



Department of Defense (DOD) DOD ESI

Cisco Systems, Inc./Zivaro, Inc.

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RESELLER'S VETS-4212 FEDERAL CONTRACTOR REPORTING FORM



Exhibit A
DOD ESI REQUEST FOR AGENCY CATALOG (RFAC)
VENDOR RESPONSE TO CISCO RFAC

(Zivaro, Inc.) agrees that the terms and conditions for this DOD ESI Request for Agency Catalog, and including your NASA SEWP V contract are binding for all orders received under the DOD ESI Agency Catalog.

Required Information:

NASA SEWP V Contract #: NNG15SC38B

Business Size: Large

Cage Code: 1KPQ8

DUNS: 055342690

TIN: 84-1482895

Ordering Address: 990 S. Broadway, Suite 300

Denver, CO 80209-4274

Company POC for this RFAC (name, email and phone number to be listed on DOD ESI Agency Catalog):

Tyler Mathis, TMathis@Zivaro.com, 720-836-7406

Cisco Partner Certification Level:

Gold Certified Partner

Are you authorized/certified by Cisco to sell:

- | | | |
|------------------------------------|-------------------------------------|----|
| Catalyst 6800 Series Switches | <input checked="" type="checkbox"/> | No |
| Contact Center Products & Services | <input checked="" type="checkbox"/> | No |
| HSC-D Products & Services | <input checked="" type="checkbox"/> | No |
| Enterprise Agreements | <input checked="" type="checkbox"/> | No |

What additional Cisco certifications does your company maintain?

- Advanced Collaboration Architecture Specialization
- Advanced Data Center Architecture Specialization
- Advanced Enterprise Networks Architecture Specialization
- Advanced Security Architecture Specialization
- Buying Models Commerce Certification
- Cisco Hyperflex Authorization
- Cisco Unified Contact Center Express Authorization
- Cisco Webex Calling Partner
- Cisco Webex Contact Center Authorization
- Collaboration SaaS Authorization
- Customer Experience Specialization
- EA Data Center ACI and HyperFlex
- EA Data Center Cloud
- EA Cisco DNA - Switching Wireless Routing
- EA Collab - Flex Plan On-Prem Calling
- EA Collab - Flex Plan On-Prem Meetings
- EA Collab - UT TP PC
- EA Security Choice
- Master Collaboration Specialization
- Master Networking Specialization
- Partner Industry Expertise - Healthcare
- UCM Cloud Authorization
- US Federal Authorization



I certify that (**Zivaro, Inc.**) accepts all DOD ESI Agency Catalog Terms and Conditions, as attached to the DOD ESI RFAC, and that all information and pricing provided is correct.

 Digitally signed by
Clayton Edwards
Date: 2020.11.23
18:03:29 -05'00'

SIGNATURE

NAME: Clayton Edwards
TITLE: Contracts Specialist
PHONE: 303-455-8800
EMAIL: Contracts@zivaro.com

Product and Price List

					DoD ESI Agreement - Cisco Systems, Inc			
					Vendor Name - Zivaro, Inc			
					NASA SEWP Contract Number - NNG15SC38B			
Product Family	Minimum Discount Off Cisco Global Price List							
CORE; inclusive of Hardware, Software, Cisco One, etc	44							
COMPUTE; inclusive of Hardware, Software, Cisco One, etc	61							
MARKET; inclusive of Hardware, Software, Cisco One, etc	15							
Services: SWSS /SMARTnet	23							
Training	10							



Cisco Agency Catalog Additional Representations and Certifications

COMPANY: Zivaro, Inc.

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016)

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

- (b) The Offeror represents that—
 - (1) **It is is not** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (2) **It is is not** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) **Are are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;



(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.



(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) **The Offeror has has not** , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.



(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) **It will, will** not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.



The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:



(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);



(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled–

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.



Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the



Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.203-7005 Representation Relating to Compensation of Former DoD Officials. (NOV 2011)

- (a) Definition. “Covered DoD official” is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.
- (b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.239-7009 Representation of Use of Cloud Computing. (SEP 2015)

- (a) Definition. “Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling,



rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) **Representation. The Offeror represents that it—**

Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

252.239-7017 Notice of Supply Chain Risk. (FEB 2019)

a) Definitions. “Supply chain risk,” as used in this provision, means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (10 U.S.C. 2339a).

b) In order to manage supply chain risk, the Government may use the authorities provided by section 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to an offeror and its supply chain.

c) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of provision)

Prevention of Counterfeit or Grey Market Information Technology (IT)

The Offeror certifies that the product(s) being delivered are new and in their original packaging. The subject product(s) are eligible for all manufacturer warranties and other ancillary services or options provided by the original manufacturers, authorized suppliers, or suppliers that obtain parts from the manufacturer or its authorized supplier.

The Offeror further certifies that it is authorized by the manufacturer to sell the product(s). The Offeror will be required to submit documentation identifying its supply chain for the product(s) at the order level.



