Please see **Response A** for more details.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. **Executive Support**
- ii. **Marketing**
- iii. **Sales**
- iv. **Sales Support**
- v. **Financial Reporting**
- vi. **Accounts Payable**
- vii. **Contracts**

One of AWS's core values is hiring, recognizing, and developing exceptional talent. We have hand selected leaders to provide an exceptional experience for OMNIA members at every level. **Table 6** provides a brief professional biography for key personnel. To protect employee privacy, AWS does not provide employee emails and phone numbers in proposals.

Table 6. AWS Key Personnel

Name	Role	Professional Biography
[REDACTED]	Executive Support and Sales Lead	[REDACTED]
[REDACTED]	Marketing	[REDACTED]
[REDACTED]	Sales Support	[REDACTED]



Name	Role	Professional Biography
[REDACTED]	Financial Reporting and Contracts	[REDACTED]
[REDACTED]	Accounts Payable	[REDACTED]

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Like everything at AWS, we start with the customer and work backwards from the core customer needs. The structure we describe here is peculiar to state and local government, and education customer segments. [REDACTED]

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Beyond the marketing, training, and go-to-market plans, as described in **Response A**, AWS small and medium public sector sales will maintain a consistent focus on enabling customers on OMNIA. These efforts will include in-person call blitz days, cross-training with the OMNIA business development teams, account management enablement on OMNIA, establishing lead-sharing mechanisms, and setting up rep-to-rep meetings between AWS sellers and their OMNIA counterparts.

"One of the lesser known facts about innovative companies like Amazon is that they are relentlessly debating, re-defining, tinkering, iterating, and experimenting to take the seed of a big idea and make it into something that resonates with customers and meaningfully changes their customer experience over a long period of time."

—Andy Jassy

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including



ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

AWS manages multiple statewide and national contract agreements. Through these engagements, we have developed tools, processes, and practices that can help customers easily access the benefits of the agreement. In this response, we highlight some tools we will use to manage the national program throughout the term of the agreement.

Coordination of Marketing and Sales

AWS will manage ongoing coordination of marketing and sales efforts as described in **Response A of Section 5.2.3.**

Account Setup

Customers using the agreement can set up an AWS account through our website, www.aws.amazon.com. From there:

1. Users select “Sign in to the Console.” They will see a sign-in form, underneath which is a “Create a new AWS account” button.
2. Users select the “Create a new AWS account” button and click through. They will be prompted to provide the information and verifications required to set up an AWS account. Users should have an original email address and chosen AWS account nickname ready. They should also be prepared to retrieve a verification code from the associated email address.
3. After this, users will provide either business or personal identification information covering name, address, and phone number. Please note that customers do not need to provide credit card or other payment information at this stage. Instead, they can return to the sign-in page and enter their email address and password.

Account Onboarding

AWS manages multiple agreements that require customer onboarding. When the agreement is in place, AWS will create a step-by-step guide for customers to get set up to purchase services through the agreement. At a high level, the process for onboarding to the agreement is as follows:

1. Customers create an AWS account. This can be accomplished through the process described above. AWS also offers direct account manager support to help customers with this step.
2. Customers wishing to purchase through the agreement will register their account. This is done by emailing their Payer Account ID(s) to aws-omnia-partners@amazon.com. The AWS Contract Management team will provide the customer with an acceptance email, confirming that they have been added under the terms of the agreement. A customer must receive acceptance from AWS that it has been onboarded to the contract, at which point a customer may start using the contract's terms and conditions and will also earn incentive credits as outlined in **Section 11.**

Contract Management

The AWS Contract Management team will comply with the reporting and administrative fee requirements as mutually agreed. AWS will pay the administrative fee and submit reporting by the 25th calendar day of the second month following the date of the reported sale. For example, AWS reports January sales and submits administrative fees for January sales by March 25. AWS Contract Management will also collaborate with AWS Marketing to create an AWS-hosted



OMNIA contract webpage featuring the Master Agreement (please see **Response A of Section 5.2.3** for details). Finally, AWS Contract Management will create a customer onboarding document with detailed instructions for OMNIA members to open or transfer AWS accounts under the OMNIA terms of the Master Agreement.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

AWS does not share specific details about individual customers unless publicly detailed by the customers themselves. Millions of active customers a month (including tens of thousands of government agencies, education institutions, and nonprofit organizations) are already using AWS to address a diverse set of use cases, from simple website hosting all the way up to mission-critical intelligence projects dealing with large volumes of sensitive data. Refer to <https://aws.amazon.com/solutions/case-studies> to learn more about how customers are currently using AWS Cloud services.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

After onboarding to the contract, customers will begin subscriptions or using services through the AWS Management Console and AWS Marketplace. The majority of the products on AWS Marketplace are available as self-service, allowing customers to purchase and start using their product in minutes with a few clicks. Customers can select from the deployment options detailed above and from various pricing options such as pay-as-you-go (seconds/hour), monthly, annual, and multi-year. Please also refer to our description of Private Offers available in **Section 1.1**.

Section 4.2.1.1 describes the systems AWS offers to enable customers to manage AWS Marketplace subscriptions, manage overall AWS billing, consolidate billing between multiple departments, view potential savings, and integrate customer procurement systems with Marketplace.

AWS standard invoices, as shown in **Figure 18**, provide a breakdown of all services used, account ID used, ordering period, customer name, and customer address. Customers can provide payment through EFT or check.



aws

Account number: [REDACTED]

Buyer's address [REDACTED]

Bill to Address: [REDACTED]

Amazon Web Services, Inc. Invoice
Email or fax to us about your AWS account or bill, visit aws.amazon.com/contact-us/

Invoice Summary

Invoice Number: [REDACTED] Please include this invoice number with your payment

Invoice Date: June 3, 2020

TOTAL AMOUNT DUE ON July 3, 2020 \$ [REDACTED]

This invoice is for the billing period May 1 - May 31, 2020

Greetings from Amazon Web Services, we're writing to provide you with an electronic invoice of your transactions on the AWS Marketplace. Additional information about your bill, individual service charge details, and your account history are available on the Account Activity Page.

Summary

AWS Marketplace Charges	\$ [REDACTED]
Charges	\$ [REDACTED]
Credits	\$ [REDACTED]
Tax *	\$ [REDACTED]
Total for this invoice	\$ [REDACTED]

Detail for Consolidated Bill

Vendor Product - Vendor Name	\$ [REDACTED]
Charges	\$ [REDACTED]
VAT **	\$ [REDACTED]
GST	\$ [REDACTED]
Estimated US sales tax to be collected	\$ [REDACTED]
CT	\$ [REDACTED]
Vendor Product 2 - Vendor Name 2	\$ [REDACTED]
Charges	\$ [REDACTED]
VAT **	\$ [REDACTED]
GST	\$ [REDACTED]
Estimated US sales tax to be collected	\$ [REDACTED]
CT	\$ [REDACTED]

* May include estimated US sales tax, VAT, ST, GST and CT.
Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Pay-Only regime and GST registration number is M90373009E.
AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.
** This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to the Bills page on your Billing Management Console.
*** Please reference the tax invoice for a breakout of the Canadian taxes by type
† Usage and recurring charges for this statement period will be charged on your next billing date. The amount of your actual charges for this statement period may differ from the charges shown on this page. The charges shown on this page do not include any additional usage charges accrued during this statement period after the date you are viewing this page. Also, one-time fees and subscription charges are assessed separately, on the date that they occur.
All charges and prices are in US Dollars.
All AWS Services are sold by Amazon Web Services, Inc.

Electronic funds transfer details:
Bank Name: Wells Fargo NA
Account Name: Amazon Web Services, Inc.
Bank Address: 420 Montgomery Street, San Francisco CA 94103
Checking Account Number: [REDACTED]
ABA Routing Number: [REDACTED]
Wire Routing Number: [REDACTED]
SWIFT Code: [REDACTED]

or Mail payment to:
Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-8423, US

1

105A.AWS_2022

Figure 18. Sample Invoice.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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\$ _____.00 in year one

\$ _____.00 in year two

\$ _____.00 in year three

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



AWS cannot guarantee Contract Sales and we will not publicly report any kind of financial projection at this level.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).**
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.**
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).**
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

We cannot make commitments in **Response M**, other than carefully considering each unique solicitation and responding (or not) accordingly. In AWS Marketplace, software vendors control how their products are priced, not AWS. Please see **Section 4.5** for details on the pricing structures available in AWS Marketplace.

6. References

Our below references provide points of contact who can provide historical information and details on our performance aligned to the scope of work in the RFP

Reference #1:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

Reference #2:

[Redacted]
[Redacted]
[Redacted]
[Redacted]



[REDACTED]

[REDACTED]

Reference #3: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Reference #4: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Proprietary Information

[REDACTED]

[REDACTED]



9. Other Information

In the following subsections, we provide additional information covering cost management tools and product delivery information in order for The City to garner a better understanding of the topics discussed in our response.

9.1. AWS Cost Management and Billing Console Tools

AWS Cost Management and Billing console tools allow users to manage costs and billing through AWS. **Table 9** describes common use cases and how the AWS Cost Management and Billing consoles can help customers address them.

Table 9. AWS Cost Management and Billing Console Tools

Use Cases	Description	AWS Cost Management Feature Names	Billing Console Feature Names
Organize	Construct cost allocation and governance foundation with a custom own tagging strategy.		AWS Cost Categories AWS Cost Allocation Tags
Report	Raise awareness and accountability of cloud spend with the detailed, allocable cost data.	AWS Cost Explorer	AWS Cost and Usage Reports
Access	Track billing information across the organization in one consolidated view.		AWS Consolidated Billing AWS Purchase Order Management AWS Credits
Control	Establish effective governance mechanisms with the right guardrails in place.	AWS Cost Anomaly Detection	
Forecast	Estimate resource utilization and spend with forecast dashboards that customers can create.	AWS Cost Explorer AWS Budgets	
Budget	Keep spend in check with custom budget threshold and auto alert notification.	AWS Budgets AWS Budgets Actions	
Purchase	Use free trials and programmatic discounts based on workload pattern and needs.	Savings Plans AWS Reserved Instances	AWS Free Tier

Use Cases	Description	AWS Cost Management Feature Names	Billing Console Feature Names
Rightsize	Align service allocation size to actual workload demand.	Rightsizing Recommendations	
Inspect	Stay up to date with resource deployment and cost optimization opportunities.	AWS Cost Explorer	

9.2. Product Delivery

Table 10 details the available product delivery methods and how AWS Marketplace buyers can find each type of deliverable in the AWS Marketplace console.

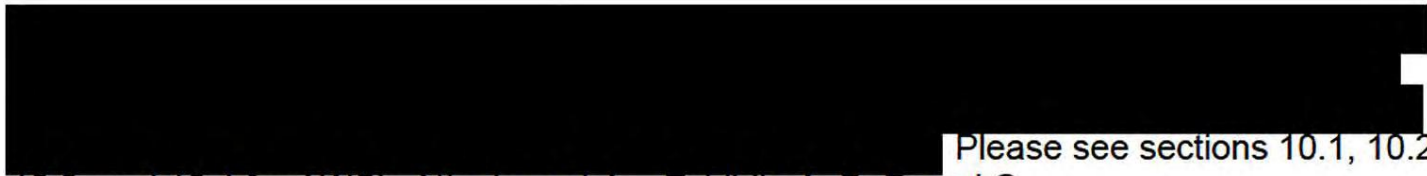
Table 10. Product Delivery Methods

Product Delivery Method	Delivery Method Filter on the Console	Description
Single AMI	AMI	Sellers deliver a single custom AMI for the product. The AMI provides the information required to launch an Amazon EC2 instance. Buyers can use the single AMI to create Amazon EC2 instances with the seller's product already installed and ready to use.
AMI delivered using AWS CloudFormation templates	CloudFormation Template	Sellers can list AMI-based products that are delivered to AWS Marketplace buyers by using CloudFormation templates. Buyers can purchase a single solution that entitles them to all of the AMIs in that product.
Private image build	Private Image Build	Sellers offer products in a way that lets buyers install the seller's product on a base gold image that meets their internal standards for operating system configuration.
Container-based product or application	Container	Sellers deliver products packaged in container images. Container products consist of options, which are a set of container images and deployment templates that work together.
Data products	AWS Data Exchange	Sellers use AWS Data Exchange to create data products.
Machine learning algorithms and model packages	SageMaker Model	Sellers use Amazon SageMaker to create the algorithm or model package, and then publish it on AWS Marketplace.
Software as a service (SaaS)	SaaS	Sellers can offer SaaS products with subscription-based, contract-based, or contract with consumption pricing models.



Product Delivery Method	Delivery Method Filter on the Console	Description
Professional services	Professional Services	Sellers can offer professional services that support or work with other AWS Marketplace products and building on AWS.

10. Attachment A—OMNIA Partners



Please see sections 10.1, 10.2, 10.3, and 10.4 for AWS's Attachment A – Exhibits A, B, F, and G.



10.1.Exhibit A

Exhibit A Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Rochester Hills, MI (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Software Marketplace including Cloud Solutions . The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

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

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These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

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

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

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

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

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responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

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Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there

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are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

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

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space

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will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

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- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.



- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ _____.00 in year one
\$ _____.00 in year two
\$ _____.00 in year three

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

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier’s strategies under these options when responding to a solicitation.



10.1.1. Supplier Qualifications (Ref. Attachment A, Section 2.0)

AWS acknowledges and understands the Supplier Commitments listed in Exhibit A, Section 2.0 of Attachment A, Requirements for National Cooperative Contract To Be Administered by OMNIA Partners. Please refer to **Section 8 Exceptions** for a list of terms, conditions, and other requirements to which AWS cannot agree without modification.

10.1.2. Supplier Information (Ref. Attachment A, Section 3.0)

In the following section, AWS provides the requested supplier information.

10.1.2.1. Company

A. Brief history and description of Supplier to include experience providing similar products and services.

A. Brief history and description of Supplier to include experience providing similar products and services.

Amazon has a long history of using a decentralized IT infrastructure. This has enabled our development teams to access compute and storage resources on demand, and it has increased overall productivity and agility. By 2005, Amazon had spent over a decade and millions of dollars building and managing the large-scale, reliable, and efficient IT infrastructure that powers one of the world's largest online retail platforms. Amazon launched AWS so that other organizations could benefit from Amazon's experience and investment in running a large-scale, distributed, transactional IT infrastructure. AWS has been operating since 2006 and now serves millions of active customers every month worldwide.

Forrester, a leading industry analyst firm, named AWS Marketplace as a leader in SaaS cloud marketplaces in their [Forrester New Wave™: Marketplaces for SaaS Sourcing](#), Q1 2022 report. Forrester rated AWS Marketplace as differentiated in buyer interface, contract terms, artificial intelligence and automation, roadmap, and go-to market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting."

In 2012, AWS introduced AWS Marketplace, becoming the first CSP to offer an online store with products curated for the cloud. By 2014, we already had more than 500 listings from category-leading sellers such as [Cisco](#), [Palo Alto Networks](#), [Trend Micro](#), and [F5](#). In response to what they told us they wanted, we launched the first cloud infrastructure marketplace to offer [annual subscriptions](#). This enables customers to get a discount on the hourly rate of metered third-party software by committing to a year of usage.

In 2017, we worked with [Splunk](#) and other customers to become the first cloud infrastructure marketplace to launch [Private Offers](#), which enabled customers to pay a privately negotiated rate with sellers as they migrated those relationships to AWS.

Then, customers told us they often negotiate their contracts with resellers, distributors, and managed service providers. So, in 2018, we were the first cloud infrastructure marketplace to launch CPPO, described in **Question 1.1**. CPPO enables customers to transact using the channel partner of their choice. We now work with more than a thousand channel partners including [Presidio](#), [SHI](#), [Rackspace](#), and [GuidePoint Security](#).

Today, more than 325,000 customers use AWS Marketplace to find, buy, deploy, and govern more than 12,000 listings from more than 2,000 sellers.

B. Total number and location of salespersons employed by Supplier.



Amazon does not disclose AWS-specific employment statistics. According to the [Amazon 2022 Q2 Quarterly Report](#), Amazon employed approximately 1,523,000 full-time and part-time employees as of June 30, 2022. Note that employment levels fluctuate due to seasonal factors affecting our business. AWS has state and local government, education, and nonprofit organization sales coverage across the United States.

C. Number and location of support centers (if applicable) and location of corporate office.

AWS's corporate office is located at 410 Terry Avenue North Seattle, WA 98109-5210. As related to customer support for this contract and referenced previously in **Question 1.15**, the [AWS Marketplace Help page](#) addresses the most common questions we receive from customers and our [AWS Marketplace Resources Hub](#) includes more in-depth categorized content. Customers can also directly contact their AWS account manager for assistance. We offer numerous options to connect directly with AWS support through our website at aws.amazon.com/contact-us.

D. Annual sales for the three previous fiscal years.

Annual sales for AWS (in millions):

- Fiscal Year 2019: \$35,026
- Fiscal Year 2020: \$45,370
- Fiscal Year 2021: \$62,202.

Please refer to <https://ir.aboutamazon.com/quarterly-results> for more information on AWS revenue.

a. Submit FEIN and Dun & Bradstreet report.

Our FEIN is 204938068. Our Dun & Bradstreet number is 965048981. Please see **Appendix B** for AWS's Dun & Bradstreet report.

E. Describe any green or environmental initiatives or policies

AWS is committed to running our business in the most environmentally friendly way possible and achieving 100% renewable energy usage for our global infrastructure. A study by 451 Research found that AWS infrastructure is 3.6 times more energy efficient than the median of surveyed enterprise data centers. More than two thirds of this advantage is attributable to running more energy efficient servers and higher server utilization—the latter a product of AWS's unique scale. AWS data centers are also more energy efficient than enterprise sites because of comprehensive efficiency programs that touch every facet of our facilities. For instance, when 451 Research factored in the carbon intensity of consumed electricity and renewable energy purchases (which reduce associated carbon emissions), they found that AWS performs the same task with an 88% lower carbon footprint.

By using the Customer Carbon Footprint Tool—a new AWS calculator for carbon footprint—customers can calculate the environmental impact of their AWS workloads. This tool uses easy-to-understand data visualizations to provide customers with their historical carbon emissions, evaluate emission trends as their use of AWS evolves, approximate the estimated carbon emissions they have avoided by using AWS instead of an on-premises data center, and review forecasted emissions based on current use.



The forecasted emissions are based on current usage, and show how a customer's carbon footprint will change as Amazon stays on path to powering its operations with 100% renewable energy by 2025, five years ahead of its original target of 2030, and drives toward net zero carbon by 2040 as part of The Climate Pledge.

In addition to the environmental benefits inherently associated with running applications in the cloud, Amazon is committed to powering our operations with 100% renewable energy by 2025, five years ahead of the original target. In 2020, Amazon became the world's largest corporate purchaser of renewable energy, reaching 65% renewable energy across our business.

Our push to use more renewable energy is one step on our path to net zero carbon by 2040 as part of Amazon's commitment to [The Climate Pledge](#). To achieve this sustainability goals, Amazon focuses on four complementary areas:

- Increasing energy efficiency in facilities and equipment
- Continuous innovation in data centers
- Advocacy at the global, federal, and state levels to create a favorable environment for renewable energy
- Working with various power providers around the world to increase the availability of renewable energy.

To learn more about AWS renewable energy projects across the globe and AWS sustainability practices across Amazon, see the following resources:

- [Amazon Around the Globe](#): View an interactive map and other resources to see Amazon's sustainability efforts happening all around the globe.
- [Sustainability in the Cloud](#): Learn how AWS is working to achieve Amazon's goal of 100% renewable energy.
- [Amazon Sustainability](#): Learn about our ongoing efforts to fulfill our commitment to sustainability.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Supporting supplier diversity is a fundamental part of the work of Amazon—AWS's parent company—and an extension of Amazon's customer-centric culture. As a leading retailer, Amazon invests in the success of small- and medium-sized businesses (SMBs) by providing them with logistics services and technology support to thrive in the Amazon.com marketplace.

Amazon has contributed tens of billions in infrastructure and built hundreds of tools to help SMBs and Minority- and Women- Owned Business Enterprises (MWBEs) succeed, including data analytics that help independent sellers to better understand and reach customers. From 2019 to 2020, Amazon invested more than **\$30 billion** in logistics, tools, services, and programs to foster the growth of SMB sellers. [Amazon's 2020 Small and Medium Sized Business Impact Report](#) summarizes how Amazon has helped a diverse pool of SMB sellers succeed.

AWS builds on Amazon's commitment to SMBs and MWBEs by helping hundreds of thousands of SMBs, startups, and partners launch and scale their businesses. SMBs today are adopting cloud-based working models and shifting to flexible IT platforms. This enables them to respond



faster to customer needs and proactively improve products and services—all while reducing costs and freeing up resources for critical projects.

SMBs can achieve better outcomes faster by using the AWS Cloud and software from the [AWS Marketplace](#). Our [cloud solutions](#) can help SMBs reach new customers, strengthen relationships with existing customers, gain audience insights, streamline operations, and make their IT environments more secure. We provide SMBs and MWBEs with free tools and resources to accelerate their growth and development on AWS, as highlighted by the programs below.

How Participating Agencies May Use Diverse Partners Through the Master Agreement

AWS Marketplace can help the City and OMNIA Members procure directly from sellers in a variety of categories that may help meet supplier diversity goals. Our search functionality can help the City and OMNIA Members find diverse APN Partners and track transactions with these AWS Marketplace sellers. Please see our response to **Question 1.7** for details on how AWS can help the City and OMNIA Members meet their diversity goals.

Please note that pricing is not affected by using these tools. Additionally, AWS is not a member of any diversity alliance. AWS Marketplace buyers should work with sellers directly to receive copies of their certifications where applicable.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

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

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

No certifications held.

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.



AWS might decide to use subcontractors to meet some of its contractual obligations under the Agreement (for example, using subcontractors to provide certain services, such as support services, on AWS's behalf). If AWS decides to use a subcontractor, AWS will enter into an agreement with the subcontractor on terms that AWS considers appropriate in light of the subcontractor's role and duties.

I. Describe how supplier differentiates itself from its competitors.

AWS Marketplace makes it easy to find, test, buy, deploy, and manage third-party software that runs on AWS. AWS Marketplace helps you find the software and associated professional services you need to innovate all in one place, simplifying procurement. You can discover complete business solutions and curated service offerings from ISVs and consulting partners, and select payment options and contract terms that fit your needs. All charges are simplified onto your AWS bill. AWS Marketplace simplifies software licensing and procurement processes due to its flexible pricing options and multiple deployment methods. Customers can select commercial software from well-known vendors, as well as many widely used open source offerings. Procurement professionals can leverage AWS Marketplace to accelerate innovation and enable cloud users to rapidly and securely deploy solutions, while reducing TCO and improving operational oversight.

According to The Total Economic Impact of Using AWS Marketplace (an AWS-commissioned study by Forrester Consulting), customers who procure solutions via AWS Marketplace can benefit from:

- Up to a 75% reduction in onboarding effort for new vendors
- 66% time savings due to procurement efficiency
- Up to a 10% reduction in licensing costs.