Within the aforementioned documentation, the Offeror shall also be required to identify the country of manufacture and indicate one of the following at the order level, if applicable:

- Manufacturing occurs in the U.S., but more than 50% of the cost of components is from foreign/nonqualifying country content
- Originally foreign manufactured products substantially transformed in the United States or a designated country

The Offeror assumes responsibility for authenticity. Costs of counterfeit parts are unallowable unless the conditions set forth in DFARS 231.205-71(b) are met. By making an offer, the offeror acknowledges that a full or partial termination for default/cause for non-compliant awarded items may occur if any of the products provided are not recognized or acknowledged by the manufacturer as new products eligible for warranties and all other ancillary services or options provided by the manufacturer, or the offeror was not authorized by the manufacturer to sell the product in the U.S.

I CERTIFY THE ABOVE TO BE TRUE AND CORRECT

SIGNATURE

NAME: Clayton Edwards
TITLE: Contracts Specialist
DATE: 11/23/2020

FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT VETS-4212

OMB NO: 1293-0005

Expires: 03/31/2021

Persons are not required to respond to this collection of information unless it displays a valid OMB number. It is mandatory for a covered Federal contractor respond to this information collection. See 38 U.S.C. § 4212(d) and "Who Must File" section of instructions.

RETURN COMPLETED REPORT TO:

VETS-4212 Submission
 VETERANS' EMPLOYMENT AND TRAINING SERVICE (VETS)
 Service Center
 In care of: Department of Labor National Contact Center (DOL-NCC)
 7425 Boston Blvd
 Springfield, VA 22153

ATTN: Human Resource/EEO Department

<p>TYPE OF REPORTING ORGANIZATION (Check one or both, as applicable)</p> <p><input checked="" type="checkbox"/> Prime Contractor</p> <p><input type="checkbox"/> Subcontractor</p>	<p>TYPE OF FORM (Check only one)</p> <p><input checked="" type="checkbox"/> Single Establishment</p> <p><input type="checkbox"/> Multiple Establishment-Headquarters</p> <p><input type="checkbox"/> Multiple Establishment-Hiring Location</p> <p><input type="checkbox"/> Multiple Establishment-State Consolidated (specify number of locations) (MSC)</p>
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COMPANY IDENTIFICATION INFORMATION (Omit items preprinted above-ADD Company Contact Information Below)

COMPANY No: T147685	TWELVE MONTH PERIOD ENDING		1	2	3	1	2	0	1	9
			M	M	D	D	Y	Y	Y	Y
NAME OF PARENT COMPANY: Zivaro Inc	ADDRESS (NUMBER AND STREET): 990 S. Broadway Suite 300									
CITY: Denver	COUNTY: Denver			STATE: CO			ZIP CODE: 80209			
NAME OF COMPANY CONTACT: Laura Brooks	TELEPHONE FOR CONTACT: 7208367380				EMAIL: humancapital@zivaro.com					

NAME OF HIRING LOCATION:	ADDRESS (NUMBER AND STREET):									
CITY:	COUNTY:			STATE:			ZIP CODE:			

NAICS:	4	2	3	4	3	0	DUNS:	0	5	-	5	3	4	-	2	6	0	9	EMPLOYER ID (IRS TAX No.)	8	4	-	1	4	8	2	8	9	5
---------------	---	---	---	---	---	---	--------------	---	---	---	---	---	---	---	---	---	---	---	----------------------------------	---	---	---	---	---	---	---	---	---	---

INFORMATION ON EMPLOYEES

REPORT THE TOTAL NUMBER OF EMPLOYEES AND NEW HIRES WHO ARE PROTECTED VETERANS, AS DEFINED IN THE INSTRUCTIONS. DATA ON NUMBER OF EMPLOYEES ARE TO BE ENTERED IN COLUMN A AND B, LINES 1.1 THROUGH 9. DATA FOR NEW HIRES ARE ENTERED IN COLUMNS C AND D. LINE 10 IS TOTAL OF EACH COLUMN. ENTRIES IN COLUMNS C AND D, LINES 1.1 THROUGH 9 (GRAY SHADED AREAS) ARE OPTIONAL. ENTER THE MAXIMUM AND MINIMUM NUMBER OF EMPLOYEES.				
JOB CATEGORIES	NUMBER OF EMPLOYEES		NEW HIRES (PREVIOUS 12 MONTHS)	
	PROTECTED VETERANS (A)	TOTAL EMPLOYEES (B)	PROTECTED VETERANS (C)	TOTAL NEW HIRES (D)
EXECUTIVE/SENIOR LEVEL OFFICIALS AND MANAGERS 1.1	5	18	1	2
FIRST/MID LEVEL OFFICIALS AND MANAGERS 1.2	1	11	1	3
PROFESSIONALS 2	23	75	11	33
TECHNICIANS 3	0	0	0	0
SALES WORKERS 4	5	34	1	4
ADMINISTRATIVE SUPPORT WORKERS 5	0	10	0	7
CRAFT WORKERS 6	2	6	0	0
OPERATIVES 7	0	0	0	0
LABORERS/HELPERS 8	0	0	0	0
SERVICE WORKERS 9	0	0	0	0
TOTAL EMPLOYEES 10	36	154	14	49

Report the total maximum and minimum number of permanent employees during the period covered by this report.

Maximum Number	Minimum Number
154	104