AWS Marketplace can help public sector customers drive efficiency throughout the procurement process, save on licensing fees by transitioning to more flexible licensing models, and vet and onboard new vendors with less effort than traditional practices.

[The Forrester New Wave: Marketplaces for SaaS Sourcing report](#) names AWS Marketplace as a leader in SaaS cloud marketplaces. The report reveals findings from Forrester's evaluation of marketplaces for SaaS sourcing and evaluates the 9 most significant providers across 10 criteria and where they stand in relation to one another. Vendors are scored as *differentiated*, *on par*, *needs improvement*, or *no capability* across the criteria.

Forrester rated AWS Marketplace as **differentiated** in buyer interface, contract terms, artificial intelligence and automation, roadmap, and market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting." Forrester states that AWS "has invested significantly in its marketplace and continues to push the envelope in areas like standard contract terms; custom contract negotiation in its marketplace; and integration with leading procurement tools, such as Coupa. AWS has broken new ground in areas that procurement cares about and offers a new way to streamline SaaS buying and thereby increase efficiency while lowering risk."

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

AWS is a multi-national company. Providing a substantive response to this question poses a significant burden. AWS can work with the City and OMNIA Partners to narrow the scope of this request if needed.



K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;**
- b. is not owned or operated by anyone who has been convicted of a felony; or**
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

AWS is a subsidiary of a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge and belief, AWS is not currently debarred or suspended from doing business with any US entities.

10.1.2.2. Distribution and Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Please refer to **Section 4.2** for a detailed overview of our approach to the Scope of Services, and a description of the full line of products and services offered through AWS Marketplace. At a high level, AWS offers comprehensive cloud services infrastructure with compute power, storage, content delivery, and other functionality that organizations can use to deploy applications and services cost effectively. AWS Marketplace augments and extends the AWS Cloud through third-party solutions.

AWS Marketplace solutions are built on and for AWS, offering compatibility and security AWS customers have grown to trust. Currently AWS Marketplace offers over 12,000 listings from 2,000 ISVs and 1,000 consulting partners offering solutions across 65 categories and numerous pricing and deployment models.

We consider all AWS services, including those that will be added or removed over the term of the agreement, to be in scope of our response. AWS has more than 200 fully featured services, including compute, storage, databases, networking, analytics, robotics, machine learning and AI, IoT, mobile, security, hybrid, VR, AR, media, application development, deployment, management, and much more.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Nationwide distribution of the products and services outlined in this proposal will occur through AWS Marketplace. Solutions in AWS Marketplace offer multiple deployment options including Amazon Machine Image (AMI), SaaS, containers, Amazon SageMaker, and CloudFormation. Customers can choose to purchase directly through AWS Marketplace's self-service option or via Private Offers, either directly with the ISV or through a consulting partner. To simplify procurement further, AWS Marketplace offers end-to-end transactability for public listings—customers do not need to visit the ISV's website to complete transactions.

Launch and distribution of the solution is dependent on the deployment option selected. For our most popular option, SaaS, customers can use the Amazon EC2 console to choose Region and instance type to launch or use or "1-click" launch. For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. 1-click



launch helps customers launch quickly with recommended default options such as security groups and instance types. With 1-click launch, customers can also see an estimated monthly bill.

Product availability is based on supported AWS Regions. The AWS Marketplace website is available in all seven North American Regions, including our two AWS GovCloud Regions, and 24 Regions worldwide. All sellers offering paid products must be from eligible jurisdictions, which currently include United States (US), Australia, Bahrain, European Union (EU) member states, Hong Kong SAR, Israel, Japan, New Zealand, Norway, Qatar, Switzerland, United Arab Emirates (UAE), and United Kingdom (UK).

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

AWS offers the City of Rochester Hills and OMNIA Partners members all AWS services at publicly available pricing (found at aws.amazon.com/pricing/). We additionally offer an infrastructure credit incentive program, described in **Section 11**, to customers procuring through this Master Agreement. Customers can negotiate pricing with AWS Marketplace sellers using the Private Offer and CPPO functionalities. Customers can verify negotiated pricing of their Private Offer or CPPO prior to accepting the offer.

Customers can use AWS Cost Explorer to monitor and analyze costs and usage for data up to the last 12 months.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Customers can access software they know and trust from over 2,000 ISVs; 1,000 AWS Marketplace Consulting Partners; and 250 Data Providers. Due to the nature of an online cloud marketplace and third-party vendors, AWS recommends the City and OMNIA Members reference aws.amazon.com/marketplace for an up-to-date list of companies involved in processing, handling, or shipping the products and services to end users for purchases made through AWS Marketplace.

With AWS Marketplace purchases, the supplier of the product listed is the seller of record in AWS Marketplace transactions. Each seller's name is detailed on the invoice to assist in verification. AWS Marketplace provides an automated way for ISVs and Channel Partners to sell to customers. When the seller submits a product in AWS Marketplace, they define the price of the product, and the terms and conditions of use. When a customer purchases from the seller, they are agreeing to the pricing and terms and conditions set for the offer by the seller, which can be directly negotiated via a Private Offer and Consulting Partner Private Offers. Customers can meet their software procurement needs with custom terms, volume pricing, and flexible payment options negotiated privately with their preferred ISV or consulting partner.

While AWS Marketplace is agnostic in the process and merely providing billing and invoicing for transactions, it enables customers to procure many solutions directly from AWS Marketplace sellers, including ISVs and channel partners, and provides billing and invoicing for transactions we enable.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.



For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. AWS encourages sellers to make products available in all available Regions and on all instance types that make sense. As mentioned in **Response B of Section 10.1.2.2**, AWS Marketplace website is available in 24 Regions worldwide and all seven North American Regions, including our two AWS GovCloud Regions.

10.1.2.3. Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

In the first 10 business days from award, AWS executive leadership will distribute internal communication via email announcing the award and describing upcoming training materials. The audience for this communication will be our relevant sales teams—including teams covering state and local government, education, and non-profits—and the teams covering the ISVs selling to these customers—EdTechs and GovTechs.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

In the first 30 days, the OMNIA primary point of contact will conduct a live sales kick-off training that will be recorded. Executive sales leadership will make an introduction. During the live kick-off, all elements of **Response F** will be addressed, as well as:

- How to set up an AWS account
- Credits available to OMNIA AWS customers
- How to check if a prospective customer is already an OMNIA member
- Talk track on OMNIA's scope and benefits.

The live kick-off will be followed by a knowledge check. We will create an internal OMNIA resource hub within our communication tool to accompany this training. This resource hub will also address all elements of **Response F** and contain FAQ. An internal Slack channel will be established to answer OMNIA questions as they arise.

From days 30 through 60, business development managers will attend each individual sales team meeting to refresh knowledge from the kick-off training and answer questions about OMNIA.

From 60 through 90 days and beyond, OMNIA training will be included in onboarding (required new hire training) and annual refreshers for tenured employees. This training will be accompanied by knowledge checks.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications



- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days**
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum. in an area reserved by OMNIA Partners for partner suppliers. Booth space Version October 19, 2021 will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term**
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:**
 - **OMNIA Partners standard logo;**
 - **Copy of original Request for Proposal;**
 - **Copy of Master Agreement and amendments between Principal**
 - **Procurement Agency and Supplier;**
 - **Summary of Products and pricing;**
 - **Marketing Materials**
 - **Electronic link to OMNIA Partners' website including the online registration page;**
 - **A dedicated toll-free number and email address for OMNIA Partners**

AWS recognizes the value of a coordinated marketing effort with OMNIA Partners. We are committed to continued dialogue with OMNIA Partners to plan and help drive customer awareness of the award. Any items that AWS cannot comply with are noted in **Section 8**. Within 90 days of award, AWS aims to:

- Review our tentative 2023 calendar of national, regional, and supplier-specific trade shows, conferences, and meetings with OMNIA Partners. While we expect to identify events of mutual interest, creation of a complete list of events may exceed ninety days depending on team-specific planning guidelines. At the agreed upon events, AWS to promote the agreement through marketing collateral distributed at the event. Examples of events we have attended in the past include:
 - National Association of Counties (NACo) Annual Conference
 - EDUCAUSE Annual Conference for Higher Education
 - E.Republic/Government Technology Digital Government Summits for State and Local Government

- National Association of State Chief Information Officers (NASCIO) Annual Conference
- Consortium for School Networking (CoSN) Annual Conference for K-12 Education
- Host a webinar on modernizing software procurement featuring speakers from AWS and OMNIA Partners. If AWS is unable to conduct a webinar in the first 90 days, we commit to having the abstract complete, AWS speakers onboard, and a target date planned during the first 90 days. The webinar will be recorded and available on demand for continuous consumption and promotion.
- Publish a blog post (for example, on the [AWS Public Sector Blog](#)) announcing the Master Agreement and explaining "Why OMNIA Partners and AWS" with newsletter and social promotion.
- Review OMNIA's press release of the Master Agreement details and contact information. OMNIA will provide the initial draft, and the AWS Public Relations team will review, provide edits, and approve for distribution.
- Create a dedicated OMNIA Partners page on an AWS website with OMNIA Partners standard logo; copy of original Request for Proposal; copy of Master Agreement and amendments between Principal, procurement agency, and supplier; summary of products and pricing; marketing materials; electronic link to OMNIA Partners' website including the online registration page; and a dedicated toll-free number and email address for OMNIA Partners.
- Plan to produce additional co-branded sales materials. AWS cannot guarantee completion of all materials within the first 90 days but will begin planning all such materials during this timeframe. Co-branded sales materials include:
 - A customer-facing contract website detailing how to use the contract.
 - An AWS Marketplace hosted landing page with featured software vendors. See **Figure 19** for a sample landing page.
 - A "Why OMNIA and AWS" one-pager. This collateral will demonstrate the benefits of the agreement. It will be used by AWS public sector field sales and business development teams.
 - A co-branded customer-facing first call deck. This will be available for use by AWS public sector field sales and business development teams for use, as well as OMNIA business development teams.

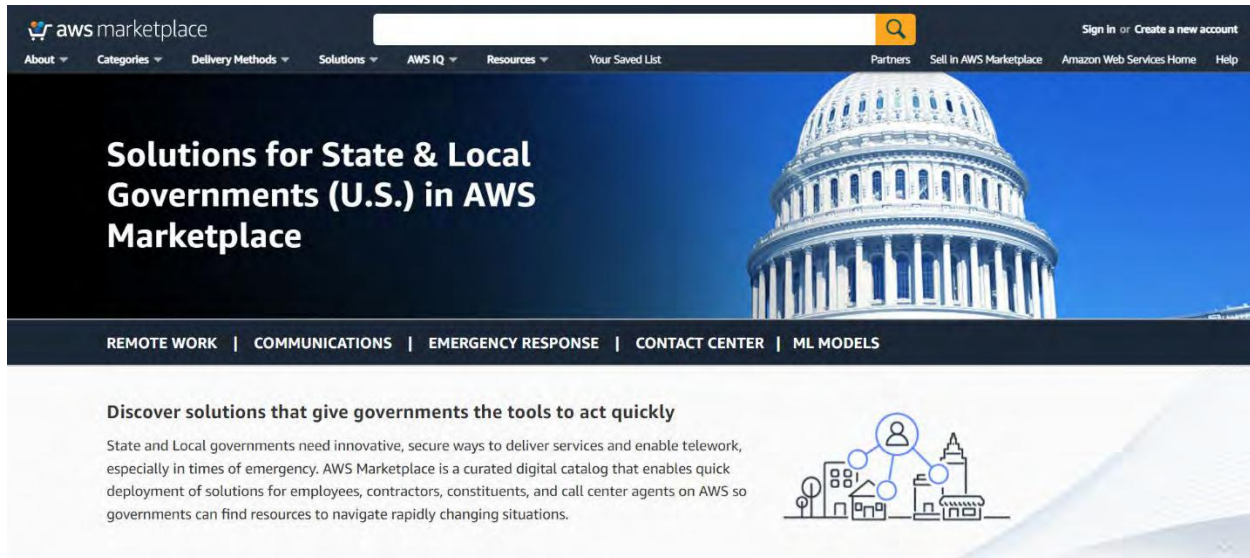


Figure 19. Sample AWS Marketplace Hosted Landing Page.

Beyond the first 90 days, AWS will promote the agreement through expanded marketing efforts, such as:

- AWS to promote OMNIA Partners-hosted events with public sector sales personnel who wish to attend OMNIA Partners-hosted events tailored specifically to information technology suppliers each year the Master Agreement is in effect.
- AWS to design and distribute national and regional advertising in trade publications throughout the term of the Master Agreement. AWS reserves the right to select publications based on existing relationships and sponsorships.
- AWS to attend and participate as an exhibitor in the NIGP Annual Forum.
- AWS to incorporate OMNIA Partners into AWS Marketplace webinars focused on the public sector audience.
- AWS to work with OMNIA Partners on nominating a joint speaking engagement session based on the list of mutual public sector events.
- AWS to plan blog posts featuring customer success stories for shared customers.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Customer usage of this contract or any other managed contracts held by AWS or our AWS partners is entirely the customer's decision. AWS does not dictate which cooperative agreement its customers use.

AWS will market the agreement to small and medium sized government and educational customers. We will make this agreement available to any OMNIA member that wishes to use it for any AWS service. Due to its scope, this agreement is particularly suited to AWS Marketplace customers. At the time of this submission, AWS does not directly hold any nationwide government or educational cooperative agreements with AWS Marketplace in scope.



A list of current cooperative contracts available via APN Partners is provided on the following site: <https://aws.amazon.com/contract-center/state-local-edu-contracts/>.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

AWS acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

Within 90 days of award, AWS Sales will initiate an internal approval request for third-party usage of the AWS logo and provide OMNIA Partners with a Limited Logo Usage Agreement for execution.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. **Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- ii. **Best government pricing**
- iii. **No cost to participate**
- iv. **Non-exclusive**

AWS will create an OMNIA customer onboarding document, a customer-facing website, a customer-facing first call deck, and a one-page leave behind. Please see **Response A** for details. Where possible, we will comply with items requested in **Response E**. However, we cannot agree to: *ii. Best government pricing.*

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. **Key features of Master Agreement**
- ii. **Working knowledge of the solicitation process**
- iii. **Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv. **Knowledge of benefits of the use of cooperative contracts**

AWS will provide sales training material. We will comply with the items requested in **Response F**. We will provide training in live and recorded formats, as well as through an internal resource hub. Our internal resource hub will contain comprehensive material covering key features of the Master Agreement, the solicitation process, public agency types that can use the OMNIA Master Agreement, and overall benefits of cooperative contracts. Please see **Response A** for more details.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. **Executive Support**
- ii. **Marketing**



- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

One of AWS's core values is hiring, recognizing, and developing exceptional talent. We have hand selected leaders to provide an exceptional experience for OMNIA members at every level. **Table 11** provides a brief professional biography for key personnel. To protect employee privacy, AWS does not provide employee emails and phone numbers in proposals.

Table 11. AWS Key Personnel

Name	Role	Professional Biography
[REDACTED]	Executive Support and Sales Lead	[REDACTED]
[REDACTED]	Marketing	[REDACTED]
[REDACTED]	Sales Support	[REDACTED]
[REDACTED]	Financial Reporting and Contracts	[REDACTED]
[REDACTED]	Accounts Payable	[REDACTED]

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.



Like everything at AWS, we start with the customer and work backwards from the core customer needs. The structure we describe here is peculiar to state and local government, and education customer segments.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Beyond the marketing, training, and go-to-market plans, as described in **Response A**, AWS small and medium public sector sales will maintain a consistent focus on enabling customers on OMNIA. These efforts will include in-person call blitz days, cross-training with the OMNIA business development teams, account management enablement on OMNIA, establishing lead-sharing mechanisms, and setting up rep-to-rep meetings between AWS sellers and their OMNIA counterparts.

“One of the lesser known facts about innovative companies like Amazon is that they are relentlessly debating, re-defining, tinkering, iterating, and experimenting to take the seed of a big idea and make it into something that resonates with customers and meaningfully changes their customer experience over a long period of time.”

—Andy Jassy

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

AWS manages multiple statewide and national contract agreements. Through these engagements, we have developed tools, processes, and practices that can help customers easily access the benefits of the agreement. In this response, we highlight some tools we will use to manage the national program throughout the term of the agreement.

Coordination of Marketing and Sales

AWS will manage ongoing coordination of marketing and sales efforts as described in **Response A of Section 10.1.2.3**

Account Setup

Customers using the agreement can set up an AWS account through our website, www.aws.amazon.com. From there:

1. Users select “Sign in to the Console.” They will see a sign-in form, underneath which is a “Create a new AWS account” button.



2. Users select the “Create a new AWS account” button and click through. They will be prompted to provide the information and verifications required to set up an AWS account. Users should have an original email address and chosen AWS account nickname ready. They should also be prepared to retrieve a verification code from the associated email address.
3. After this, users will provide either business or personal identification information covering name, address, and phone number. Please note that customers do not need to provide credit card or other payment information at this stage. Instead, they can return to the sign-in page and enter their email address and password.

Account Onboarding

AWS manages multiple agreements that require customer onboarding. When the agreement is in place, AWS will create a step-by-step guide for customers to get set up to purchase services through the agreement. At a high level, the process for onboarding to the agreement is as follows:

1. Customers create an AWS account. This can be accomplished through the process described above. AWS also offers direct account manager support to help customers with this step.
2. Customers wishing to purchase through the agreement will register their account. This is done by emailing their Payer Account ID(s) to aws-omnia-partners@amazon.com. The AWS Contract Management team will provide the customer with an acceptance email, confirming that they have been added under the terms of the agreement. A customer must receive acceptance from AWS that it has been onboarded to the contract, at which point a customer may start using the contract's terms and conditions and will also earn incentive credits as outlined in **Section 11**.

Contract Management

The AWS Contract Management team will comply with the reporting and administrative fee requirements as mutually agreed. AWS will pay the administrative fee and submit reporting by the 25th calendar day of the second month following the date of the reported sale. For example, AWS reports January sales and submits administrative fees for January sales by March 25. AWS Contract Management will also collaborate with AWS Marketing to create an AWS-hosted OMNIA contract webpage featuring the Master Agreement (please see **Response A of Section 10.1.2.3** for details). Finally, AWS Contract Management will create a customer onboarding document with detailed instructions for OMNIA members to open or transfer AWS accounts under the OMNIA terms of the Master Agreement.

J. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

AWS does not share specific details about individual customers unless publicly detailed by the customers themselves. Millions of active customers a month (including tens of thousands of government agencies, education institutions, and nonprofit organizations) are already using AWS to address a diverse set of use cases, from simple website hosting all the way up to mission-critical intelligence projects dealing with large volumes of sensitive data. Refer to <https://aws.amazon.com/solutions/case-studies> to learn more about how customers are currently using AWS Cloud services.



K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

After onboarding to the contract, customers will begin subscriptions or using services through the AWS Management Console and AWS Marketplace. The majority of the products on AWS Marketplace are available as self-service, allowing customers to purchase and start using their product in minutes with a few clicks. Customers can select from the deployment options detailed above and from various pricing options such as pay-as-you-go (seconds/hour), monthly, annual, and multi-year. Please also refer to our description of Private Offers available in **Section 1.1**.

Section 4.2.1.1 describes the systems AWS offers to enable customers to manage AWS Marketplace subscriptions, manage overall AWS billing, consolidate billing between multiple departments, view potential savings, and integrate customer procurement systems with Marketplace.

AWS standard invoices, as shown in **Figure 20**, provide a breakdown of all services used, account ID used, ordering period, customer name, and customer address. Customers can provide payment through EFT or check.



aws

Account number: [REDACTED]

Bill to Address: [REDACTED]

Buyer's address

Amazon Web Services, Inc. Invoice
Email or talk to us about your AWS account or bill, visit aws.amazon.com/contact-us/

Invoice Summary

Invoice Number: [REDACTED] *Please include this invoice number with your payment!*

Invoice Date: June 3, 2020

TOTAL AMOUNT DUE ON July 3, 2020 \$ [REDACTED]

This invoice is for the billing period May 1 - May 31, 2020

Greetings from Amazon Web Services, we're writing to provide you with an electronic invoice of your transactions on the AWS Marketplace. Additional information about your bill, individual service charge details, and your account history are available on the Account Activity Page.

Summary

AWS Marketplace Charges	\$ [REDACTED]
Charges	\$ [REDACTED]
Credits	\$ [REDACTED]
Tax *	\$ [REDACTED]
Total for this invoice	\$ [REDACTED]

Detail for Consolidated Bill

Vendor Product - Vendor Name	\$ [REDACTED]
Charges	\$ [REDACTED]
VAT **	\$ [REDACTED]
GST	\$ [REDACTED]
Estimated US sales tax to be collected	\$ [REDACTED]
CT	\$ [REDACTED]
Vendor Product 2 - Vendor Name 2	\$ [REDACTED]
Charges	\$ [REDACTED]
VAT **	\$ [REDACTED]
GST	\$ [REDACTED]
Estimated US sales tax to be collected	\$ [REDACTED]
CT	\$ [REDACTED]

* May include estimated US sales tax, VAT, ST, GST and CT.
Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Pay-Only Regime and GST registration number is M10073009E.
AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.
** This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to the Bills page on your Billing Management Console.
*** Please reference the tax invoice for a breakout of the Canadian taxes by type.
† Usage and recurring charges for this statement period will be charged on your next billing date. The amount of your actual charges for this statement period may differ from the charges shown on this page. The charges shown on this page do not include any additional usage charges accrued during this statement period after the date you are viewing this page. Also, one-time fees and subscription charges are assessed separately, on the date that they occur.
All charges and prices are in US Dollars.
All AWS Services are sold by Amazon Web Services, Inc.

Electronic funds transfer details:
Bank Name: Wells Fargo NA
Account Name: Amazon Web Services, Inc.
Bank Address: 420 Montgomery Street
San Francisco CA 94103
Checking Account Number: [REDACTED]
ABA Routing Number: [REDACTED]
Wire Routing Number: [REDACTED]
SWIFT Code: [REDACTED]

or Mail payment to:
Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-6423, US

1

105A.AWS_2022

Figure 20. Sample Invoice.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Version October 19, 2021

\$_____ .00 in year one

\$_____ .00 in year two

\$_____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative



Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

AWS cannot guarantee Contract Sales and we will not publicly report any kind of financial projection at this level.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).**
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.**
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).**
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

We cannot make commitments in **Response M**, other than carefully considering each unique solicitation and responding (or not) accordingly. In AWS Marketplace, software vendors control how their products are priced, not AWS. Please see **Section 4.5** for details on the pricing structures available in AWS Marketplace.



11. Attachment B—Price Proposal

In addition to the completion of Attachment B, provided under separate cover, [REDACTED]

[REDACTED] Customers are only charged for products purchased from sellers via AWS Marketplace. Sellers, such as ISVs that list software within AWS Marketplace, define the pricing for their product and service listings. Sellers can offer discounts via a Private Offer (described in **Section 1.1**). When a customer accepts a Private Offer from an AWS Marketplace seller or subscribes to a listing via AWS Marketplace self-service, the charge becomes part of their AWS bill. After the customer pays AWS, AWS Marketplace pays the seller.

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

There are some AWS Marketplace listings that require the purchase of AWS infrastructure services to deploy the software in the customer's account. AWS offers the City of Rochester Hills and OMNIA Partners members all AWS services, which include more than 200 global cloud-based products, including [compute](#), [storage](#), [databases](#), [analytics](#), [networking](#), [mobile](#), [developer tools](#), [management tools](#), [IoT](#), [security](#) and [enterprise applications](#). These services help organizations move faster, lower IT costs, and scale. Please review the full list of services and their respective pricing at aws.amazon.com/pricing. Figure 21 illustrates the breadth and depth of AWS Cloud services.



Figure 21. High-Level View of AWS Cloud Solutions.

We offer “pay-as-you-go” pricing for AWS Cloud services. This means customers pay only for the individual services they use when they use them, without requiring long-term contracts or complex licensing. AWS pricing is based on a consumption-based model, similar to how customers pay for utilities like water and electricity. Customers pay for the services they consume and when they stop using them, there are no additional costs or termination fees.

In addition to our pay-as-you-go pricing model, customers can also take advantage of the following:

- **Pay Less When You Reserve:** For certain AWS products, customers can pay a low upfront fee to receive a discount. This results in overall savings of up to **75%** (depending on the type of instance reserved) over equivalent on-demand capacity.



- **Pay Less per Unit by Using More:** AWS pricing is tiered for storage and data transfer—the more customers use, the less they pay per gigabyte.
- **Pay Less as AWS Grows:** Through innovation and economies of scale, we continue to reduce our data center hardware costs, improve our operational efficiencies, and lower our power consumption. This lowers costs, which we pass on to customers with price reductions. We have reduced prices for AWS Services **115 times** since AWS launched in 2006.

For more information about pricing at AWS, see [AWS Pricing](#). More tools and resources are provided on our [Pricing Resources](#) page.

Appendix A. Glossary of Terms

Term	Description	Further Information
Amazon Elastic Compute Cloud (Amazon EC2)	Provides scalable computing capacity in the AWS Cloud, eliminating the need for customers to invest in hardware up front. Amazon EC2 integrates with AWS Marketplace, allowing customers to launch applications on EC2 instances direct from Marketplace.	https://docs.aws.amazon.com/AWSEC2/latest/UserGuide/concepts.html
Amazon Machine Image (AMI)	An image of a server, including an operating system and often additional software, which runs on AWS. The software listed in AWS Marketplace is only available to run on Amazon EC2. It is not available for download.	https://docs.aws.amazon.com/marketplace/latest/buyerguide/buyer-server-products.html
AWS Partner Network (APN)	A global community of AWS partners that use programs, expertise, and resources to build, market, and sell customer offerings.	https://aws.amazon.com/partners/?nc=sn&loc=0
AWS Budgets	Service that allows customers to set custom budgets to track costs and usage, set alert notifications, and configure spend-based actions.	https://aws.amazon.com/aws-cost-management/aws-budgets/
AWS Cost Explorer	Service that provides dashboards and reporting that enables customers to analyze cost and usage data.	https://aws.amazon.com/aws-cost-management/aws-cost-explorer/
AWS Data Exchange (ADX)	Portfolio of cloud-based third-party data sets available for purchase and no cost in AWS Marketplace.	https://aws.amazon.com/data-exchange/
AWS Free Tier	Program that provides a free tier of EC2 to eligible customers. AWS Free Tier customers are eligible to use free AWS Marketplace software for up to 750 hours EC2 usage each month for one year.	https://docs.aws.amazon.com/marketplace/latest/buyerguide/buyer-aws-free-tier.html
AWS GovCloud (US)	Secure AWS Regions that are operated by employees who are US citizens on US soil. The Regions are only accessible to US entities and root account holders who pass a screening process.	https://aws.amazon.com/govcloud-us
AWS License Manager	Console to automate the distribution and activation of software entitlements to end-users and workloads across accounts in their AWS organization.	https://aws.amazon.com/license-manager/



Term	Description	Further Information
AWS Marketplace Management Portal (AMMP)	Tool used to register as an AWS Marketplace seller. Sellers use the portal to manage their listings and offers.	https://docs.aws.amazon.com/marketplace/latest/userguide/user-guide-for-sellers.html
AWS Organizations	Service that helps customers pragmatically manage and govern their AWS environment with a centralized approach.	https://aws.amazon.com/organizations/
AWS Purchase Order Management	An AWS Billing Console service that enables self-service management of a customer's AWS purchase orders (POs).	https://aws.amazon.com/aws-cost-management/aws-purchase-order-management/
AWS Regions	Physical location around the world where AWS clusters data centers. Each group of logical data centers is an Availability Zone, with each AWS Region consisting of a minimum of three isolated and physically separate Availability Zones within a geographic area.	https://aws.amazon.com/about-aws/global-infrastructure/regions_az/
AWS Service Catalog	Service that allows organizations to create and manage catalogs of IT services that are approved for use on AWS, such as virtual machine images, servers, software, and databases.	https://docs.aws.amazon.com/servicecatalog/latest/adminguide/what-is_concepts.html
CloudFormation Template	Enables customers to create a template that describes all the needed AWS resources and CloudFormation handles provisioning and configuring those resources. Removes the need for customers to individually create and configure AWS resources and determine dependencies.	https://docs.aws.amazon.com/AWSCloudFormation/latest/UserGuide/Welcome.html
Consulting Partner Private Offer (CPPO)	A type of Private Offer that allows consulting partners to resell ISV products on AWS Marketplace.	https://docs.aws.amazon.com/marketplace/latest/userguide/consulting-partner-offers.html
Container Products	Standalone products fulfilled as container images. Container products can either be free or must be paid for using a seller-provided pricing option.	https://docs.aws.amazon.com/marketplace/latest/buyerguide/buyer-what-is-aws-marketplace-for-containers.html
Flexible Payment Scheduler (FPS)	Seller feature available for AMI multi-year and SaaS contracts Private Offers that enables the seller to offer a custom payment schedule.	https://docs.aws.amazon.com/marketplace/latest/userguide/flexible-payment-scheduler.html
Identity and Access	Service that allows administrators to specify who or what can access services and	https://aws.amazon.com/iam/



Term	Description	Further Information
Management (IAM)	resources in AWS, manage permissions, and analyze access across AWS.	
Managed Entitlements	Feature that enables customers to distribute, activate, and track software license entitlements acquired in AWS Marketplace through AWS License Manager.	https://aws.amazon.com/marketplace/features/managed-entitlements/
Micro Instance	A low-cost EC2 instance type designed for less demanding applications that require lower throughput.	https://aws.amazon.com/about-aws/whats-new/2010/09/09/announcing-micro-instances-for-amazon-ec2/
Private Marketplace	A feature that controls which products users in an AWS account can procure from AWS Marketplace. Administrators can create and customize curated digital catalogs of products.	https://docs.aws.amazon.com/marketplace/latest/buyerguide/private-marketplace.html
Private Offer	A purchasing program that allows sellers and buyers to negotiate custom pricing, payment schedules, and terms in AWS Marketplace.	https://docs.aws.amazon.com/marketplace/latest/buyerguide/buyer-private-offers.html
Reserved Instance (RI)	Provides a discounted hourly rate and an optional capacity reservation for EC2 instances.	https://aws.amazon.com/ec2/pricing/reserved-instances/
Savings Plan	A flexible pricing model offering lower prices compared to on-demand pricing, in exchange for a specific usage commitment.	https://aws.amazon.com/savings-plans/
Seller of Record	The supplier of the AWS Marketplace product, typically the ISV or consulting partner.	https://docs.aws.amazon.com/marketplace/latest/userguide/user-guide-for-sellers.html

ATTACHMENT A



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

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

Exhibit A – Response for National Cooperative Contract

Exhibit G – New Jersey Business Compliance

(For documents with exceptions, AWS will work directly with member agency to meet their individual requirements)

Exhibit H - Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Rochester Hills, MI (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Software Marketplace including Cloud Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

This Exhibit A defines the expectations for qualifying Supplier. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

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

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

- A. Training sessions for Public Agency teams
- B. Training sessions for Supplier teams
- C. Regular business reviews to monitor program success
- D. General contract administration

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is

responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of the Supplier's "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, as set forth in AWS' response to Exhibit A (AWS proposal section reference 5.2.3 and 10.1.2.3) , and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Pricing offered under this agreement is public listed current pricing at <https://aws.amazon.com/pricing>.

2.3 Sales Commitment

Supplier commits to market the Master Agreement as and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies

through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement.

3.0 SUPPLIER RESPONSE

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

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
☐ Yes ☐ No
If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☐ No
If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
☐ Yes ☐ No
If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
☐ Yes ☐ No
If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
☐ Yes ☐ No
If yes, list certifying agency: _____

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to implement the Master Agreement as one of supplier's go to market strategies for Public Agencies to supplier's teams, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as a public sector go-to-market strategy within first 10 days

- ii. Training and education of Supplier's U.S. state and local government and education sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - ii. Upon mutual agreement, design, submission and distribution of co-branded marketing materials within first 90 days
 - iii. Commitment to attendance and participation with OMNIA Partners at national e.g., NIGP Annual Forum, etc.), regional e.g., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - iv. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as mutually agreed.
 - v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. Supplier reserves the right to select publications based on existing relationships and sponsorships.
 - vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - vii. Dedicated OMNIA Partners page on Supplier's website with:
 - OMNIA Partners standard logo;
 - Summary of Products and links to public pricing lists on Supplier's website;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated email address for OMNIA Partners
 - Purchase order and invoicing instructions
- C. Describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

- E. . At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. No cost to participate
 - iii. Non-exclusive
- F. Confirm Supplier will train its U.S. state and local government and education sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Detail Supplier's strategies under these options when responding to a solicitation.



5. Supplier Information

In this section we provide answers to the Supplier Qualifications and Supplier Information questionnaires presented in Attachment A-Exhibit A of the request.

5.1. Supplier Qualifications (Ref. Attachment A, Section 2.0)

AWS acknowledges and understands the Supplier Commitments listed in Exhibit A, Section 2.0 of Attachment A, Requirements for National Cooperative Contract to Be Administered by OMNIA Partners. Please refer to **Section 8 Exceptions** for a list of terms, conditions, and other requirements to which AWS cannot agree without modification.

5.2. Supplier Information (Ref. Attachment A, Section 3.0)

In the following section, AWS provides the requested supplier information.

5.2.1. Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Amazon has a long history of using a decentralized IT infrastructure. This has enabled our development teams to access compute and storage resources on demand, and it has increased overall productivity and agility. By 2005, Amazon had spent over a decade and millions of dollars building and managing the large-scale, reliable, and efficient IT infrastructure that powers one of the world's largest online retail platforms. Amazon launched AWS so that other



organizations could benefit from Amazon's experience and investment in running a large-scale, distributed, transactional IT infrastructure. AWS has been operating since 2006 and now serves millions of active customers every month worldwide.

Forrester, a leading industry analyst firm, named AWS Marketplace as a leader in SaaS cloud marketplaces in their *Forrester New Wave™: Marketplaces for SaaS Sourcing*, Q1 2022 report. Forrester rated AWS Marketplace as differentiated in buyer interface, contract terms, artificial intelligence and automation, roadmap, and go-to market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting."

In 2012, AWS introduced AWS Marketplace, becoming the first CSP to offer an online store with products curated for the cloud. By 2014, we already had more than 500 listings from category-leading sellers such as [Cisco](#), [Palo Alto Networks](#), [Trend Micro](#), and [F5](#). In response to what they told us they wanted, we launched the first cloud infrastructure marketplace to offer annual subscriptions. This enables customers to get a discount on the hourly rate of metered third-party software by committing to a year of usage.

In 2017, we worked with [Splunk](#) and other customers to become the first cloud infrastructure marketplace to launch Private Offers, which enabled customers to pay a privately negotiated rate with sellers as they migrated those relationships to AWS.

Then, customers told us they often negotiate their contracts with resellers, distributors, and managed service providers. So, in 2018, we were the first cloud infrastructure marketplace to launch CPPO, described in **Question 1.1**. CPPO enables customers to transact using the channel partner of their choice. We now work with more than a thousand channel partners including [Presidio](#), [SHI](#), [Rackspace](#), and [GuidePoint Security](#).

Today, more than 325,000 customers use AWS Marketplace to find, buy, deploy, and govern more than 12,000 listings from more than 2,000 sellers.

B. Total number and location of salespersons employed by Supplier.

Amazon does not disclose AWS-specific employment statistics. According to the [Amazon 2022 Q2 Quarterly Report](#), Amazon employed approximately 1,523,000 full-time and part-time employees as of June 30, 2022. Note that employment levels fluctuate due to seasonal factors affecting our business. AWS has state and local government, education, and nonprofit organization sales coverage across the United States.

C. Number and location of support centers (if applicable) and location of corporate office.

AWS's corporate office is located at 410 Terry Avenue North Seattle, WA 98109-5210. As related to customer support for this contract and referenced previously in **Question 1.15**, the [AWS Marketplace Help page](#) addresses the most common questions we receive from customers and our [AWS Marketplace Resources Hub](#) includes more in-depth categorized content. Customers can also directly contact their AWS account manager for assistance. We offer numerous options to connect directly with AWS support through our website at aws.amazon.com/contact-us.

D. Annual sales for the three previous fiscal years.

Annual sales for AWS (in millions):

- Fiscal Year 2019: \$35,026



- Fiscal Year 2020: \$45,370
- Fiscal Year 2021: \$62,202.

Please refer to <https://ir.aboutamazon.com/quarterly-results> for more information on AWS revenue.

a. Submit FEIN and Dun & Bradstreet report.

Our FEIN is 204938068. Our Dun & Bradstreet number is 965048981. Please see **Appendix B** for AWS's Dun & Bradstreet report.

E. Describe any green or environmental initiatives or policies

AWS is committed to running our business in the most environmentally friendly way possible and achieving 100% renewable energy usage for our global infrastructure. A study by 451 Research found that AWS infrastructure is 3.6 times more energy efficient than the median of surveyed enterprise data centers. More than two thirds of this advantage is attributable to running more energy efficient servers and higher server utilization—the latter a product of AWS's unique scale. AWS data centers are also more energy efficient than enterprise sites because of comprehensive efficiency programs that touch every facet of our facilities. For instance, when 451 Research factored in the carbon intensity of consumed electricity and renewable energy purchases (which reduce associated carbon emissions), they found that AWS performs the same task with an 88% lower carbon footprint.

By using the Customer Carbon Footprint Tool—a new AWS calculator for carbon footprint—customers can calculate the environmental impact of their AWS workloads. This tool uses easy-to-understand data visualizations to provide customers with their historical carbon emissions, evaluate emission trends as their use of AWS evolves, approximate the estimated carbon emissions they have avoided by using AWS instead of an on-premises data center, and review forecasted emissions based on current use.

The forecasted emissions are based on current usage, and show how a customer's carbon footprint will change as Amazon stays on path to powering its operations with 100% renewable energy by 2025, five years ahead of its original target of 2030, and drives toward net zero carbon by 2040 as part of The Climate Pledge.

In addition to the environmental benefits inherently associated with running applications in the cloud, Amazon is committed to powering our operations with 100% renewable energy by 2025, five years ahead of the original target. In 2020, Amazon became the world's largest corporate purchaser of renewable energy, reaching 65% renewable energy across our business.

Our push to use more renewable energy is one step on our path to net zero carbon by 2040 as part of Amazon's commitment to The Climate Pledge. To achieve this sustainability goals, Amazon focuses on four complementary areas:

- Increasing energy efficiency in facilities and equipment
- Continuous innovation in data centers
- Advocacy at the global, federal, and state levels to create a favorable environment for renewable energy
- Working with various power providers around the world to increase the availability of renewable energy.

To learn more about AWS renewable energy projects across the globe and AWS sustainability practices across Amazon, see the following resources:



- Amazon Around the Globe: View an interactive map and other resources to see Amazon's sustainability efforts happening all around the globe.
- Sustainability in the Cloud: Learn how AWS is working to achieve Amazon's goal of 100% renewable energy.
- Amazon Sustainability: Learn about our ongoing efforts to fulfill our commitment to sustainability.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Supporting supplier diversity is a fundamental part of the work of Amazon—AWS's parent company—and an extension of Amazon's customer-centric culture. As a leading retailer, Amazon invests in the success of small- and medium-sized businesses (SMBs) by providing them with logistics services and technology support to thrive in the Amazon.com marketplace.

Amazon has contributed tens of billions in infrastructure and built hundreds of tools to help SMBs and Minority- and Women- Owned Business Enterprises (MWBs) succeed, including data analytics that help independent sellers to better understand and reach customers. From 2019 to 2020, Amazon invested more than **\$30 billion** in logistics, tools, services, and programs to foster the growth of SMB sellers. Amazon's 2020 Small and Medium Sized Business Impact Report summarizes how Amazon has helped a diverse pool of SMB sellers succeed.

AWS builds on Amazon's commitment to SMBs and MWBs by helping hundreds of thousands of SMBs, startups, and partners launch and scale their businesses. SMBs today are adopting cloud-based working models and shifting to flexible IT platforms. This enables them to respond faster to customer needs and proactively improve products and services—all while reducing costs and freeing up resources for critical projects.

SMBs can achieve better outcomes faster by using the AWS Cloud and software from the AWS Marketplace. Our cloud solutions can help SMBs reach new customers, strengthen relationships with existing customers, gain audience insights, streamline operations, and make their IT environments more secure. We provide SMBs and MWBs with free tools and resources to accelerate their growth and development on AWS, as highlighted by the programs below.

How Participating Agencies May Use Diverse Partners Through the Master Agreement

AWS Marketplace can help the City and OMNIA Members procure directly from sellers in a variety of categories that may help meet supplier diversity goals. Our search functionality can help the City and OMNIA Members find diverse APN Partners and track transactions with these AWS Marketplace sellers. Please see our response to **Question 1.7** for details on how AWS can help the City and OMNIA Members meet their diversity goals.

Please note that pricing is not affected by using these tools. Additionally, AWS is not a member of any diversity alliance. AWS Marketplace buyers should work with sellers directly to receive copies of their certifications where applicable.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No



If yes, list certifying agency: _____

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

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

No certifications held.

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

AWS might decide to use subcontractors to meet some of its contractual obligations under the Agreement (for example, using subcontractors to provide certain services, such as support services, on AWS's behalf). If AWS decides to use a subcontractor, AWS will enter into an agreement with the subcontractor on terms that AWS considers appropriate in light of the subcontractor's role and duties.

I. Describe how supplier differentiates itself from its competitors.

AWS Marketplace makes it easy to find, test, buy, deploy, and manage third-party software that runs on AWS. AWS Marketplace helps you find the software and associated professional services you need to innovate all in one place, simplifying procurement. You can discover complete business solutions and curated service offerings from ISVs and consulting partners, and select payment options and contract terms that fit your needs. All charges are simplified onto your AWS bill. AWS Marketplace simplifies software licensing and procurement processes due to its flexible pricing options and multiple deployment methods. Customers can select commercial software from well-known vendors, as well as many widely used open source offerings. Procurement professionals can leverage AWS Marketplace to accelerate innovation and enable cloud users to rapidly and securely deploy solutions, while reducing TCO and improving operational oversight.

According to The Total Economic Impact of Using AWS Marketplace (an AWS-commissioned study by Forrester Consulting), customers who procure solutions via AWS Marketplace can benefit from:

- Up to a 75% reduction in onboarding effort for new vendors
 - 66% time savings due to procurement efficiency
-



- **Up to a 10% reduction in licensing costs.**

AWS Marketplace can help public sector customers drive efficiency throughout the procurement process, save on licensing fees by transitioning to more flexible licensing models, and vet and onboard new vendors with less effort than traditional practices.

The Forrester New Wave: Marketplaces for SaaS Sourcing report names AWS Marketplace as a leader in SaaS cloud marketplaces. The report reveals findings from Forrester's evaluation of marketplaces for SaaS sourcing and evaluates the 9 most significant providers across 10 criteria and where they stand in relation to one another. Vendors are scored as *differentiated*, *on par*, *needs improvement*, or *no capability* across the criteria.

Forrester rated AWS Marketplace as **differentiated** in buyer interface, contract terms, artificial intelligence and automation, roadmap, and market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting." Forrester states that AWS "has invested significantly in its marketplace and continues to push the envelope in areas like standard contract terms; custom contract negotiation in its marketplace; and integration with leading procurement tools, such as Coupa. AWS has broken new ground in areas that procurement cares about and offers a new way to streamline SaaS buying and thereby increase efficiency while lowering risk."

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

AWS is a multi-national company. Providing a substantive response to this question poses a significant burden. AWS can work with the City and OMNIA Partners to narrow the scope of this request if needed.

K. Felony Conviction Notice: Indicate if the supplier

- a. **is a publicly held corporation and this reporting requirement is not applicable;**
- b. **is not owned or operated by anyone who has been convicted of a felony; or**
- c. **is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

AWS is a subsidiary of a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge and belief, AWS is not currently debarred or suspended from doing business with any US entities.

5.2.2. Distribution and Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Please refer to **Section 4.2** for a detailed overview of our approach to the Scope of Services, and a description of the full line of products and services offered through AWS Marketplace. At a high level, AWS offers comprehensive cloud services infrastructure with compute power, storage, content delivery, and other functionality that organizations can use to deploy



applications and services cost effectively. AWS Marketplace augments and extends the AWS Cloud through third-party solutions.

AWS Marketplace solutions are built on and for AWS, offering compatibility and security AWS customers have grown to trust. Currently AWS Marketplace offers over 12,000 listings from 2,000 ISVs and 1,000 consulting partners offering solutions across 65 categories and numerous pricing and deployment models.

We consider all AWS services, including those that will be added or removed over the term of the agreement, to be in scope of our response. AWS has more than 200 fully featured services, including compute, storage, databases, networking, analytics, robotics, machine learning and AI, IoT, mobile, security, hybrid, VR, AR, media, application development, deployment, management, and much more.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Nationwide distribution of the products and services outlined in this proposal will occur through AWS Marketplace. Solutions in AWS Marketplace offer multiple deployment options including Amazon Machine Image (AMI), SaaS, containers, Amazon SageMaker, and CloudFormation. Customers can choose to purchase directly through AWS Marketplace's self-service option or via Private Offers, either directly with the ISV or through a consulting partner. To simplify procurement further, AWS Marketplace offers end-to-end transactability for public listings—customers do not need to visit the ISV's website to complete transactions.

Launch and distribution of the solution is dependent on the deployment option selected. For our most popular option, SaaS, customers can use the Amazon EC2 console to choose Region and instance type to launch or use or "1-click" launch. For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. 1-click launch helps customers launch quickly with recommended default options such as security groups and instance types. With 1-click launch, customers can also see an estimated monthly bill.

Product availability is based on supported AWS Regions. The AWS Marketplace website is available in all seven North American Regions, including our two AWS GovCloud Regions, and 24 Regions worldwide. All sellers offering paid products must be from eligible jurisdictions, which currently include United States (US), Australia, Bahrain, European Union (EU) member states, Hong Kong SAR, Israel, Japan, New Zealand, Norway, Qatar, Switzerland, United Arab Emirates (UAE), and United Kingdom (UK).

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

AWS offers the City of Rochester Hills and OMNIA Partners members all AWS services at publicly available pricing (found at aws.amazon.com/pricing/). We additionally offer an infrastructure credit incentive program, described in **Section 11**, to customers procuring through this Master Agreement. Customers can negotiate pricing with AWS Marketplace sellers using the Private Offer and CPPO functionalities. Customers can verify negotiated pricing of their Private Offer or CPPO prior to accepting the offer.



Customers can use AWS Cost Explorer to monitor and analyze costs and usage for data up to the last 12 months.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Customers can access software they know and trust from over 2,000 ISVs; 1,000 AWS Marketplace Consulting Partners; and 250 Data Providers. Due to the nature of an online cloud marketplace and third-party vendors, AWS recommends the City and OMNIA Members reference aws.amazon.com/marketplace for an up-to-date list of companies involved in processing, handling, or shipping the products and services to end users for purchases made through AWS Marketplace.

With AWS Marketplace purchases, the supplier of the product listed is the seller of record in AWS Marketplace transactions. Each seller's name is detailed on the invoice to assist in verification. AWS Marketplace provides an automated way for ISVs and Channel Partners to sell to customers. When the seller submits a product in AWS Marketplace, they define the price of the product, and the terms and conditions of use. When a customer purchases from the seller, they are agreeing to the pricing and terms and conditions set for the offer by the seller, which can be directly negotiated via a Private Offer and Consulting Partner Private Offers. Customers can meet their software procurement needs with custom terms, volume pricing, and flexible payment options negotiated privately with their preferred ISV or consulting partner.

While AWS Marketplace is agnostic in the process and merely providing billing and invoicing for transactions, it enables customers to procure many solutions directly from AWS Marketplace sellers, including ISVs and channel partners, and provides billing and invoicing for transactions we enable.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. AWS encourages sellers to make products available in all available Regions and on all instance types that make sense. As mentioned in **Response B of Section 5.2.2**, AWS Marketplace website is available in 24 Regions worldwide and all seven North American Regions, including our two AWS GovCloud Regions.

5.2.3. Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

In the first 10 business days from award, AWS executive leadership will distribute internal communication via email announcing the award and describing upcoming training materials. The audience for this communication will be our relevant sales teams—including teams covering state and local government, education, and non-profits—and the teams covering the ISVs selling to these customers—EdTechs and GovTechs.



ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

In the first 30 days, the OMNIA primary point of contact will conduct a live sales kick-off training that will be recorded. Executive sales leadership will make an introduction. During the live kick-off, all elements of **Response F** will be addressed, as well as:

- How to set up an AWS account
- Credits available to OMNIA AWS customers
- How to check if a prospective customer is already an OMNIA member
- Talk track on OMNIA's scope and benefits.

The live kick-off will be followed by a knowledge check. We will create an internal OMNIA resource hub within our communication tool to accompany this training. This resource hub will also address all elements of **Response F** and contain FAQ. An internal Slack channel will be established to answer OMNIA questions as they arise.

From days 30 through 60, business development managers will attend each individual sales team meeting to refresh knowledge from the kick-off training and answer questions about OMNIA.

From 60 through 90 days and beyond, OMNIA training will be included in onboarding (required new hire training) and annual refreshers for tenured employees. This training will be accompanied by knowledge checks.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum. in an area reserved by OMNIA Partners for partner suppliers. Booth space Version October 19, 2021 will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term



viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- **OMNIA Partners standard logo;**
- **Copy of original Request for Proposal;**
- **Copy of Master Agreement and amendments between Principal**
- **Procurement Agency and Supplier;**
- **Summary of Products and pricing;**
- **Marketing Materials**
- **Electronic link to OMNIA Partners' website including the online registration page;**
- **A dedicated toll-free number and email address for OMNIA Partners**

AWS recognizes the value of a coordinated marketing effort with OMNIA Partners. We are committed to continued dialogue with OMNIA Partners to plan and help drive customer awareness of the award. Any items that AWS cannot comply with are noted in **Section 8**. Within 90 days of award, AWS aims to:

- Review our tentative 2023 calendar of national, regional, and supplier-specific trade shows, conferences, and meetings with OMNIA Partners. While we expect to identify events of mutual interest, creation of a complete list of events may exceed ninety days depending on team-specific planning guidelines. At the agreed upon events, AWS to promote the agreement through marketing collateral distributed at the event. Examples of events we have attended in the past include:
 - National Association of Counties (NACo) Annual Conference
 - EDUCAUSE Annual Conference for Higher Education
 - E.Republic/Government Technology Digital Government Summits for State and Local Government
 - National Association of State Chief Information Officers (NASCIO) Annual Conference
 - Consortium for School Networking (CoSN) Annual Conference for K-12 Education
- Host a webinar on modernizing software procurement featuring speakers from AWS and OMNIA Partners. If AWS is unable to conduct a webinar in the first 90 days, we commit to having the abstract complete, AWS speakers onboard, and a target date planned during the first 90 days. The webinar will be recorded and available on demand for continuous consumption and promotion.
- Publish a blog post (for example, on the [AWS Public Sector Blog](#)) announcing the Master Agreement and explaining "Why OMNIA Partners and AWS" with newsletter and social promotion.
- Review OMNIA's press release of the Master Agreement details and contact information. OMNIA will provide the initial draft, and the AWS Public Relations team will review, provide edits, and approve for distribution.
- Create a dedicated OMNIA Partners page on an AWS website with OMNIA Partners standard logo; copy of original Request for Proposal; copy of Master Agreement and amendments between Principal, procurement agency, and supplier; summary of products and pricing; marketing materials; electronic link to OMNIA Partners' website including the online registration page; and a dedicated toll-free number and email address for OMNIA Partners.

- Plan to produce additional co-branded sales materials. AWS cannot guarantee completion of all materials within the first 90 days but will begin planning all such materials during this timeframe. Co-branded sales materials include:
 - A customer-facing contract website detailing how to use the contract.
 - An AWS Marketplace hosted landing page with featured software vendors. See **Figure 17** for a sample landing page.
 - A “Why OMNIA and AWS” one-pager. This collateral will demonstrate the benefits of the agreement. It will be used by AWS public sector field sales and business development teams.
 - A co-branded customer-facing first call deck. This will be available for use by AWS public sector field sales and business development teams for use, as well as OMNIA business development teams.



Figure 17. Sample AWS Marketplace Hosted Landing Page.

Beyond the first 90 days, AWS will promote the agreement through expanded marketing efforts, such as:

- AWS to promote OMNIA Partners-hosted events with public sector sales personnel who wish to attend OMNIA Partners-hosted events tailored specifically to information technology suppliers each year the Master Agreement is in effect.
- AWS to design and distribute national and regional advertising in trade publications throughout the term of the Master Agreement. AWS reserves the right to select publications based on existing relationships and sponsorships.
- AWS to attend and participate as an exhibitor in the NIGP Annual Forum.
- AWS to incorporate OMNIA Partners into AWS Marketplace webinars focused on the public sector audience.
- AWS to work with OMNIA Partners on nominating a joint speaking engagement session based on the list of mutual public sector events.
- AWS to plan blog posts featuring customer success stories for shared customers.



C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Customer usage of this contract or any other managed contracts held by AWS or our AWS partners is entirely the customer's decision. AWS does not dictate which cooperative agreement its customers use.

AWS will market the agreement to small and medium sized government and educational customers. We will make this agreement available to any OMNIA member that wishes to use it for any AWS service. Due to its scope, this agreement is particularly suited to AWS Marketplace customers. At the time of this submission, AWS does not directly hold any nationwide government or educational cooperative agreements with AWS Marketplace in scope.

A list of current cooperative contracts available via APN Partners is provided on the following site: <https://aws.amazon.com/contract-center/state-local-edu-contracts/>.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

AWS acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

Within 90 days of award, AWS Sales will initiate an internal approval request for third-party usage of the AWS logo and provide OMNIA Partners with a Limited Logo Usage Agreement for execution.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

AWS will create an OMNIA customer onboarding document, a customer-facing website, a customer-facing first call deck, and a one-page leave behind. Please see **Response A** for details. Where possible, we will comply with items requested in **Response E**. However, we cannot agree to: *ii. Best government pricing*.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process



- iii. **Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv. **Knowledge of benefits of the use of cooperative contracts**

AWS will provide sales training material. We will comply with the items requested in **Response F**. We will provide training in live and recorded formats, as well as through an internal resource hub. Our internal resource hub will contain comprehensive material covering key features of the Master Agreement, the solicitation process, public agency types that can use the OMNIA Master Agreement, and overall benefits of cooperative contracts. Please see **Response A** for more details.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. **Executive Support**
- ii. **Marketing**
- iii. **Sales**
- iv. **Sales Support**
- v. **Financial Reporting**
- vi. **Accounts Payable**
- vii. **Contracts**

One of AWS's core values is hiring, recognizing, and developing exceptional talent. We have hand selected leaders to provide an exceptional experience for OMNIA members at every level. **Table 6** provides a brief professional biography for key personnel. To protect employee privacy, AWS does not provide employee emails and phone numbers in proposals.

Name	Role	Professional Biography
	Executive Support and Sales Lead	
	Marketing	
	Sales Support	



Name	Role	Professional Biography
	Financial Reporting and Contracts	
	Accounts Payable	

H. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Like everything at AWS, we start with the customer and work backwards from the core customer needs. The structure we describe here is peculiar to state and local government, and education customer segments.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Beyond the marketing, training, and go-to-market plans, as described in **Response A**, AWS small and medium public sector sales will maintain a consistent focus on enabling customers on OMNIA. These efforts will include in-person call blitz days, cross-training with the OMNIA business development teams, account management enablement on OMNIA, establishing lead-sharing mechanisms, and setting up rep-to-rep meetings between AWS sellers and their OMNIA counterparts.

“One of the lesser known facts about innovative companies like Amazon is that they are relentlessly debating, re-defining, tinkering, iterating, and experimenting to take the seed of a big idea and make it into something that resonates with customers and meaningfully changes their customer experience over a long period of time.”

—Andy Jassy

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including



ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

AWS manages multiple statewide and national contract agreements. Through these engagements, we have developed tools, processes, and practices that can help customers easily access the benefits of the agreement. In this response, we highlight some tools we will use to manage the national program throughout the term of the agreement.

Coordination of Marketing and Sales

AWS will manage ongoing coordination of marketing and sales efforts as described in **Response A of Section 5.2.3.**

Account Setup

Customers using the agreement can set up an AWS account through our website, www.aws.amazon.com. From there:

1. Users select "Sign in to the Console." They will see a sign-in form, underneath which is a "Create a new AWS account" button.
2. Users select the "Create a new AWS account" button and click through. They will be prompted to provide the information and verifications required to set up an AWS account. Users should have an original email address and chosen AWS account nickname ready. They should also be prepared to retrieve a verification code from the associated email address.
3. After this, users will provide either business or personal identification information covering name, address, and phone number. Please note that customers do not need to provide credit card or other payment information at this stage. Instead, they can return to the sign-in page and enter their email address and password.

Account Onboarding

AWS manages multiple agreements that require customer onboarding. When the agreement is in place, AWS will create a step-by-step guide for customers to get set up to purchase services through the agreement. At a high level, the process for onboarding to the agreement is as follows:

1. Customers create an AWS account. This can be accomplished through the process described above. AWS also offers direct account manager support to help customers with this step.
2. Customers wishing to purchase through the agreement will register their account. This is done by emailing their Payer Account ID(s) to aws-omnia-partners@amazon.com. The AWS Contract Management team will provide the customer with an acceptance email, confirming that they have been added under the terms of the agreement. A customer must receive acceptance from AWS that it has been onboarded to the contract, at which point a customer may start using the contract's terms and conditions and will also earn incentive credits as outlined in **Section 11**.

Contract Management

The AWS Contract Management team will comply with the reporting and administrative fee requirements as mutually agreed. AWS will pay the administrative fee and submit reporting by the 25th calendar day of the second month following the date of the reported sale. For example, AWS reports January sales and submits administrative fees for January sales by March 25. AWS Contract Management will also collaborate with AWS Marketing to create an AWS-hosted



OMNIA contract webpage featuring the Master Agreement (please see **Response A of Section 5.2.3** for details). Finally, AWS Contract Management will create a customer onboarding document with detailed instructions for OMNIA members to open or transfer AWS accounts under the OMNIA terms of the Master Agreement.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

AWS does not share specific details about individual customers unless publicly detailed by the customers themselves. Millions of active customers a month (including tens of thousands of government agencies, education institutions, and nonprofit organizations) are already using AWS to address a diverse set of use cases, from simple website hosting all the way up to mission-critical intelligence projects dealing with large volumes of sensitive data. Refer to <https://aws.amazon.com/solutions/case-studies> to learn more about how customers are currently using AWS Cloud services.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

After onboarding to the contract, customers will begin subscriptions or using services through the AWS Management Console and AWS Marketplace. The majority of the products on AWS Marketplace are available as self-service, allowing customers to purchase and start using their product in minutes with a few clicks. Customers can select from the deployment options detailed above and from various pricing options such as pay-as-you-go (seconds/hour), monthly, annual, and multi-year. Please also refer to our description of Private Offers available in **Section 1.1**.

Section 4.2.1.1 describes the systems AWS offers to enable customers to manage AWS Marketplace subscriptions, manage overall AWS billing, consolidate billing between multiple departments, view potential savings, and integrate customer procurement systems with Marketplace.

AWS standard invoices, as shown in **Figure 18**, provide a breakdown of all services used, account ID used, ordering period, customer name, and customer address. Customers can provide payment through EFT or check.



aws

Account number: [REDACTED]

Amazon Web Services, Inc. Invoice
Email or talk to us about your AWS account or bill, visit aws.amazon.com/contact-us/

Invoice Summary

Invoice Number: [REDACTED] Please include this invoice number with your payment.

Invoice Date: June 3, 2020

Buyer's address

TOTAL AMOUNT DUE ON July 3, 2020 \$ [REDACTED]

This invoice is for the billing period May 1 - May 31, 2020

Greetings from Amazon Web Services, we're writing to provide you with an electronic invoice of your transactions on the AWS Marketplace. Additional information about your bill, individual service charge details, and your account history are available on the Account Activity Page.

Summary

AWS Marketplace Charges	\$
Charges	\$ [REDACTED]
Credits	\$ [REDACTED]
Tax *	\$ [REDACTED]
Total for this invoice	\$ [REDACTED]

Detail for Consolidated Bill

Vendor Product - Vendor Name	\$
Charges	\$ [REDACTED]
VAT **	\$ [REDACTED]
GST	\$ [REDACTED]
Estimated US sales tax to be collected	\$ [REDACTED]
CT	\$ [REDACTED]

Vendor Product 2 - Vendor Name 2	\$
Charges	\$ [REDACTED]
VAT **	\$ [REDACTED]
GST	\$ [REDACTED]
Estimated US sales tax to be collected	\$ [REDACTED]
CT	\$ [REDACTED]

* May include estimated US sales tax, VAT, ST, GST and/or
Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Reg.
Only Singapore and GST registration number is M180100005
AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS,
Inc. is required to calculate and pay consumption tax in respect of the services on its a "Digital Service"
to the Japan Tax Authority
** This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to
the Bills page on your Billing Management Console.
*** Please reference the tax invoice for a breakout of the Canadian taxes by type
† Usage and account charges for this statement period will be charged on your next billing date. The
amount of your actual charges for this statement period may differ from the charges shown on this
page. The charges shown on this page do not include any additional usage charges incurred during this
statement period after the date you are viewing this page. Also, new fees and subscription charges
are billed separately on the date that they occur.
All charges and prices are in US Dollars.
© 2020 Amazon Web Services, Inc. or its Affiliates. All rights reserved.

Electronic funds transfer details:
Bank Name: Wells Fargo NA
Account Name: Amazon Web Services, Inc.
Bank Address:
480 Montgomery Street
San Francisco CA 94103
Checking Account Number: [REDACTED]
ABA Routing Number: [REDACTED]
Wire Routing Number: [REDACTED]
SWIFT Code: [REDACTED]

or Mail payment to:
Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-0223, US

1

105A.AWS 2022

Figure 18. Sample Invoice.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Version October 19, 2021

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

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



AWS cannot guarantee Contract Sales and we will not publicly report any kind of financial projection at this level.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

We cannot make commitments in **Response M**, other than carefully considering each unique solicitation and responding (or not) accordingly. In AWS Marketplace, software vendors control how their products are priced, not AWS. Please see **Section 4.5** for details on the pricing structures available in AWS Marketplace.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

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

Name of Organization: Amazon Web Services, Inc.

Organization Address: 410 Terry Avenue North, Seattle, WA, 98109 - 5210

Part I Check the box that represents the type of business organization:

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Amazon.com, Inc.	410 Terry Avenue North Seattle, WA 98109-5210

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

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

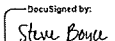
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://www.sec.gov/Archives/edgar/data/1018724/000119312513028520/d445434dex211.htm	N/A

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Amazon.com, Inc.	410 Terry Avenue North Seattle, WA 98109-5210

Part IV Certification

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

Full Name (Print):	Steve Boyce	Title:	Authorized Signatory
Signature:		Date:	March 20, 2023

DOC #2

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of Virginia

County of Arlington

ss:

I, Steve Boyce residing in _____
(name of affiant) (name of municipality)
 in the County of _____ and State of _____ of full
 age, being duly sworn according to law on my oath depose and say that:

I am Director of the firm of Amazon Web Services, Inc.
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled Software Marketplace including Cloud Solutions, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct; ^{to the best of my knowledge and belief} and made with full knowledge that the _____

OMNIA Partners relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

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

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

Subscribed and sworn to

before me this day

Steve Boyce
 Signature

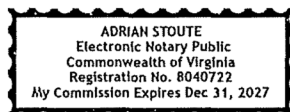
March 20, 2023

Steve Boyce
 (Type or print name of affiant under signature)

Notary public of Virginia

My Commission expires December 31, 2027

(Seal)



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)****Company Name:** Amazon Web Services, Inc.**Street:** 410 Terry Avenue North**City, State, Zip Code:** Seattle, WA, 98109 - 5210**Proposal Certification:**

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

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

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

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

~~B. Approved Federal or New Jersey Plan — certificate enclosed~~

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

March 20, 2023

Date

DocuSigned by:
Steve Boya
07E30C4BC587455

Authorized Signator:

Authorized Signature and Title

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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


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

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

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

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

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

DocuSigned by:

 07E36C4BC587455...

 Signature of Procurement Agent

DOC #4

~~C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM~~~~Public Agency Instructions~~

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

- ~~1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).~~
- ~~2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.~~
- ~~3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.~~
- ~~4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.~~
 - ~~a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay to Play web site at <http://www.nj.gov/dea/divisions/dlgs/programs/apcl.html#12>. They will be updated from time to time as necessary.~~
 - ~~b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.~~
 - ~~c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.~~
 - ~~d. The form may be used "as is", subject to edits as described herein.~~
 - ~~e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.~~
 - ~~f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.~~
- ~~5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at <http://www.nj.gov/dea/divisions/dlgs/resources/lfn-2006.html>). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.~~

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

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

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

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

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

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

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

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

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

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

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

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

~~DOC #4, continued~~

~~C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM~~

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

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

~~Part I—Vendor Information~~

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature _____ Printed Name _____ Title _____

~~Part II - Contribution Disclosure~~

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

☐ Check here if disclosure is provided in electronic form

[illegible]

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

DOC #4, continued

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

~~County Name:~~

~~State: Governor, and Legislative Leadership Committees-~~

~~Legislative District #s:~~

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

~~County:~~

~~Freeholders _____ County Clerk _____ Sheriff~~

~~{County Executive} _____ Surrogate~~

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

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

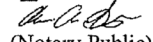
OR

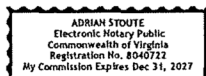
☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☒ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.****Stockholders:**

Name: Amazon.com, Inc.	Name:
Home Address: 410 Terry Avenue North Seattle, WA 98109-5210	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 20th day of March,
2023.


(Notary Public)



My Commission expires: December 31, 2027

Steve Boyce
(Affiant)

Steve Boyce

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

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

Offerors should submit the above form completed with their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE:

RFP-RH-22-026, Software Marketplace including Cloud Solutions

VENDOR NAME:

Amazon Web Services, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

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

DocuSigned by:

Steve Boyce
07E36C28E587A55

Signature

March 20, 2023

Date

Steve Boyce

Print Name and Title

Authorized Signatory



DOC #7

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

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

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AMAZON WEB SERVICES, INC.

Trade Name:

Address: 207 BOREN AVE N
SEATTLE, WA 98109

Certificate Number: 1816126

Effective Date: August 16, 2013

Date of Issuance: March 17, 2023

For Office Use Only:

20230317095135478



DOC #8

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

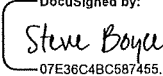
See the guidelines at:

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

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

Name: Steve Boyce


Title: Authorized Signatory

Signature:  07E36C4BC587455...

Date: March 20, 2023



DOC #9
MACBRIDE-PRINCIPLES

	<p>STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY</p> <p>33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230</p>
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MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFP-RH-22-026

VENDOR/BIDDER: Amazon Web Services, Inc.

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

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

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

☐

CHECK THE APPROPRIATE BOX

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

☒

OR

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

CERTIFICATION

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

DocuSigned by:

Steve Boyce

March 20, 2023

Signature

Date

Steve Boyce

Authorized Signatory

Print Name and Title

Certification 58877

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2022 to 15-Mar-2025**

AMAZON.COM SERVICES LLC

410 TERRY AVE N

SEATTLE

WA 98109



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT

EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT

LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT

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

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR

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

COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR

CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR

COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR

DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR

FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT, OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT

HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
 IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
 JUNIPER FLAT R.F.P.D., OR

JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR

LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR

MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY
 CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT,
 OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT,
 OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA
 HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT,
 OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT,
 OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION
 DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKE CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR

NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION
 DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT,
 OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D., OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT,
 OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION
 DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY
 AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR

OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY
AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT
COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT
#5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS,
OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD
DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE
DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT,
OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR

PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE
DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
#1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT,
OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT,
OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT COMPANY,
OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT
DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT,
OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION

SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT
DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL
AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS,
LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT,
OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT
COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR

SOUTH SANTIAM RIVER WATER CONTROL
DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE
DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT
COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE
DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT,
OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT,
OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
OR
TILLAMOOK COUNTY EMERGENCY
COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
OR

TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR
 VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR

WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR

YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL

MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT

DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT

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

HIGHER EDUCATION

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

NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

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

STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH