

REQUEST FOR PROPOSAL FOR IaaS AND PaaS CLOUD SOLUTIONS

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1110



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| Publication date | 01/29/2021 |
| Product or service | IaaS and PaaS Cloud Solutions |
| RFP # | R10-1111 |
| Proposal due date | 03/04/2021 |
| Proposal submittal location | https://region10.bonfirehub.com/portal/?tab=login |
| Principle contract officer | Mr Clint Pechacek Purchasing Consultant |
| Public opening location | Region 10 ESC 400 East Spring Valley Rd Richardson, TX 75081 |

Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals for the procurement of IaaS and PaaS Cloud Solutions. Responses will be accepted until Thursday, March 4th at 2:00 PM. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at clint.pechacek@region10.org by 4:00 pm on March 3rd, 2021 to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2 pm Central Time on March 4th, 2021 after all submissions have been received.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. Region 10 reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single national supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.

MASTER AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Master Agreement for IaaS and PaaS Cloud Solutions for use by public agencies supported under this contract. Region 10 ESC, as the Lead Agency, as defined in Attachment A, has come together with the Equalis Group to make the resultant contract (also known as the “Master Agreement”) from this Request for Proposal available to other public agencies not only locally, but also nationally, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization (“Public Agencies”), for the public benefit through the Equalis Group’s cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement.

Access to the Master Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group’s cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor (“Supplier”) that promotes the successful vendors’ products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to multiple 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 Equalis Group documents (Attachment A).

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

- ☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.


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

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

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

02/23/2021

Date



VP of Finance and Operations

Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 10 Education Service Center

Region 10 Education Service Center ("Region 10 ESC" herein "Lead Agency") on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agencies") solicits proposals from qualified Respondents to enter into a Vendor Contract ("contract") for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

II. What is the role of Equalis Group

Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the participating member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

III. Purpose of Region 10 ESC

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

IV. Customer Service

1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

Products and Services Covered:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of IaaS and PaaS Cloud Solutions. Respondents may elect to limit their proposals to a single product or service line within any category, however, respondents are encouraged to propose their complete catalog, products and services where available, including but not limited to the following:

Core Products and Services being requested:

- Public Cloud Providers - Ability to provision services and support from the top Public Services Providers (CSPs)
- Private Cloud Infrastructure - Ability to offer private cloud infrastructure (hardware, licenses, support, and maintenance) and architect/build private cloud environments.
- Cloud Application Development - Ability to modernize/migrate legacy application as well as develop/deploy new applications on public and/or private clouds

Additional products, services and solutions include:

- Consultation and strategy development –consultation and assistance in the development of a Cloud Solution.
- Migration Services – secure virtual or physical server migration, databases, enterprise applications, and any other product or service that might require migration services for the deployment of a cloud infrastructure solution.
- Managed Cloud Services - Ability to develop, integrate, optimize and support solutions running on public and/or private clouds
- Backup and Recovery Services – deployment and management of a backup and data recovery service.
- Virtual desktop solutions.
- Data and analytic solutions.
- Security for infrastructure, applications, API's and other cloud-based security solutions.
- All other solutions related to the function and support of cloud infrastructure and platform solutions.

Industry Standards:

Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the industry, as they are generally understood and accepted across the nation, such as ISO/IEC 27018.

Value add / Other services:

In addition, Region 10 ESC requests any value-add commodity or service that could be provided under this contract.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means Region 10 in its capacity as the government entity advertising, soliciting, evaluating and awarding the contract.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Respondent: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Equalis Group or Region 10 ESC.

D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS

SUBMISSION FORMAT AND COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

- I. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

Sealed responses may be submitted on any or all items, unless stated otherwise. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the participants in Region 10 ESC and to waive any informality in the proposal process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all proposals if it is advantageous to the school district.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix F, Doc #17).

- II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested. Responses should be consolidated into one PDF file for the RFP response, one PDF file for the Attachment A (Equalis Group Exhibits) response and one Excel file for the Attachment B (pricing) response.
- III. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

IV. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted in the Bonfire procurement application. All questions and answers will be posted to [the Bonfire procurement application](#). Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

V. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;

Communications between any director and any member of a selection or evaluation committee; and

Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

1. Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
2. Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives.

Communication with any employee of Equalis Group

VI. **Addenda:** if required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

VII. Calendar of events (subject to change):

| <u>Event</u> | <u>Date:</u> |
|--------------------------------|--------------|
| Issue RFP | 01/29/2021 |
| Deadline for questions | 02/22/2021 |
| Issue Addendum/a (if required) | 02/23/2021 |
| Proposal Due Date | 03/04/2021 |
| Approval from Region 10 ESC | 04/21/2021 |
| Contract Effective Date | 05/01/2021 |

CONDITIONS OF SUBMITTING PROPOSALS

VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

IX. **Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

X. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.

XI. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

XII. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses

proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

- XIII. **Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

- XIV. **Samples:** Upon request, samples shall be furnished to Region 10 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the proposal Respondent certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Submissions may be rejected for failing to submit samples as requested.

- XV. **Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.

- XVI. **Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.

- XVII. **Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.

- XVIII. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.

- XIX. **Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over \$75 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support

of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

XX. **Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.

XXI. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

XXII. **Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

XXIII. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Products/Pricing & Services Provided (40 Points)

1. All product and services available
2. Pricing for all available products and services
3. Ability of Customers to verify that they received contract pricing
4. Payment methods
5. Other factors relevant to this section as submitted by the Respondent

Performance Capability (30 Points)

1. Ability to provide products and services nationally
2. Response to emergency requests
3. History of meeting the products and services timelines
4. Ability to meet service needs of members
5. Customer service/problem resolution
6. Invoicing process
7. Contract implementation/Customer transition
8. Financial condition of vendor
9. Cloud Solutions ease of use, availability, and capabilities
10. Security measures and policies
11. Instructional materials
12. Other factors relevant to this section as submitted by the Respondent

Qualification and Experience (20 Points)

1. Respondent reputation in the marketplace
2. Reputation of products and services in the marketplace

3. Past relationship with Region 10 ESC and/or Region 10 ESC members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 3 customer references relating to the products and services within this RFP
10. Certifications in the Industry
11. Company profile and capabilities
12. Other factors relevant to this section as submitted by the Respondent

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the Respondent

XXIV. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXV. Evaluation: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

XXVI. Past Performance: A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

XXVII. Taxes (State of AZ Respondents only): All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest proposal or evaluating proposals, except when a responsive Respondent which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Respondents in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

PROTEST OF NON-AWARD

XXVIII. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with *Mr. Clint Pechacek at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081*. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

NON-COLLUSION, EMPLOYMENT AND SERVICES

XXIX. By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:

6. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
7. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

LIMITATION OF LIABILITY

XXX. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

Appendix A: QUESTIONNAIRE

COMPANY PROFILE

1. Please provide your company's official registered name, Dun & Bradstreet (D&B) number, and primary corporate office location. Duns# 005987431

Crayon Software Experts, LLC, 12221 Merit Drive, Suite 800, Dallas, TX 75251

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

Crayon Software Experts LLC is the global leader in software asset management (SAM), cloud and volume licensing and associated consulting services and are trusted advisors to many of the globe's leading organizations. Crayon Software Experts LLC is authorized as an LSP for SLG. We currently manage about 75-80 State of CA EA enrollments and some in other states as well.

3. Who is your competition in the marketplace?

Our competition in the marketplace is Dell, Zones, Inc., CDW, SoftwareOne, and SHI

4. What are your overall annual sales for last three (3) years?

2018: \$70.9M 2019: \$202M 2020: \$303M

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

2018: \$28M 2019: \$96M 2020: \$139M

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

Crayon Software is a vendor agnostic software and services vendor that has been in the public sector space for the past 19 years. Our ability to deliver Microsoft Software and Cloud directly to the customer through our T1 CSP designation as well as our custom IP application Cloud-IQ to deliver in a self-managed way differentiates us within the Software Asset Management space. Because of this we were recognized in the Gartner Magic Quadrant for SAM providers. We were also recognized as the MSFT AI/ML 2019 Partner of the Year, an MSFT National Gold Partner and recently named an AWS Advanced Consultant.

7. Please provide your company's environmental policy and/or sustainability initiative.

We do not have a formal written policy. We do discourage environmental waste by limiting # of printers and using recycle bins

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

☒ Yes
☐ No

We do have a diversity program and a partner we work through, but there is not formal structure currently that we would be able to provide.

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

☐ Yes
☒ No

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

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

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

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

- a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

☐ Yes ☒ No

List certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE ☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB ☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone ☐ Yes ☒ No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: _____

PRICING/PRODUCTS/SERVICES OFFERED:

10. Please outline your products and services being offered. Specify the service model (IaaS or PaaS) and deployment model (Private, community, public or hybrid) as applicable and include any other relevant information necessary based on the scope provided herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering. We help deploy IaaS or PaaS models. We are not an outright IaaS/PaaS provider. Our SaaS products are leveraged to offer licenses through CloudIQ and an LMS system through EmpowerIQ. Our deployment model is always hybrid if migrating over to the public cloud.
11. Provide a copy or link to any service level agreement with the cloud service provider(s) you are offering in this response.

Refer to MSFT distributor document for CSP program

12. Please provide any security assessments, including the CSA Star Registry and any other assessments or protocols you have in place.

GDPR Compliant

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

Yes

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

☒ Yes

☐ No

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

15. Does pricing submitted include the required administrative fee?

☒ Yes

☐ No

16. Define your invoicing process and standard terms of payment.

Invoicing sent via email

Payment Terms is Net 30

PERFORMANCE CAPABILITIES:

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

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

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

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

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

18. List the number and location of offices, or service centers for all states being proposed in solicitation.
1 US Location: 12221 Merit Drive, Suite 800, Dallas, TX 75251

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

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

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

Please reference attached Crayon Software Experts Cloud iQ Direct flyer.

21. Describe areas where downtime may occur with services provided, historical averages of that downtime, and how downtime issues are resolved.

Please reference attached Data Protection Audit policy as well as the Cloud-IQ and Support Plan policy

22. Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).

Crayon Software provides 24x7 Technical Support:
Secondary Professional support hubs running a fully-manned service desk with Tier 1 and Tier 2 level support agents
100% tracking and reporting with high-end ticketing service desk tools
Multiple support channels for partners (phone, email, web portal)
Time bound and top level response time SLA

23. Describe any training or other support resources you provide to support end users in better understanding how to utilize your products and services?
Crayon Software Experts offers basic onboarding services for our Cloud iQ software platform. Basic software support for Microsoft as well as paid engagements and consulting for advanced offerings.
24. Outline any implementation or other resources you provide in helping to configure your solutions, whether during the initial startup, or ongoing as part of the overall maintenance.
Crayon Software Experts provide initial onboarding services as well as a self-help portal and provide paid advanced engagements.
25. Describe your company's ability to secure private data within your solution and your company's policies concerning potential data breaches, security threats, and your company's plan to keep your security measures and encryption up-to-date with industry advances.
Please see attached Data Protection Audit policy as well as the Cloud-IQ and Support Plan policy
26. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.
Crayon Cloud iQ can report monthly sales through our integrated Power BI dashboards and detailed monthly invoices per tenant basis/per license basis.
27. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
Crayon CloudiQ can report monthly sales through our integrated Power BI dashboards. The consumption is reported on a Monthly basis with detailed invoices. Reports can be pulled from directly from the tool as well (updated monthly).

QUALIFICATION AND EXPERIENCE:

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

*See attached resumes for the persons listed below for the following areas.

Executive Contact

Contact Person: Ken Pharr

Title: VP of Finance and Operations

Company: Crayon Software Experts, LLC

Address: 12221 Merit Dr, Suite 800,

City: Dallas State: Texas Zip: 75251

Phone: 469-329-0290 Fax: _____

Email: ken.pharr@crayon.com

Account Manager / Sales Lead

Contact Person: Ross Connelly

Title: Public Sector CEM

Company: Crayon Software Experts, LLC

Address: 12221 Merit Dr, Suite 800

City: Dallas State: Texas Zip: 75251

Phone: 469-329-0290 Fax: _____

Email: ross.connelly@crayon.com

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: Leslie Strickland

Title: Accounting Manager

Company: Crayon Software Experts, LLC

Address: 12221 Merit Dr, Suite 800

City: Dallas State: Texas Zip: 75251

Phone: 469-329-0290 Fax: _____

Email: finance.us@crayon.com

Marketing

Contact Person: Bethany Grubb

Title: Sr Marketing Manager

Company: Crayon Software Experts, LLC

Address: 12221 Merit Dr, Suite 800

City: Dallas State: Texas Zip: 75251

Phone: _____ Fax: _____

Email: Bethany.Grubb@crayon.com

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

Entity Name ***See Crayon Software Experts Customer Reference attachment**
Contact Name and Title
City and State
Phone Number
Years Serviced
Description of Services
Annual Volume

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

| Cooperative/GPO Name | Contract Number | Expiration Date |
|----------------------|---------------------------|---------------------|
| PEPPM | 528899-101 and 528897-156 | 12/31/21 (for both) |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

Entering Year 1 with no known implementation issues. Our implementation contact is Greg Villamarin. Email: GregV@synnex.com

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

33. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization. None

34. Felony Conviction Notice – Please check applicable box:

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

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

VALUE ADD:

35. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:

- A co-branded press release within first 30 days Contingent upon customer approval agreed upon efforts needed.
- Announcement of award through any applicable social media sites Contingent upon customer approval agreed upon efforts needed.
- Direct mail campaigns Contingent upon customer approval agreed upon efforts needed.

- d. Co-branded collateral pieces: Contingent upon customer approval agreed upon efforts needed.
 - e. Advertisement of contract in regional or national publications Contingent upon customer approval agreed upon efforts needed
 - f. Participation in trade shows Dedicated sales rep will attend trade shows on Crayon Software's behalf
 - g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
 - i. Equalis Group and Region 10 ESC Logo
 - ii. Link to Equalis Group and Region 10 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

*Defer to Equalis Group website, Crayon Software will provide any documentation of collateral need.
 - h. Announcement within your firm, including training of the agreement with your national sales force. Leverage internal learning management system with training for the agreement.
 - i. Marketing the agreement to new and existing government customers
Contingent upon customer approval agreed upon efforts needed.
36. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
Yes, Crayon Software agrees.
37. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement. Marketing spend to be determined based on agreed upon efforts needed.
- \$_____ in year one
- \$_____ in year two
- \$_____ in year three
38. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.
To be determined pending internal alignment after bid award

Appendix B: PRICING

Attachment B

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

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

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

Products/Services Price List

- Please provide all individual product/service pricing here.
- All relevant columns in this worksheet should be completed. Incomplete fields or columns may be deemed unresponsive at the sole discretion of Region 10 ESC.

Other Pricing & Discounts

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

Not to Exceed Pricing

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

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

Other Discounts or Enhanced Pricing

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

Other Restrictions and Fees

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

Appendix C: CERTIFICATES

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

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

Appendix D: VALUE ADD

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

Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of IaaS and PaaS Cloud Solutions ("the products and services").

RECITALS

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

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

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

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

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

ARTICLE 1- GENERAL TERMS AND CONDITIONS

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

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

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

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

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- ❖ **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- ❖ **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

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

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

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

ARTICLE 4- FORMATION OF CONTRACT

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

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

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

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

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

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

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

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

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

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

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

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

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

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

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

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

ARTICLE 6- LICENSES

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

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

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

ARTICLE 7- DELIVERY PROVISIONS

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

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

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

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

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

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

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

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

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

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

| | |
|--|-------------------------------|
| | Admin Fee % *required |
| | Admin Fee \$ *required |

ARTICLE 9- PRICING

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

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

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

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

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

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

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

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

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

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

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

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

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

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

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

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

ARTICLE 12- SITE REQUIREMENTS

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

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

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

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

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

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

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

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

ARTICLE 13- MISCELENOUS

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

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

13.2 Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

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

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

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

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

13.5 Marketing: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

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

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

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

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

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

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

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

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

13.10 Venue: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

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

CONTRACT SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Company name Crayon Software Experts LLC
Address 12221 Merit Dr #800
City/State/Zip Dallas, TX 75251-3105
Telephone No. 469-329-0290
Fax No. _____
Email address sled.us@crayon.com
Printed name Ken Pharr
Position with company VP of Finance and Operations
Authorized signature 

Term of contract _____ to _____

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

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____

CONTRACT SIGNATURE FORM

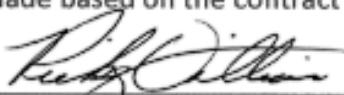
The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to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

Prices are guaranteed: **120 days**

| | |
|-----------------------|--|
| Company name | Crayon Software Experts LLC |
| Address | 12221 Merit Dr #800 |
| City/State/Zip | Dallas, TX 75251-3105 |
| Telephone No. | 469-329-0290 |
| Fax No. | |
| Email address | sled.us@crayon.com |
| Printed name | Ken Pharr |
| Position with company | VP of Finance and Operations |
| Authorized signature |  |

Term of contract May 1, 2021 to April 30, 2024

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


Region 10 ESC Authorized Agent

5/4/21
Date

Rickey Williams
Print Name

Equalis Group Contract Number R10-1111B

Appendix F: ADDITIONAL REQUIRED DOCUMENTS

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

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

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

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #17 General Terms & Conditions and Acceptance Form

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

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

DOC #1 CLEAN AIR AND WATER ACT

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

Potential Vendor: Crayon Software Experts LLC

Title of Authorized Representative: VP of Finance and Operations

Mailing Address: 12221 Merit Dr #800, Dallas, TX 75251

Signature: 

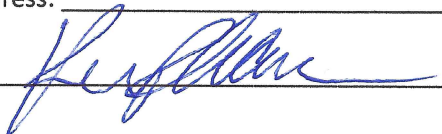
DOC #2 DEBARMENT NOTICE

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

Potential Vendor: Crayon Software Experts LLC

Title of Authorized Representative: VP of Finance and Operations

Mailing Address: 12221 Merit Dr #800, Dallas, TX 75251

Signature: 

DOC #3 LOBBYING CERTIFICATION

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

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

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


Signature of Respondent

02/23/2021

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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

Business Operations in Sudan, Iran

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



Signature of Respondent

02/23/2021

Date

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

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Crayon Software Experts LLC

ADDRESS 12221 Merit Dr #800, Dallas, TX 75251

PHONE 469-329-0290

FAX _____

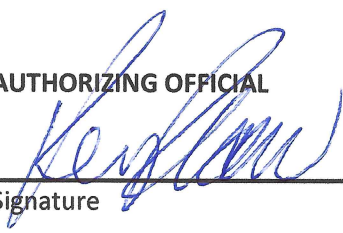
RESPONDANT


Signature

Ross Connelly
Printed Name

Channel Engagement Manager
Position with Company

AUTHORIZING OFFICIAL


Signature

Ken Pharr
Printed Name

VP of Finance and Operations
Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

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

DOC #8 TERRORIST STATE CERTIFICATION

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

DOC #9 RESIDENT CERTIFICATION:

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

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

Texas or Non-Texas Resident

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

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

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

| | | |
|--------------|---------|-----|
| _____ | | |
| Company Name | Address | |
| _____ | | |
| City | State | Zip |

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? 
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

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

Does vendor agree? 
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

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

Does vendor agree? 

(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

Does vendor agree? 

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

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

Does vendor agree? 

(Initials of Authorized Representative)

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

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

Vendor agrees to comply with the above requirements when applicable.

(Initials of Authorized Representative)

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

(Initials of Authorized Representative)

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

(Initials of Authorized Representative)

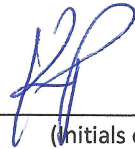
Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting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

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree?

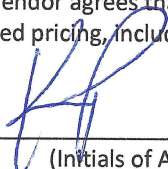


(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

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

Does vendor agree?

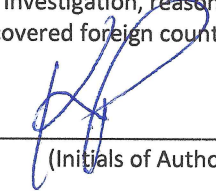


(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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 from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 are also prohibited.

Does vendor agree?

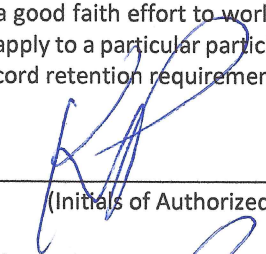


(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

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

Does vendor agree?

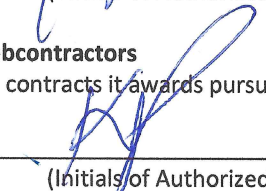


(Initials of Authorized Representative)

14. Applicability to Subcontractors

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

Does vendor agree?



(Initials of Authorized Representative)

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

Crayon Software Experts LLC

Company Name

Signature of Authorized Company Official

Ken Pharr

Printed Name

VP of Finance and Operations

Title

02/23/2021

Date

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

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

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

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

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

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

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

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

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


Signature of Respondent

02/23/2021

Date

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

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

Company Name: Crayon Software Experts LLC
Street: 12221 Merit Dr #800
City, State, Zip Code: Dallas, TX 75251-3105

Complete as appropriate:

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

OR:

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

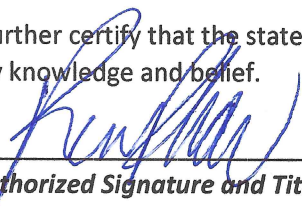
OR:

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

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

| Name | Address | Interest |
|--------------------------------------|---------------------------------------|----------|
| Crayon Software Experts Holdings LLC | 12221 Merit Dr #800, Dallas, TX 75251 | 76.69 |
| | | |
| | | |
| | | |

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



Authorized Signature and Title

02/23/2021

Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: Crayon Software Experts LLC

Street: 12221 Merit Dr #800

City, State, Zip Code: Dallas, TX 75251-3105

State of ~~New Jersey~~ SM *Texas

County of Dallas

I, Ken Pharr of the Dallas TX
Name City

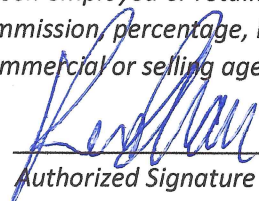
in the County of Dallas, State of Texas of full
age, being duly sworn according to law on my oath depose and say that:

I am the VP of Finance and Operations of the firm of Crayon Software Experts LLC
Title Company Name

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

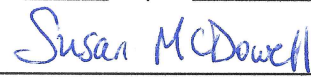
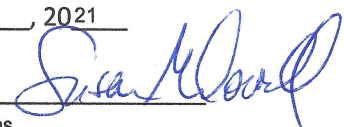
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

Crayon Software Experts LLC
Company Name

 VP of Finance and Operations
Authorized Signature & Title

Subscribed and sworn before me

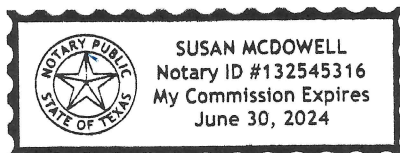
this 23rd day of February, 2021

Notary Public of ~~New Jersey~~ SM *Texas

My commission expires June 30, 2024

SEAL



Company Name: Crayon Software Experts LLCStreet: 12221 Merit Dr #800City, State, Zip Code: Dallas, TX 75251-3105**Bid Proposal Certification:**

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education

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

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



Authorized Signature and Title

02/23/2021

Date**P.L. 1995, c. 127 (N.J.A.C. 17:27)****MANDATORY AFFIRMATIVE ACTION LANGUAGE****PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

A handwritten signature in black ink, appearing to be 'VJ' or similar, located above a horizontal line.

Signature of Procurement Agent

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

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 https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

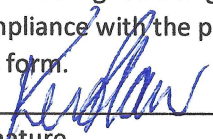
Required Pursuant To N.J.S.A. 19:44A-20.26

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

Part I – Vendor Information

| | | | |
|--------------|-----------------------------|--------|-------|
| Vendor Name: | Crayon Software Experts LLC | | |
| Address: | 12221 Merit Dr #800 | | |
| City: | Dallas | State: | TX |
| | | Zip: | 75251 |

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

Ken Pharr
Printed Name

VP of Finance and Operations
Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
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☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC#16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Crayon Software Experts LLC

☐ 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

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Corporation

☐ Limited Partnership

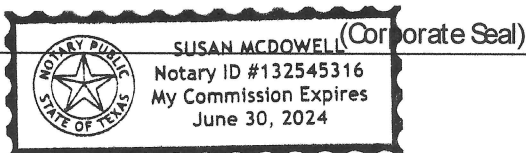
☒ Limited Liability Corporation

☐ Subchapter S Corporation

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

Stockholders:

| | |
|--|---|
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Subscribed and sworn before me this <u>23rd</u> day of <u>February</u> , 2021. | |
| (Notary Public) <u>Susan McDowell</u> | <u>Ken Pharr</u> (Affiant) |
| My Commission expires: | <u>Ken Pharr, VP of Finance and Operations</u> (Print name & title of affiant) |



DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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

ATTACHMENTS

ATTACHMENT A: Equalis Group Exhibits

ATTACHMENT B: Pricing

ATTACHMENT C: State Notice

EXPERIENCE

Crayon Software Experts LLC, A Crayon Group company

February 2018 - Present

Manager, Accounting

Oversee a team of 4 responsible for activities related to all aspects of Accounting. Assist in HR related duties.

- **Financial Reporting:** Lead the monthly, quarterly and annual financial statement close process over Corporate Accounting; prepare supporting schedules for various reporting and disclosure packages
- **Technical Accounting:** Implementation of new accounting standards; advise management on accounting implications of operational decisions; provide information related to various accounting policy memos.
- **Financial Statement Audits:** Collaborate with external auditors for Annual Audit.
- **Cash Management:** Manage cash clearing transactions daily; investigate variances between bank and general ledger; development of cash management procedure documentation.
- **Corporate Accounting:** Responsible for the proper accounting and controls over leases, cash, administrative and operational expenses; preparation and review of all reconciliations; review and approval of monthly journal entries.
- **M&A:** Supported the company in supporting documents and preparation of documents in research of potential M&A activities as needed.
- **Accounts Payable/ Unclaimed Property:** Provide financial approvals for payment requests across the organization; assisted accounts payable group with research and vendor analysis; researched unclaimed property items for reporting to the Unclaimed Property group during reporting periods.
- **Ad hoc reporting:** Provide guidance on accounting treatment for purchase requisitions and purchase orders; research variances; preparation of reports for various groups as needed.
- **HR** – Prepare offer letters, preparation of new employee onboarding activities, managed Database for employee information, insure annual reviews are completed & manage campaign, submit information for Employee changes, process of payroll reporting

XO COMMUNICATIONS, A Verizon Company

July 2002 - October 2017

Telecommunication Company with \$1.5B in revenue that operates one of the largest IP and Ethernet networks for private data networking, cloud connectivity, unified communications and voice, internet access, and managed services.

Accountant II – Accountant, Lead – Accountant, Senior – Manager, Corporate Accounting

Oversee a team of 3 responsible for activities related to the Corporate Accounting team, Lease Accounting, Expense accounting for Operations Teams and IT organizations.

- **Financial Reporting:** Lead the monthly, quarterly and annual financial statement close process over Corporate Accounting; prepare supporting schedules for various reporting and disclosure packages; accelerated the monthly closing calendar by 2 business days.
- **Technical Accounting:** Implementation of new accounting standards; advise management on accounting implications of operational decisions; provide information related to various accounting policy memos.
- **Financial Statement Audits:** Collaborate with external auditors to ensure financial statement audits are completed timely; provide support for international and statutory audits.

Leslie Strickland

2208 Bassett Dr, Arlington TX 76018
(817) 805-2256 | Strickland.Leslie.J@gmail.com

- **Internal Audit:** Establish and maintain controls over all key processes in Corporate Accounting; develop and assist in implementation of corrective actions.
- **Cash Management:** Manage cash clearing transactions daily; investigate variances between bank and general ledger; development of cash management procedure documentation.
- **Corporate Accounting:** Responsible for the proper accounting and controls over leases, cash, administrative and operational expenses; preparation and review of over 80 monthly reconciliation; review and approval of approximately 100 monthly journal entries.
- **Purchase Accounting:** Supported the accounting efforts in the sale of the Company; performed purchase price valuations and working capital calculations; led the Company's efforts in the integration of leases, cash, and operational expenses; provided guidance on the testing and implementation of system and operational processes that accelerated monthly close to business day 1; supported post-close audit.
- **Lease Accounting:** Oversee the Company's lease accounting, which includes operating and capital leases, Asset Retirement Obligations (ARO), Underutilized and sublease accounting, and deferred rent calculations; collaborated with the real estate team in implementation of the lease database; advise operational teams on the cash flow and financial statement impacts on any new leases or amendments; lead the Company's quarterly review meetings on leases; changed the company's accounting for sublease and underutilized properties accounting to be in line with the accounting guidance; played a key role in changing the Company's policy on ARO, which had a positive impact to net income.
- **Accounts Payable/ Unclaimed Property:** Provide financial approvals for payment requests across the organization; assisted accounts payable group with research and vendor analysis; researched unclaimed property items for reporting to the Unclaimed Property group during reporting periods; provide support to the Tax department with questions for state reporting; research liability account for variances between state reports and escheated items.
- **Ad hoc reporting:** Provide guidance on accounting treatment for purchase requisitions and purchase orders; research variances; preparation of reports for various groups as needed.

AMERICAN RELIABLE INSURANCE COMPANY, *Scottsdale, AZ* 2001

May 1999-October

Insurance company offering specialty personal lines and agriculture coverage.

Accountant II

Enhanced the monthly, quarterly, and annual journal entries process; improved the accuracy of account reconciliations; led the efforts to bring the company current with Unclaimed Property reporting.

- **Corporate Accounting:** Responsible for the preparation of monthly general ledger reconciliations; coordinated the accounting department monthly close activity calendar; prepare monthly journal entries; responsible for monthly account analysis reports for various groups.
- **Accounts Payable:** Prepared annual 1099 documents for commissioned based agents & other consultants; assisted with accounts payable reconciliations and reporting.
- **Unclaimed Property:** Responsible for gathering initial data to be reported as unclaimed property; analyzed all unclaimed property data gathered for accuracy; sent out due diligence letters to property owners; updated database with information received back; preparation of annual unclaimed property state filings and filed with the individual states by the appropriate state deadlines; responsibilities also included communication with various internal contacts, external customers and State organizations.
- **System integration:** Responsible for researching new unclaimed property system and implementing new processes; updated procedure documentation for training purposes.

Leslie Strickland

2208 Bassett Dr, Arlington TX 76018
(817) 805-2256 | Strickland.Leslie.J@gmail.com

REPUBLIC WESTERN INSURANCE COMPANY, *Phoenix AZ* 1999

June 1998 – May

A property and casualty company offering specialty insurance for personal, commercial and reinsurance markets.
Subsidiary of AMERCO.

Accountant

Led efforts to ensure accurate accounting for customer accounts and general ledger accounts under my responsibility.

- **Accounts Receivable:** Supported Account receivable functions including researching customer accounts; communicated with both internal and external customers; corrected payment applications in the system; preparation of journal entries.
- **Corporate Accounting:** Responsible for the preparation of monthly general ledger reconciliations for various balance sheet accounts; preparation of monthly journal entries.
- **Ad Hoc Reporting:** Research and report preparation as requested from various groups.

EDUCATION/OTHER

ARIZONA STATE UNIVERSITY, *W.P. Carey School of Business*
B.S. in Accountancy,

Tempe, Arizona

AWARDS

EXAMPLE AWARD RECIPIENT, *XO Communications (3 Annual nominations)*
EXTREME BONUS AWARDS, *XO Communications*

2003
Various

SOFTWARE SYSTEM AND APPLICATIONS EXPERIENCE

Microsoft Office Suite: Advanced Excel experience; Proficient in Word; Power Point; and Outlook.
Experience with Access.

Oracle Financial Systems: General Ledger, Cash Management, Accounts Payable, Procurement and Project modules.

Other Software: Oracle Discoverer, Visual Lease; Ryan Tracker, Quick Books; TM1.

Ken Pharr

924 CR 4246 Bonham, TX 75418
(214) 244-6470 | ken.pharr@crayon.com

Experienced Chief Financial Officer with over 25 years of experience working in the information technology and services industry. Skilled in Professional Services, Software as a Service (SaaS), Salesforce.com, Channel Partners, and Account Management. Strong finance professional with a Bachelor of Business Administration (BBA) focused in Accounting from The University of Texas at Arlington.

EXPERIENCE

CRAYON SOFTWARE – NORTH AMERICA

August 2015 - Present

CFO North America

- Started in the company from its initial strides in North America
- Oversee the Finance, Accounting, and Operations departments
- Help establish and ensure operational excellence
- Successfully helped drive revenue from \$0 USD in 2015 to over \$300 Million in 2020

COMPUCOM

November 1997 - Present

CompuCom Systems, Inc. provides end-to-end technology and consulting to create a true digital workplace for enterprise-level businesses.

VP of Software Operations

September 2012 – August 2015

Director of Sales Operations

November 1997 – September 2012

EDUCATION/OTHER

UNIVERSITY OF TEXAS AT ARLINGTON

Bachelor of Business Administration (BBA), Accounting

Arlington, Texas

LICENSES & CERTIFICATIONS

Certified Public Accountant

Texas State Board of Public Accountancy
Credential ID 056268

Contact

rconne11784@gmail.com

www.linkedin.com/in/rossconnelly
(LinkedIn)

Top Skills

Business

Customer Service

Account Management

Languages

Spanish (Elementary)

Ross Connelly

Customer Engagement Manager at Crayon
Dallas

Summary

High performing, quota exceeding professional in hardware & software technology sales. 10+ years experience in data center hardware and subscription SaaS software. Successful individual performer in new name sales and retention as well as managerial experience in retention using solution-based selling, cross-functional collaboration, metrics-based management and recruiting/building/training.

Experience

Crayon

Customer Engagement Manager
March 2020 - Present (1 year 1 month)
Dallas, Texas, United States

ACTIVE Network, LLC

5 years 7 months

Sales Manager - Team Athletics

February 2018 - March 2020 (2 years 2 months)
Dallas, Texas

- Quota Attainment: 2018 - 101%, 2019 - 104%
- Manage a team of five Account Managers across four markets and 8 products, responsible for the retention of \$14M/year and the cross-sale and expansion of products and services
- Created and implemented an end-of-life plan for three legacy products saving \$500K in annual OpEx costs as well as retaining and migrating \$300K in recurring annual revenue to go-forward products
- Responsible for creating strategic vision for Universities vertical, presenting to the Executive team and ensuring the success of the market
- Secured funding and resources from Executive team based on strategic presentation to create an in-app communications platform as well as led the sales go-to-market strategy for a \$1M first year campaign

- Training and mentorship has led to three team members for promotions both within the team and other functions within the company
- Responsible for the selection and implementation of new tools in order to increase retention
- Responsible for the logistics, planning and execution of the annual Jump Forward User Summit conference in Dallas where we would gather insights to share cross-functionally and thank customers for their business

Interim Director - Youth & Education

July 2018 - December 2018 (6 months)

Dallas, Texas

- 103% Quota Attainment for 2H 2018, 8% growth in existing customer base
- Managed a team of 13 Account Managers responsible for \$41M in annual quota across 5 markets and 10 products
- Led the \$38M Youth & Education Market's 2019 Strategic Planning Initiative to Grow 3.2M YoY through new tools, re-organization of accounts, risk identification and increased focus on upsell/cross-sell
- Hired and trained four Account Managers across different markets and products
- Reduced attrition by 5% and created \$40K in revenue by leveraging promoter customers for reference sales by identifying key metrics to create a customer risk score
- Responsible for the P&L of 1/3 of the company's overall business as well as working with Finance and Sales Ops on 2019 quota assignment

Industry Manager - Universities

January 2016 - February 2018 (2 years 2 months)

Dallas, Texas

- Quota Attainment: 2016 - 103%, 2017 - 102%
- Managed a team of two Account Managers across the \$10M University market
- Responsible for 13% growth in the existing customer base in 2017 through training and introducing services relevant to the market
- Responsible for 8% overall growth due to new name acquisitions through referrals, inbound leads and cold calling
- Created call tree and trained the BDR team on key industry terms and titles in order to increase warm leads within the market
- Identified and helped manage the acquisition of Jump Forward to grow the market by 84%
- Created and led the strategic direction of the University market within account management and provided direction cross-functionally

Account Manager

September 2014 - January 2016 (1 year 5 months)

Dallas, Texas

- Quota Attainment, 2015: 106%
- Manage the top 50 University Athletic Camps clients in ACTIVE's Camps product suite
- Responsible for a 95% migration rate from legacy product, best in the Camps segment
- Responsible for 8% growth in 2015 through Upsell/Cross-Sell activities
- Managed cross-functional teams in U.S. and China to redesign website product and retain \$500K in revenue at risk in 2015

Hewlett-Packard

3 years 11 months

Public Sector Partner Business Manager - CDW

August 2013 - September 2014 (1 year 2 months)

Chicago, Illinois

- Produce \$743M+ per year of revenue through the HP EG portfolio through HP's largest reseller
- Create and execute the HP K-12 Market Strategy across the U.S. for CDW
- Increased CDW EG pipeline within the Public Sector vertical by 94% in FY14
- Plan and manage Public Sector sales engagement events and booths for HP and CDW
- Increased HP market share in Public Sector at CDW by \$36M+ in FY14

Inside Sales Representative Public Sector

November 2010 - August 2013 (2 years 10 months)

Conway, Arkansas

- Drive \$12M+ per year of revenue through Enterprise portfolio for new projects in strategic accounts
- Responsible for Market Strategy and Execution across 6 state territory and 25+ resellers
- Created 175 new revenue opportunities worth \$5M by selling solutions
- Recognized as #1 Elite Inside Sales Rep for New England Public Sector Sales
- Assigned to formally mentor new, high potential sales employees
- Lead the sales cycle from prospecting to fulfillment as the lead point of contact
- Delivered quota attainment – FY11: 121%, FY12: 109%, FY13: 101%
- HP certified in Servers, Storage, Networking, Virtualization, and Software

- Orchestrated cross-functional virtual teams to deliver 35% YoY revenue growth
- Created six market specific sales campaigns to best align solutions to client demand
- Achieved the FY13 “Win of the Quarter” across 110 HP US Public Sector Sales reps
- Chosen for HP/Intel/VMware Champion's Club '13 across 435 inside sales reps

Education

University of Arkansas at Little Rock

Master of Business Administration (M.B.A.), Business Administration and Management, General · (2008 - 2010)

University of Central Arkansas

BS, Mass Communications/Writing · (2002 - 2006)

Contact

www.linkedin.com/in/beth-grubb-81165880 (LinkedIn)

Top Skills

Public Speaking
Marketing
Social Media

Certifications

Click Dimensions Marketing Certification
MB-220: Microsoft Dynamics 365 for Marketing

Beth Grubb

Senior Marketing Manager at Crayon
Redmond

Summary

What am I most excited about right now?

1. Crayon is the 2019 Microsoft Artificial Intelligence and Machine Learning Partner of the Year.
2. Cloud governance. Crayon offers strategic advice around optimizing, controlling, and forecasting cloud spend. With Azure-only SCE renewal dates approaching, it's a great time to look at a fluctuating Azure spend and gain control. Crayon also offers cloud governance services with AWS.
3. Microsoft Teams. My personal story: (YouTube video below) <https://youtu.be/qgsLGL58oXY> Message me for a Microsoft 365 trial with a personal trainer; I can show you how your company can transition and adopt teams, customize teams for your line of business, and increase productivity and collaboration in the workplace. #MicrosoftTeams #Productivity #IfYouEmailMeYoureFired <https://www.crayon.com/en-US/news-resources/email/>

Experience

Crayon

3 years 4 months

Senior Marketing Manager

January 2020 - Present (1 year 3 months)

United States

Go-To-Market Campaign Manager

January 2019 - December 2019 (1 year)

Marketing Specialist

December 2017 - January 2019 (1 year 2 months)

Denver, CO

Only Crayon guarantees to optimize Your ROI on complex technology investments. We are the global leader in software asset management (SAM), cloud and volume licensing and associated consulting services. We are trusted advisors to many of the globe's leading organizations. If you are a Partner – an ISV, SI, VAR or want to learn more about our Service Provider Programs, schedule a meeting with a Crayon representative during the event. Crayon is a top 10 global LSP/LAR and a top 3 worldwide SPLA reseller. Through our unique people, tools and systems we help optimize the software estates of our customers within the new hybrid cloud world.

The company has over 1400 teammates, is head quartered in Oslo, Norway with offices around the world.

- ✓ #Microsoft Global No1 CA LSP Winner
- ✓ 2019 Microsoft AI and ML Partner of the Year
- ✓ #Microsoft Global No1 SAM Partner
- ✓ #Top 10 Global LSP/LAR
- ✓ #Top 3 Global SPLA Partner

Many seek to hire good people. Crayon provides the training, support, and empowerment to create the best.

We passionately believe that our continued success depends upon the unique people we have in our team. If helping customers maximize the IT possibilities presented by the new hybrid cloud world excites you and you want to learn more about how your career can develop and transform with Crayon contact me now.

Microsoft

Event Manager

January 2017 - December 2017 (1 year)

Redmond, WA

January-June

Windows, SQL, and Office team Event Manager:

Event Planning for the following events:

DevDays Asia 2017 @ Taipei with Hackathon

Extend Paris 2017

Redmond Interoperability Plugfest 2017

July-December

Business Manager and Event Manager for Procurement Team

Mountain Broadcasting

Account Executive and Digital Director

May 2015 - December 2016 (1 year 8 months)

Missoula

Sales role: Account based marketing including building own list via cold calling and networking events

Digital Director: SEO optimized WordPress site; Social Media Admin

Education

University of Montana

Bachelor of Science - BS, Business Administration: Marketing · (2010 - 2015)

12221 Merit Drive, Ste. 800
Dallas, TX 75251
Telephone: 469-329-0290
www.crayon.com/us

March 4, 2021

Customer References

University of South Dakota System Board of Regents

Linda Van De Rostyne, Purchasing-Management Analyst
306 E Capitol Avenue # 200
Pierre, SD 57501
Phone: 605-658-3633
Years Serviced: June 2019 to current
Microsoft Licensing Master EA Agreement (6 campuses)
Annual Volume: \$538K

WVNET (West Virginia Network) Consortium

Philip Snitz, Business Manager II
837 Chestnut Ridge Road
Morgantown, WV 26505
Phone: 304-293-5192 x258
Years Serviced: July 2019 to current
Microsoft Master EES (19 Community College Campuses)
Annual Volume: \$373K

Union Public Schools (OK)

Todd Borland, Executive Director of Information Technology
8506 E. 61st Street
Tulsa, OK 74134
Phone: 918-357-4321
Years Serviced: May 2019 to current
Microsoft EES Agreement
Annual Volume: \$216K



12/15/2020

To whom it may concern:

I hereby confirm that Crayon AS has satisfied the requirements for demonstrating and validating their technical capabilities in the Microsoft Partner Network program.

Crayon AS (MPNID: 1129016)
Sandakerveien 114a
Oslo, - 0484
Norway

Competencies: Demonstrate technical capabilities in Microsoft products or technologies.

- Gold Messaging (Expires on 11/30/2021)
- Gold DevOps (Expires on 11/30/2021)
- Gold Data Analytics (Expires on 11/30/2021)
- Gold Data Platform (Expires on 11/30/2021)
- Gold Project and Portfolio Management (Expires on 11/30/2021)
- Gold Communications (Expires on 11/30/2021)
- Gold Application Development (Expires on 11/30/2021)
- Gold Collaboration and Content (Expires on 11/30/2021)
- Gold Cloud Platform (Expires on 11/30/2021)
- Gold Datacenter (Expires on 11/30/2021)
- Gold Cloud Productivity (Expires on 11/30/2021)
- Gold Enterprise Resource Planning (Expires on 11/30/2021)



Best Regards,

A handwritten signature in black ink that reads "Dan Truax".

Dan Truax
General Manager, Partner Digital Experiences and Programs

Microsoft Corporation



Channel Partner Authorization Form (Reseller)

| | |
|---|------------|
| Company's SAP Number | 0005224734 |
| Company's PCN Number | A06626AF |
| Company's VAT Number (if applicable) | |

| | |
|--|----------------------|
| Name of Entity Crayon Software Experts LLC | |
| Street Address 8111 LBJ Freeway, Suite 1000 | |
| City Dallas | State/Province TX |
| Country United States | Postal Code 75251 |
| Microsoft Partner Network Number | |

Notices. Notices or requests shall be addressed to the parties as set forth below. A party may change its address for notification purposes by giving written notice of such change to the other party.

| | | |
|---|----------------------|--|
| Name of Entity Crayon Software Experts LLC | | Contact Name Ken Pharr |
| Street Address 8111 LBJ Freeway, Suite 1000 | | Contact E-mail Address Kenneth.Pharr@crayon.com |
| City Dallas | State/Province TX | Phone 479-116-9440 |
| Country United States | Postal Code 75251 | |
| Send notices to Microsoft to: Microsoft Corporation 6100 Neil Road, Suite 210 Reno, Nevada 89511-1137 USA Attn: Channel Agreements | | Send copies to: Microsoft Corporation One Microsoft Way Redmond, WA 98052 USA Attn: CELA - Operations |

Program and Territory Authorization. Microsoft grants Company the non-exclusive right to Licensed Offerings to Customers within the Territory and through the Program identified below.

| Program | Territory |
|---|---------------|
| GGWA for Large Organizations | United States |
| Enterprise Agreements (Indirect) | United States |
| Enrollment for Education Solutions | United States |
| Microsoft Products and Services Agreement | United States |
| Select | United States |
| Select Plus | United States |
| Blank | |
| Blank | |
| Blank | |
| Blank | |
| Enterprise Agreements (Direct) | United States |
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Previous Authorization Form. This Channel Partner Authorization Form replaces and supersedes all prior Authorizations entered into between Company and Microsoft, but only with respect to orders placed under Customer Agreements (as defined in the Agreement) signed on or after the effective date.

Notice of Changes. Microsoft reserves the right to unilaterally modify the terms listed in this Channel Partner Authorization Form from time to time. Microsoft will provide Company no less than one-hundred and eighty (180) days' prior notice before such changes become effective; after such time such changes to this Channel Partner Authorization Form will become effective without further action by the parties. Any modification of this Channel Partner Authorization Form per this provision will have prospective effect only.

Applicable Law; Attorneys' Fees. The choice of jurisdiction, dispute resolution method and venue stated below does not prevent either party from seeking injunctive relief for: (i) violation of intellectual property rights; (ii) breach of confidentiality obligations; or (iii) enforcement or recognition of any award or order in any appropriate jurisdiction. If either party begins litigation in connection with this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

This Agreement is governed by and interpreted in accordance with the laws of the State of Washington and the federal laws of the United States. The parties consent to the exclusive jurisdiction and venue in the courts sitting in King County, Washington. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

| Additional Contract Documents |
|------------------------------------|
| Terms and Conditions for Resellers |
| Addendum Enterprise Direct Advisor |
| Blank |
| |
| |
| |

| Company | Contracting Microsoft Entity |
|---|---|
| Name of Entity Crayon Software Experts LLC | Name Microsoft Corporation One Microsoft Way Redmond, WA 98052 USA |
| Signature <div> DocuSigned by:  A2D50282FBED4B1... </div> | Signature <div> DocuSigned by:  9DE2A1D409B54EA... </div> |
| Name | Name |
| Title | Title |
| Signature Date | Effective Date |

Crayon Cloud-iQ Platform

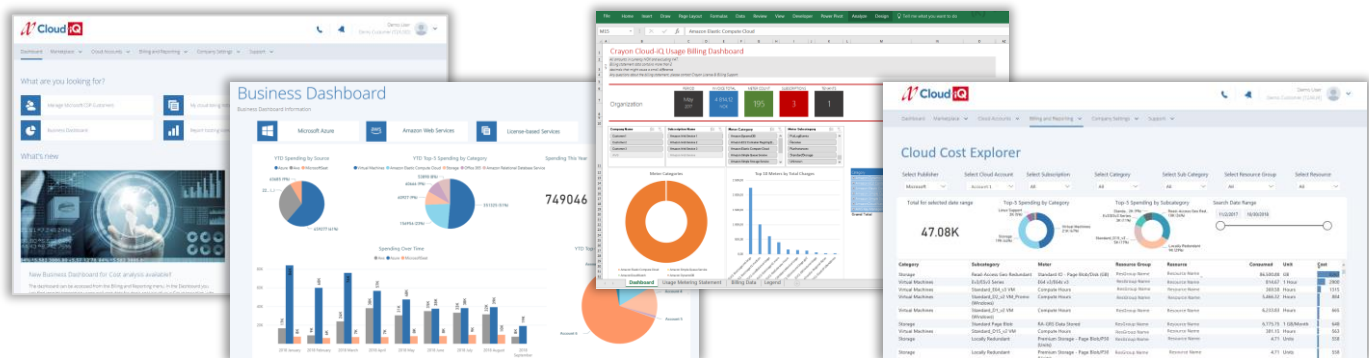
CLOUD CLARITY AT YOUR FINGERTIPS

Manage your cloud products, services, and economics across a single platform!



Optimize cloud investments with Cloud-iQ

Crayon Cloud-iQ is a self-service platform where you can manage Cloud products, services, and economics across multiple vendors through a single pane portal view. Cloud-iQ provides instant access to cloud services, comprehensive live spending reports, and flexibility to adjust services and cost as you go.



What does Cloud-iQ do?












The Cloud-iQ platform is Crayon's Cloud Services self-provisioning platform, offering best-in-class capabilities for managing your cloud services. The portal lets the user order and manage cloud software and resources from multiple vendors such as Microsoft, Amazon, and IBM.

What are the benefits of Cloud-iQ?

- Simplify your order and management processes
- Control your Cloud usage and spending through centralized procurement cross vendors
- Instant provisioning of subscriptions and licenses
- Lower costs by reducing software surplus spending
- Reduce the time you spend on consumption management
- Reduce time spent on administration
- Access to comprehensive BI reports for usage and billing management

Crayon Cloud-iQ Platform

Cloud-iQ Key Features

- | | | | |
|---|---|---|---|
|  | Self-service provisioning of Cloud services and products |  | View live cost reports on Usage-based services |
|  | Adjust and manage subscription plans |  | Easy access to service management |
|  | Instant access to new subscriptions and licenses after provisioning |  | Set thresholds and get spending notifications |
|  | View service catalog and prices |  | Billing Management |
|  | Cost calculated daily for license-based services, and actual usage for consumption-based services |  | Ability to have multiple user accounts, and self-manage your accounts to suit the business need |
|  | Place support requests and order add-on support | | |

Cloud-iQ Developer API

Crayon offers Cloud-iQ APIs that enable customers to connect their portals/systems to Crayon's systems. The APIs help Cloud-iQ users manage subscriptions, get products and prices, obtain usage and billing data, and much more.

Our APIs essentially let customers have access to the same functionality they have when logged in to our Cloud-iQ portal right from within their own internal systems.

Crayon Cloud-iQ takes care of the hazards and makes the complicated simple. You will now have bandwidth to focus on your business, instead of worrying about processes and manual software management.

Make your way, the Crayon way.

Contact your Crayon representative or local office to learn more about Cloud-iQ and Cloud Services available to you.



Data Protection Audit Programme

Crayon Group AS

Crayon Public Data

Objectives of our Data Protection Audit Programme

Personal privacy is very important to Crayon Group. We are committed to safeguarding the personal data of our customers and the data we manage on behalf of our customers. Our commitment to safeguarding privacy and protecting personal data is grounded in *Crayon's Privacy Principles*:

1. Personal data will be **processed lawfully and fairly**.
2. Personal data will be **kept, used, or disclosed only for specific and lawful purposes**.
3. Personal data will be **adequate and relevant, not excessive**.
4. Personal data will be **retained for no longer than is necessary for the purposes for which they were obtained**.
5. Personal data will be **accurate, complete, and up-to-date**.
6. Personal data will be **provided in transcript copy to individuals upon request, in line with our legal commitments**.
7. Personal data will be **kept secure using technical and organisational measures, grounded in privacy by design**.

What is the coverage of our Data Protection Audit?

To ensure our processes and technology facilitate our employees to deliver on *Crayon's Privacy Principles*, we implement a comprehensive programme which covers four audit blocks to assess, e.g.:

- | | |
|---|---|
| 1. Accountability + Governance | <ul style="list-style-type: none">• How robust our mechanism is to ensure our employees complete Information Security and Data Protection training and sign Confidentiality and Privacy Agreements• How robust our mechanism is to ensure group-wide compliance with our Binding Corporate Rules• How effectively we cooperate with joint controllers and supervisory or other official authorities• How effective our Audit Programme is and our DPO is able to execute his/her tasks under the GDPR |
| 2. Lawfulness + Transparency | <ul style="list-style-type: none">• How robust our process is to ensure processing activities are grounded in appropriate lawful bases• How robust our mechanism is to ensure we have lawful consent from data subjects• How effectively we provide data subjects with information on us and our processing activities• How efficient our modalities are for data subjects to exercise their rights |
| 3. Security + Safeguards | <ul style="list-style-type: none">• How effective our framework is to secure personal data with technical and organisational measures• How effective we are at applying the principles of data protection by design and by default• How efficient and effective our response plan is for resolving a personal data breach• How robust our mechanism is to safeguard transfers to third countries or international organisations |
| 4. Verification + Assurances | <ul style="list-style-type: none">• How robust our mechanism is to ensure we maintain complete and accurate processing records• How effective we are in conducting Data Processing Impact Assessments (DPIAs)• How robust our mechanism is to ensure relationships with customers, partners and suppliers are governed by the required and appropriate legally binding contracts• How effective our mechanism is to ensure we issue processors with adequate processing instructions and these processors implement the appropriate security measures to protect personal data• How effective our mechanism is to ensure we reliably implement the processing instructions of our controllers and obtain authorisation from these controllers before engaging another processor |

Methodology and Implementation Process

Which entity conducts our audit?

This Audit Programme is executed by an internal team that is led by our Data Protection Officer (DPO) and includes members of our Information Security + Data Protection (ISDP) Network based in our subsidiaries. In addition, it is the duty of our DPO and, where necessary, the members of our ISDP Network to facilitate:

- Supervisory Authorities in carrying out an audit of any member of our Binding Corporate Rules
- Controllers in carrying out an audit when we are processing personal data on their behalf
- Inspection bodies selected by a controller (where applicable, in agreement with Supervisory Authorities) in carrying out an audit when we are processing personal data on behalf of the controller, the inspection body is composed of independent members, in possession of the required professional qualifications, and bound by a duty of confidentiality

How regularly do we conduct our audits?

Our annual Data Protection Audit Programme consists of four blocks that each run for three months:

1. **Accountability + Governance** (see: p.4)
2. **Lawfulness + Transparency** (see: p.9)
3. **Security + Safeguards** (see: p.15)
4. **Verification + Assurance** (see: p.18)

How do we decide on the audit plan?

Following consultations with our impacted business units and senior management, our DPO decides a plan for each audit block. This Data Protection Audit Programme is a fundamental pillar in Crayon's *Anticipatory ISDP Strategy*. Accordingly, individual tasks to be carried out in each audit block are selected based on:

- **operational high-risk areas** identified in a pre-audit workshop that is conducted with team members from impacted units across the organisation (e.g. IT, Human Resources, and Service Management); and,
- **anticipated future risk areas** identified in a pre-audit workshop that is conducted with team members from the Business Development unit. This ensures new processing systems and technologies to facilitate future business services are audited as an additional measure under the principles of privacy by design.

Which entities receive the results of our audits?

After our audit results have been discussed in debriefing workshops with impacted business units, they are provided to Crayon's senior management to agree on priorities for corrective actions and the allocation of resources to implement actions in the most efficient and effective manner. Our DPO is also responsible for ensuring Supervisory Authorities and Controller have ready access to our audit results upon request.

How do we implement corrective actions?

We take a result-oriented, coordinated approach to implement corrective actions for identified risks/errors. We hold debriefing workshops with impacted business units to assess multiple implementation options for each error/risk. This enables senior management to make informed decisions when investing in corrective actions that secure an effective and sustainable solution. Having collaborated with impacted business units during the assessment phase, these units can then be rapidly activated to take coordinated actions.

If you have any questions related to this Audit Programme, please contact: dpo@crayon.com

1. Accountability + Governance

1.1. How effectively have we internalised the principles of personal data processing?

Tasks to demonstrate we effectively apply the principles of lawfulness, transparency and fairness:

- Asses how the principles of lawfulness, fairness and transparency are applied in our Information Security and Data Protection Policies.
- Asses how the principles of lawfulness, fairness and transparency are applied in our Procedures and Guidelines for protecting personal data and safeguarding the rights of data subjects.
- Verify whether the principles of lawfulness, fairness and transparency are applied in the completion of Personal Data Processing Agreement.
- Asses how effectively the principles of lawfulness, fairness and transparency are applied in the consent mechanisms we use to collect personal data.

Evidence Sources: Examples of completed Annexes for signed Personal Data Processing Agreements; Data Protection Policies (e.g. HR Privacy, IT Use and Data Processing and Data Retention Policy); Data Protection Procedures (e.g. for Subject Access Requests and Data Breach Management); Examples Processing Guidelines for external and internal services; Examples of Online Privacy Notices; and/or, Examples of Consent Forms (e.g. used for Direct Marketing purposes)

Related GDPR References: Articles 5; Recital 39

Tasks to demonstrate we effectively apply the principle of purpose limitation:

- Verify whether personal data is only processed in a manner that is incompatible with the initial purpose.

Evidence Sources: Logs of data discovery scans against corresponding Processing Guidelines for external/internal services

Related GDPR References: Articles 5; Recital 39

Tasks to demonstrate we effectively apply the principle of data minimisation:

- Verify whether consultations are held with relevant customers and suppliers on the application of data minimisation before the start of processing.
- Verify whether consultations are held on the application of data minimisation for new internal services.

Evidence Sources: Documented instances of consultations held by our employees with customers on the application of data minimisation for new processing activities; and/or, Documented instances of consultations held between employees within our organisation on the application of data minimisation for new processing activities

Related GDPR References: Articles 5/32; Recital 39

Tasks to demonstrate we effectively apply the principle of data accuracy:

- Assess how we have internalised the principle of data accuracy in our Policies and Procedures.
- Verify whether data is being updated for accuracy purposes in a robust manner (e.g. by focussing on potential high risk areas for data inaccuracy such as unlawful storage of former employee data).

Evidence Sources: Data Protection Policies (e.g. HR Privacy Policy); and/or, Documented instances wherein data has been updated for accuracy purposes

Related GDPR References: Articles 5; Recital 39

Tasks to demonstrate we effectively apply the principle of storage limitation:

- Verify whether personal data is erased (deleted) in accordance with the defined retention schedule.

Evidence Sources: Documented instances of deletion records matching the defined deletion times in the corresponding processing records; and/or, Personal Data Processing Agreement Annexes

Related GDPR References: Articles 5; Recital 39

Tasks to demonstrate we effectively apply the principles of integrity and confidentiality:

- Verify whether every employee in our organisation has signed a Confidentiality and Privacy Agreement.
- Verify whether every processing activity we carry out on behalf of a customer is grounded in a Personal Data Processing Agreement.
- Verify whether the personal data we process is secured against external threats (e.g. hacking/intrusion) and internal threats (e.g. access controls and multi-factor authentication).

Evidence Sources: Log of signed employee Confidentiality and Privacy Agreements against the total number of employees; Log of completed/signed Personal Data Processing Agreements against the total number of relevant service/master agreements we hold with our customers/suppliers; and/or, Blueprint of our technical security measures to secure personal data against external and internal threats

Related GDPR References: Articles 5; Recital 39

1.2. How effective is our framework in ensuring our DPO can execute his/her task under the GDPR in an effective and efficient manner?

Tasks to demonstrate our DPO's job description ensures he/she can assume his/her responsibilities and execute the tasks laid down in the GDPR:

- Verify whether our DPO's job description includes the full range of tasks laid down in the GDPR.
- Verify whether our DPO is able to perform his/her duties without it resulting in a conflict of interests.

Evidence Sources: DPO job description + DPO employment contract

Related GDPR References: Article 37; Recital 97

Tasks to demonstrate our DPO is easily accessible and available to external and internal data subjects, and relevant Supervisory Authorities:

- Verify whether the supervisory authority has the up-to-date contact details of our DPO.
- Verify whether our employees have ready access to the up-to-date contact details for our DPO and he/she provides them with essential support and guidance upon request.
- Verify whether external data subjects have ready access to the up-to-date contact details for our DPO and he/she responds to their queries in an efficient and effective manner.

Evidence Sources: Official communication of our designated DPO to all staff; Logs of message traffic to and from our dpo email account; and/or, DPO contact details on our website (e.g. on dedicated Data Protection pages and Privacy Notices)

Related GDPR References: Article 37; Recital 97

1.3. How effectively is our DPO able to execute his/her tasks under the GDPR?

Tasks to demonstrate our DPO is bound by a confidentiality obligation in relation to his/her work:

- Verify whether our DPO has signed a Confidentiality and Privacy Agreement in line with his/her duties.

Evidence Sources: Confidentiality and Privacy Agreement signed by your DPO

Related GDPR References: Articles 38/39; Recital 97

Tasks to demonstrate our DPO is involved, properly and in a timely manner, in all issues which relate to the protection of personal data:

- Verify whether our DPO's opinion is given due weight in scoping discussions of new processing technologies and services, and that any reasons for not following our DPO's advice are documented.
- Assess how effectively our internal communication system functions to ensure our DPO is promptly consulted in the event of a data breach.

- Verify whether our DPO has been promptly consulted whenever a data breach or other similar incident has occurred, where applicable.

Evidence Sources: Records of meetings on the future use of new processing technologies and processing services; and/or, Results of simulations used to test internal communication (e.g. In the event of a subject access request, data breach or data protection guidance)

Related GDPR References: Articles 38/39; Recital 97

Tasks to demonstrate we have assigned an adequate budget for data protection compliance:

- Assess how adequate your allocated financial resources are to protect personal data.

Evidence Sources: Records of financial investments in resources for the purposes of data protection (e.g. premises, facilities, equipment, and training) against our risk and threat assessment

Related GDPR References: Articles 38/39; Recital 97

Tasks to demonstrate our DPO is able to exercise independence in informing and advising us and our employees of the obligations under the GDPR:

- Assess how well our DPO is being actively supported by our most senior management level.
- Verify whether our DPO has a direct line of communication to our most senior management level.
- Verify whether there are adequate safeguards to ensure our DPO can act in an independent manner in providing advice to our data subjects and data processing employees.

Evidence Sources: Records of meetings on data protection issues between our DPO and our most senior management level; Organisational chart; Transcripts of advice and recommendations provided by our DPO to our employees; and/or, DPO employment contract

Related GDPR References: Articles 38/39; Recital 97

1.4. How comprehensive and effective is our Data Protection Audit Programme?

Tasks to demonstrate we have a comprehensive and effective Data Protection Audit Programme:

- Verify whether our Audit Programme covers the full range of requirements under the EU GDPR.

Evidence Sources: Copy of the Audit Programme followed by our organisation

Related GDPR References: Article 39; Recital 97

1.5. How robust is our mechanism for ensuring all data processing employees receive information security and data protection training?

Tasks to demonstrate we have a robust mechanism for ensuring all data processing employees receive information security and data protection training:

- Verify whether all our data processing employees have received mandatory information security and data protection training.
- Verify whether data processing employees with specific duties have received specialised training (e.g. Administration, Marketing and Human Resources).
- Assess how accurately and consistently our data processing employees apply the knowledge they receive from our information security and data protection training.

Evidence Sources: Information security and data protection training programme implemented by your organisation; Record of training completion for all data processing employees; Records of training completion for all data processing employees with duties; and/or, Results of information security and data protection simulations (e.g. data breach management and/or processing records completion)

Related GDPR References: Article 39; Recital 97

1.6. How robust is our mechanism for ensuring the processing of personal data relating to criminal convictions and offences is carried out under the control of official authorities or appropriate safeguards under EU or Member State law?

Tasks to demonstrate we have a robust mechanism for ensuring the processing of any/all personal data relating to criminal convictions and offences is carried out under the control of official authorities or appropriate safeguards under EU or Member State law:

- Verify whether we have carried out any processing of personal data relating to criminal convictions and offences; and, if so, whether this has been carried out under the control of official authorities or appropriate safeguards under EU or Member State law.

Evidence Sources: Procedure for conducting criminal background checks; and/or, Documented instances of processing of personal data relating to criminal convictions and offences

Related GDPR References: Article 10

1.7. How robust is our mechanism for managing the relationship with our designated representative in the EU, if applicable?

Tasks to demonstrate we have a robust mechanism for managing the relationship with your designated representative in the EU:

- Verify whether the contract we hold with your EU representative mandates them to be addressed by Supervisory Authorities and data subjects on all issues related to processing.

Evidence Sources: Contract/agreement held by your organisation with its EU representative

Related GDPR References: Article 27; Recital 80

1.8. How robust is our mechanism for ensuring all data processing employees sign Confidentiality and Privacy Agreements?

Tasks to demonstrate we have a robust mechanism for ensuring all data processing employees sign Confidentiality and Privacy Agreements:

- Verify whether every Data Processing Employee has signed a Confidentiality and Privacy Agreement.

Evidence Sources: Log of signed employee Confidentiality and Privacy Agreements against the total number of employees

Related GDPR References: Article 28; Recital 81

1.9. How effective is our mechanism for ensuring internal compliance with our Binding Corporate Rules (BCRs)?

Tasks to demonstrate we have an effective mechanism for ensuring compliance with our BCRs:

- Verify whether our BCRs are consistently and accurately enforced by every member of our group of undertakings, including our employees.

Evidence Sources: Logs of the implementation of organisational security measures under BCRs; and/or, Logs of the implementation of technical security measures under BCRs

Related GDPR References: Article 47; Recital 110

1.10. How effective and transparent is our mechanism for determining the purposes and means of processing, and respective responsibilities, together with joint controllers?

Tasks to demonstrate we have an effective and transparent mechanism for determining the purposes and means of processing, and respective responsibilities, together with joint controllers:

- Verify whether the purposes/means of processing and respective responsibilities are arranged with our joint controllers in a transparent manner toward the data subjects.
- Verify whether we conduct PIAs/DPIAs in a transparent manner as a joint controller.
- Assess how effectively we communicate with data subjects as a joint controller.
- Assess how effectively we are able to manage a data breach as a joint controller.

Evidence Sources: Examples of agreements between joint controllers; Procedure for joint controllers to communicate with Data Subjects (incl. Privacy Notices and the handling of Data Subject requests to exercise their rights); Procedure for joint controllers to conduct a PIA/DPIA; and/or, Procedure for joint controllers to manage the resolution of Data Breach

Related GDPR References: Article 26; Recital 79

1.11. How robust is our mechanism for consulting Supervisory Authorities on DPIAs which reveal high residual risks?

Tasks to demonstrate we have a robust mechanism for consulting Supervisory Authorities on DPIAs:

- Assess how effective we are in performing a PIA and consulting Supervisory Authorities on DPIAs which reveal high residual risks.
- Verify whether we have implemented the DPIA findings provided by Supervisory Authorities.

Evidence Sources: Procedure/Template for conducting a PIA/DPIA; and/or, Documentation sent to the supervisory authority requesting and reporting on the implementation of advice/recommendations concerning DPIAs.

Related GDPR References: Article 36; Recitals 94-96

2. Lawfulness + Transparency

2.1. How robust is our mechanism for determining the lawful basis for processing?

Tasks to demonstrate we have a robust mechanism for determining the lawful basis for processing personal data on a case-by-case basis:

- Verify whether the lawful basis for each processing activity is appropriate.
- Verify whether personal data is only processed consistent with the original lawful basis.

Evidence Sources: Examples of processing records against Processing Guidelines; and/or, Logs of Personal Data discovery scans against the pre-defined Processing Guidelines

Related GDPR References: Article 6; Recital 32/40-50

2.2. How robust is our mechanism for ensuring the conditions for lawful basis are met in processing activities which involve special categories of personal data?

Tasks to demonstrate we have a robust mechanism for ensuring the conditions for lawful basis are met in processing activities which involve special categories of personal data:

- Verify whether the conditions for lawful basis are met for each processing activity which involves special categories of personal data.
- Verify whether special categories of personal data are only processed consistent with the original lawful basis.
- Verify whether explicit consent has been obtained for the processing of special categories of personal data, where this forms the legal basis of the processing activity.
- Verify whether our records of processing for personal data includes an up-to-date log of sensitive data and indicates the basis for such processing.

Evidence Sources: Procedure for processing special categories of personal data; Procedure for obtaining explicit consent; Examples of forms for obtaining explicit consent; Records of processing related to special categories of personal data; and/or, Examples of completed PIAs related to the processing of special categories of personal data

Related GDPR References: Article 9; Recitals 51/56

2.3. How effective and efficient is our mechanism for ensuring data subjects are able to exercise their rights?

Tasks to demonstrate we effectively and efficiently facilitate data subjects to request/obtain access to their personal data:

- Assess how reliable our system is for managing requests from data subjects to access their personal data (e.g. Customer portal or service mailbox).
- Verify whether we provide data subjects with transparent information on how to request/obtain access to their personal data.
- Verify whether we respond to subject access requests within 1 month.
- Verify whether the answers we provide to data subject includes all the required information elements.

Evidence Sources: Procedure for handling data subject requests; Customer portal or service mailbox for data subject requests; Log of response times to subject access requests; Reports of simulations of responding to subject access requests; and/or, Examples of responses to subject access requests

Related GDPR References: Articles 15; Recitals 63/64

Tasks to demonstrate we effectively inform data subjects about the safeguards we take when their personal data is transferred to a third country/international organisation:

- Verify whether our internal data subjects (i.e. employees) are informed about transfers of their personal data to a third country or international organisation.
- Verify whether our external data subjects (e.g. customers) are informed about transfers of their personal data to a third country or international organisation.

Evidence Sources: Online Privacy Notice; and/or, HR Privacy Policy

Related GDPR References: Articles 15; Recitals 63/64

Tasks to demonstrate we apply a reasonable fee based on administrative costs to provide data subjects with a copy of the personal data we hold:

- Verify whether our fee for providing a copy of the personal data we process follows the guidance of our Supervisory Authority.

Evidence Sources: Copy of the official guidance provided by your supervisory authority

Related GDPR References: Articles 15; Recitals 63/64

Tasks to demonstrate we effectively and efficiently facilitate data subjects to update or correct their personal data:

- Assess how reliable our system is for managing requests from data subjects to update/correct their personal data (e.g. Customer portal or service mailbox).
- Verify whether we provide data subjects with transparent information on how to update/correct their personal data.
- Verify whether requests to update/correct personal data are implemented correctly.

Evidence Sources: Customer portal or service mailbox for data subject requests; Log of response times for requests to update/correct personal data; Reports of simulations of responding to requests to update/correct personal data; and/or, Examples of data updates/corrections based on requests from data subjects

Related GDPR References: Article 16; Recitals 65

Tasks to demonstrate we effectively erase (delete) personal data if the continued processing of those data is not justified:

- Assess how reliable our system is for managing requests from data subjects to erase their personal data (e.g. Customer portal or service mailbox).
- Verify whether we provide data subjects with transparent information on how to erase their personal data.
- Verify whether requests to erase personal data are implemented correctly (including the deletion of copies and replications).

Evidence Sources: Procedure for executing on data subject rights; Customer portal or service mailbox for data subject requests; Log of response times for requests to erase personal data; Reports of simulations of responding to requests to erase personal data; Examples of data erasure based on requests from data subjects

Related GDPR References: Article 17; Recitals 65/66

Tasks to demonstrate we effectively and efficiently facilitate data subjects to request the restriction of processing of their personal data:

- Assess how reliable our system is for managing requests from data subjects to restrict the processing of their personal data (e.g. Customer portal or service mailbox).
- Verify whether we provide data subjects with transparent information on how to restrict the processing of their personal data.
- Verify whether requests to restrict the processing of personal data are implemented correctly (including by any third parties involved in the processing activity).

Evidence Sources: Procedure for handling data subject rights regard to the processing of personal data; Customer portal or service mailbox for data subject requests; Log of response times for requests to restrict the processing of personal data; Reports of simulations of responding to requests to restrict the processing of personal data; and/or Examples of processing restrictions based on requests from data subjects

Related GDPR References: Article 18; Recitals 67

Tasks to demonstrate we effectively facilitate data subjects to move, copy or transfer their personal data from one service provider to another in a safe and secure way, without hindrance to usability:

- Assess how reliable our system is for managing requests from data subjects to move, copy or transfer their personal data (e.g. Customer portal or service mailbox).
- Verify whether we provide data subjects with transparent information on how to move, copy or transfer their personal data.
- Verify whether requests to move, copy or transfer personal data are implemented correctly (i.e. data is provided in a structured/commonly used/machine-readable format for transfer to another controller).

Evidence Sources: Procedure for handling data subject rights regard to the processing of personal data; Customer portal or service mailbox for data subject requests; Log of response times for requests to move, copy or transfer personal data; Reports of simulations of responding to requests to move, copy or transfer personal data; and/or, Examples of data movements, copies or transfers based on requests from data subjects

Related GDPR References: Article 20; Recitals 68

Tasks to demonstrate we effectively resolve objections of data subjects to the processing of their personal data:

- Assess how reliable our system is for resolving objections to the processing of personal data (e.g. Customer portal or service mailbox).
- Verify whether we provide data subjects provides with transparent information on how to object to the processing of personal data.
- Verify whether objections to the processing of personal data are resolved effectively (e.g. processing is stopped by all parties involved).

Evidence Sources: Procedure for handling data subject rights regard to the processing of personal data; Customer portal or service mailbox for data subject requests; Log of response times for resolving objections to the processing of personal data; Reports of simulations of resolving objections to the processing of personal data; and/or, Examples of resolving objections to the processing of personal data received from data subjects

Related GDPR References: Article 21; Recitals 69/70

Tasks to demonstrate we effectively resolve objections of data subjects to the processing of their personal data for automated decision making, including profiling.

- Assess how reliable our system is for resolving objections to the processing of personal data for automated decision making (e.g. Customer portal or service mailbox).
- Verify whether we provide data subjects with transparent information on how to object to the processing of personal data for automated decision making.
- Verify whether objections to the processing of personal data for automated decision making are resolved effectively (e.g. processing is stopped by all parties involved).
- Verify whether we conduct a PIA/DPIA for processing activities that involve automated decision making.
- Verify whether appropriate mathematical/statistical procedures are used in automated decision making.
- Verify whether information concerning children is excluded from automated decision.

Evidence Sources: Procedure for handling data subject rights regard to the processing of personal data for automated decision making; Customer portal or service mailbox for data subject requests; Log of response times for resolving objections to the processing of personal data for automated decision making; Reports of simulations of resolving objections to the processing of personal data for automated decision making; and/or, Examples of resolving objections to the processing of personal data for automated decision making received from data subjects

Related GDPR References: Article 22; Recitals 71/72

2.4. How effective and efficient is our mechanism for requesting and recording the consent of data subjects to process their personal data?

Tasks to demonstrate our requests for consent from data subjects are clearly distinguishable from other matters, presented in an easily accessible form and use clear and plain language:

- Verify whether our privacy notices are written in clear and plain language which is easy to understand for the data subjects.
- Verify whether our privacy notices include the information required to clearly inform data subjects of the use of consent as your lawful basis, of the processing purpose and the names of our organisation and any third party controllers.
- Verify whether the required information to obtain valid consent is specifically described for each different use of cookies, where necessary.

Evidence Sources: Procedure for obtaining valid consent; Records of personal data processing based on consent; and/or, Online Privacy Notice

Related GDPR References: Article 7; Recitals 32/33/42/43/58

Tasks to demonstrate we effectively and efficiently enable data subject to withdraw their consent:

- Verify whether we inform data subject of their right to withdraw the consent prior to giving the consent.
- Assess how reliable our system is for enabling data subjects to withdraw their consent for the processing of their personal data.
- Verify whether the withdrawal of consent by data subjects is resolved effectively (e.g. processing is stopped and personal data is erased).

Evidence Sources: Procedure for managing the withdrawal of consent

Related GDPR References: Article 7; Recitals 32/33/42/43/58

Tasks to demonstrate data subjects have freely given their consent to process their personal data:

- Verify whether the consent mechanism we use offers individuals a genuine choice and control, based on the principle of 'opt-in'.

Evidence Sources: Procedure for obtaining valid consent; and/or Examples of consent forms

Related GDPR References: Article 7; Recitals 32/33/42/43/58

2.5. How robust is our mechanism for requesting and recording the consent of the holders of parental responsibility when collecting personal data of children?

Tasks to demonstrate we have a robust mechanism in place to manage consent in offering online services directly to children:

- Verify whether any/all instances of processing of personal data of children are based on consent or authorisation from holders of parental responsibility over the children whose personal data you are processing.

Evidence Sources: Procedure for obtaining valid consent; and/or, Template for obtaining parental consent

Related GDPR References: Article 8; Recitals 38/58

2.6. How effective is our mechanism for ensuring transparent information and efficient modalities for the exercise of the rights of data subjects?

Tasks to demonstrate we provide all information related to the rights of data subjects in a concise, transparent, intelligible, and easily accessible form, using clear and plain language:

- Verify whether any/all instances of communicating with data subjects for the exercise of their rights is presented in a concise, transparent, intelligible, and easily accessible form.
- Verify whether any/all instances of communicating with data subjects for the exercise of their rights uses clear and plain language.

Evidence Sources: Online Privacy Notice; HR Privacy Policy; Procedure for obtaining valid consent; and/or, Examples of consent forms

Related GDPR References: Article 12; Recitals 58-60

Tasks to demonstrate we have efficient modalities for the exercise of the rights of data subjects:

- Assess how reliable our system is for facilitating data subjects to exercise their rights (e.g. Customer portal or service mailbox).
- Verify whether our external data processors assist us in facilitating data subjects to exercise their rights.

Evidence Sources: Procedures for facilitating data subject to exercise their rights; Examples of responses to data subjects in assisting them to exercise their rights; and/or, Reports of simulations of responses to data subjects in assisting them to exercise their rights

Related GDPR References: Article 12; Recitals 58-60

2.7. How effective is our mechanism for ensuring data subjects are provided with information on us and a description of our processing activities when we collect personal data from them?

Tasks to demonstrate we provide data subjects with information about our data handling practices:

- Verify whether our Online Privacy Notices and HR Privacy Policy contain all the information referred to in Article 13 of the GDPR.

Evidence Sources: Online Privacy Notice; and/or HR Privacy Policy

Related GDPR References: Article 13; Recitals 60-62

Tasks to demonstrate our Privacy Notices are aligned with legal requirements and your descriptions of data processing activities are accurate and complete:

- Verify whether our Privacy Notices include the information required to clearly inform data subjects of their rights and our lawful purposes/means of processing.
- Verify whether the descriptions of data processing activities are accurate and complete in our communication with data subjects.

Evidence Sources: Examples of Online Privacy Notices against the corresponding Processing Guidelines

Related GDPR References: Article 13; Recitals 60-62

Tasks to demonstrate how we inform data subject of any/all secondary uses of their personal data:

- Verify whether data subjects are informed of secondary uses of their personal data prior to processing.

Evidence Sources: Processing Guideline for the secondary use of personal data; and/or, Examples of Online Privacy Notices against the corresponding Processing Guidelines

Related GDPR References: Article 13; Recitals 60-62

2.8. Where personal data have not been obtained from the data subject, how effective is our mechanism for responding to data subject requests with the required information on the controller and a description of the processing activities?

Tasks to demonstrate we effectively and efficiently respond to requests from data subject with information on the controller and a description of the processing activities:

- Assess how reliable your system is for facilitating data subjects to exercise their rights where personal data have not been obtained from them directly.
- Verify whether you respond to subject access requests within 1 month.
- Verify whether the answers provide to data subject include all the required information elements.

Evidence Sources: Procedure for handling data subject requests; Customer portal or service mailbox for data subject requests; Log of response times to subject access requests; Reports of simulations of responding to subject access requests where personal data have not been obtained from the data subject; and/or, Example responses to data subject requests

Related GDPR References: Article 14; Recitals 60-62

2.9. How effective is our mechanism for ensuring data subjects are notified in cases of rectification/erasure of personal data or restriction of processing?

Tasks to demonstrate we effectively and efficiently notify data subjects in cases of rectification or erasure of personal data or restriction of processing:

- Assess how reliable our system is for notifying data subjects in cases of rectification/erasure of personal data or restrictions of processing.
- Verify whether the notification we provide to data subjects includes all required information elements.

Evidence Sources: Procedure for notifying data subjects in cases of data rectification/erasure or restrictions of processing

Related GDPR References: Article 19; Recitals 66

3. Security + Safeguards

3.1. How effective is our mechanism for implementing appropriate technical and organisational measures to safeguard personal data?

Tasks to demonstrate we have an effective mechanism for implementing appropriate technical and organisational measures to safeguard personal data:

- Verify whether our data processing employees comply with our Information Security and Data Protection Policies, Codes of Conduct and Processing Guidelines.
- Verify whether our technical and organisational measures to safeguard personal data are active.
- Verify whether data minimisation and pseudonymisation are implemented across all applicable organisation units, where possible.

Evidence Sources: Information Security and Data Protection Policies, Codes of Conduct and Processing Guidelines; Blueprint of technical security measures implemented by your organisation to secure personal data against external and internal threats; and/or, Logs of technical security measure (e.g. active status for encryption tools)

Related GDPR References: Article 24; Recitals 74/77

3.2. How effectively have we internalised the principles of data protection by design and by default?

Tasks to demonstrate how we apply the principles of data protection by design and by default:

- Verify whether the principles of data protection by design/default are applied in the development and onboarding of new processing technologies and services.

Evidence Sources: Records of assessments/adjustments of new processing technologies and services which demonstrate the application of data protection by design and by default.

Related GDPR References: Article 25; Recitals 78

3.3. How effective is our mechanism for ensuring appropriate levels of security are implemented for processing activities?

Tasks to demonstrate we use procedures, practices, and tools to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored, or otherwise processed:

- Verify whether we have implemented adequate technical and organisational measures on the basis of a comprehensive security risk assessment.
- Verify where we have incorporated the implementation of technical and organisational security measures in our IT Use and Data Processing Policy.

Evidence Sources: IT Use and Data Processing Policy; and/or, Security risk assessments

Related GDPR References: Article 32; Recital 83

Tasks to demonstrate we systematically encrypt personal data, where possible:

- Verify whether we systematically apply encryption on hardware that is used to process personal data.

Evidence Sources: Logs of active encryption on hardware used for the processing of personal data; and/or, Encryption software tools

Related GDPR References: Article 32; Recital 83

Tasks to demonstrate we use procedures, practices, and tools to ensure the confidentiality, integrity, availability and resilience of processing systems and services:

- Verify whether our measures to ensure the ongoing confidentiality of processing systems and services are active and adequate (e.g. Confidentiality and Privacy Agreements and role-based access controls).
- Verify whether our measures to ensure the ongoing integrity of processing systems and services are active/adequate (e.g. Email authentication, firewall protection and review processes for data accuracy).
- Verify whether our measures to ensure the ongoing availability of processing systems and services are active/adequate (e.g. managed data backup, data recovery system and Disaster Recovery System).
- Verify whether our measures to ensure the ongoing resilience of processing systems and services are active/adequate (e.g. proactive software patching and Information Security Organisation).

Evidence Sources: Logs of active technical security measures (e.g. Hardware encryption and software patches); and/or, Logs of up-to-date organisational security measures (e.g. for Confidentiality and Privacy Agreements and training)

Related GDPR References: Article 32; Recital 83

Tasks to demonstrate we use procedures, practices, and tools to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:

- Verify whether our measures enable us to restore the availability and access to personal data in the event of a physical or technical incident (e.g. managed data backup and incident response system).

Evidence Sources: Logs of data backups; and/or, Reports of incident response simulations

Related GDPR References: Article 32; Recital 83

Tasks to demonstrate we have a robust mechanism for testing, assessing and evaluating the effectiveness of technical and organisational measures:

- Verify whether we perform regular testing, assessments, and evaluations of the effectiveness of your security measures (e.g. Periodic information security review and audit programme).

Evidence Sources: Reports of vulnerability scans and penetration tests; and/or, Audit reports

Related GDPR References: Article 32; Recital 83

3.4. How effective is our response plan for personal data breaches and the notification of supervisory authorities and data subjects?

Tasks to demonstrate we have an efficient and effective response plan for personal data breaches and the notification of supervisory authorities and data subjects:

- Verify whether we have an efficient and effective process for identifying/receiving data breach reports.
- Verify whether employees involved in processing activities are trained to identify and properly escalate a suspected data breach.
- Verify whether we have an effective system for resolving a data breach.
- Verify whether we have an efficient and effective process for informing Supervisory Authorities and affected data subjects of a data breach, where required.
- Verify whether our agreements with processors specify their obligation to immediately notify us after being made aware of a data breach involving personal data.
- Verify whether our agreements with controllers include contact details for us to report a data breach when we are processing personal data on their behalf.

Evidence Sources: Procedure for handling personal data breaches and notifying supervisory authorities and data subjects; Contact list for data breach response teams; and/or, Reports of data breach simulation tests

Related GDPR References: Articles 33/34; Recitals 85/88

Tasks to demonstrate we have an effective mechanism for maintaining records of data breaches and implementing remedial actions:

- Verify whether our system for maintaining logs to track data privacy incidents/breaches is up-to-date.
- Verify whether remedial actions have been implemented in response to each data breach.

Evidence Sources: Records of data breach resolution; Documents with the remedial actions; and/or, Reports of data breach simulation tests

Related GDPR References: Articles 33/34; Recitals 85/88

3.5. How effective is our mechanism for ensuring we comply with our obligations for personal data transfers to third countries/international organisations?

Tasks to demonstrate we have an effective mechanism for ensuring we apply the appropriate safeguards for the transfer of personal data to third countries or international organisations:

- Verify whether appropriate transfer mechanisms have been applied in our transfer agreements.
- Verify whether the responsible data processing employees in our company are adequately trained in selecting/applying the appropriate transfer mechanism.
- Verify whether the consent forms from data subjects are signed and complete for transfers of data collected on the legal basis of consent.
- Verify whether our processing records contain an up-to-date log of personal data transfers which indicate the legal basis for each transfer.

Evidence Sources: Personal data processing inventory of international data flows on the basis of an adequacy decision or transfer mechanism; and/or, Examples of transfer safeguards (e.g. Binding Corporate Rules, Model Contractual Clauses, EU-US Privacy Shield Certification, or Approved Codes of Conduct)

Related GDPR References: Articles 45/46; Recitals 103/107-108/110-111/115

4. Verification + Assurance

4.1. How effective is our mechanism for ensuring the processors we engage provide sufficient guarantees to implement appropriate security measures?

Tasks to demonstrate we have an effective mechanism for ensuring our processors provide sufficient guarantees to implement appropriate technical and organisational security measures:

- Verify whether we include a definition of technical and organisational security measures in our Personal Data Processing Agreements with processors.
- Verify whether we are able to perform audits on our processors.

Evidence Sources: Examples of completed Personal Data Processing Agreements and Annexes; and/or, Examples of supplier assessments.

Related GDPR References: Article 28; Recital 81

4.2. How effective is our mechanism for ensuring we obtain the authorisation of our controllers before engaging another processor?

Tasks to demonstrate we have an effective mechanism for ensuring you obtain the authorisation of your controller before engaging another processor:

- Verify whether we have obtained the required authorisation from our controllers for each instance in which we have used a sub-processor.

Evidence Sources: Examples of completed Personal Data Processing Agreements and Annexes; and/or, Records of processing which involve a sub-processor against the log of authorisations provided by the respective controllers.

Related GDPR References: Article 28; Recital 81

4.3. How effective is our mechanism for ensuring our relationships with processors and controllers are governed by a legally binding contract?

Tasks to demonstrate we have an effective mechanism for ensuring our relationship with controllers and processors is governed by a legally binding contract:

- Verify whether we have completed a Personal Data Processing Agreement for each controller to processor relationship.

Evidence Sources: Records of completed Personal Data Processing Agreements against the total number of service agreements held by your organisation with processors and controllers

Related GDPR References: Article 28; Recital 81

4.4. When acting as a controller, how robust is our mechanism for issuing processing instructions to your processors?

Tasks to demonstrate we have a robust mechanism for issuing instructions to our processors:

- Verify whether we implement the instructions provided by our controllers.

Evidence Sources: Records of completed Personal Data Processing Agreement Annexes against the total number of service agreements held by your organisation with processors

Related GDPR References: Article 29; Recital 81

4.5. When acting as a processor, how robust is our mechanism for reviewing and implementing the processing instructions of your controllers?

Tasks to demonstrate we have an effective mechanism for reviewing and implementing the processing instructions of your controllers:

- Verify whether we implement the instructions provided by its controllers.

Evidence Sources: Records of completed Personal Data Processing Agreement Annexes and instructions against the total number of service agreements held by your organisation with controllers; and/or, Records of implementation for specific instructions from individual controllers

Related GDPR References: Article 29; Recital 81

4.6. How robust is our mechanism for creating and maintaining processing records?

Tasks to demonstrate we have a robust system for creating and maintaining processing records:

- Verify whether our processing records are up-to-date and accurate (in writing/electronically).
- Verify whether all employees involved in creating processing records have received adequate training.
- Verify whether the technical system used to store our processing satisfies the requirements for availability, integrity, and resilience.

Evidence Sources: Records of completed Personal Data Processing Agreement Annexes against the total number of service agreements held by your organisation with controllers; Records of personal data collected using consent (e.g. for marketing purposes); Records of training for data processing employees whose duties include the creation of processing records; and/or, Blueprint of technical security measures for the system used to maintain processing records

Related GDPR References: Article 30; Recitals 82/89

4.7. How robust is our mechanism for conducting Data Processing Impact Assessments (DPIAs)?

Tasks to demonstrate we have a robust mechanism for conducting a DPIA prior to the start of processing when this is likely to result in a high risk to the rights and freedoms of natural persons:

- Verify whether we conduct a PIA/DPIA for new processing services and technologies.
- Verify whether Supervisory Authorities are consulted prior to engaging in high risk processing activities.
- Assess how the results and necessary safeguards identified in the PIA/DPIA were integrated into the definitions for the processing activity.

Evidence Sources: Examples of completed PIAs; Procedure for conducting a PIA/DPIA; and/or, Procedure for obtaining the guidance of the Supervisory Authority in the completion of a DPIA

Related GDPR References: Article 35; Recitals 84/89-93

Tasks to demonstrate we have an effective mechanism for seeking the advice of the DPO when carrying out a DPIA:

- Verify whether the advice of our DPO was followed for the completion of every DPIA.
- Assess how the results and necessary safeguards identified by the DPO in the PIA/DPIA were integrated into the definitions for the processing activity.

Evidence Sources: Examples of completed PIAs/DPIAs; Procedure for conducting a PIA/DPIA; and/or, Procedure for obtaining the guidance of the DPO in the completion of a PIA/DPIA

Related GDPR References: Article 35; Recitals 84/89-93

Tasks to demonstrate we systematically conduct a DPIA in cases of: automated decision making, including profiling, that produce legal or similarly significant effects; large scale processing of special categories of data; or, large scale, systematic monitoring of a publicly accessible area:

- Verify whether our procedure for conducting a PIA/DPIA is followed in cases of automated decision making.
- Verify whether our procedure for conducting a PIA/DPIA is followed in cases of large scale processing of special categories of data.
- Verify whether our procedure for conducting a PIA/DPIA is followed in cases of large scale, systematic monitoring of a publicly accessible area.

Evidence Sources: Examples of completed PIAs; and/or, Written Procedure for conducting a PIA/DPIA

Related GDPR References: Article 35; Recitals 84/89-93



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As one of the Principal Deliveries in our Services Package, **Crayon offers Direct Customers, Resellers and Indirect Customers a one-stop solution to provision and manage Cloud Services or Software they procure from Service Providers and Vendors.**

This Principal Delivery is dependent on **Crayon's two core Service Commitments towards our Customers and Service Providers:**

- 1. Unrivalled Flexibility + Visibility for Customers to create and provision Cloud Services with our self-service approach.**
- 2. Increased Confidence + Reliability for Customers in managing the use of Cloud Services and On-Premise Software with our Support Plans, which provide our Customer's with expert guidance and technical incident Resolution Support.**

For us to deliver on our Service Commitments, **Crayon performs three types of activities which involve the processing of Personal Data, and for which we assume the full responsibilities and accountability of an autonomous Data Controller:**

- a) For Customers to create and provision Cloud Services in real time, we must provide their IT Administrators with access to our self-service **Cloud-iQ Web Portal**.
- b) For Customers to manage their Cloud Services with the capacity to rapidly activate external expertise and support in the event of a Technical or Cloud Services related issue. We may have to temporarily access Service Providers' Web Portals when assisting Customers' Cloud Administrators with walk-through guidance during the delivery of **Cloud Support Services**.
- c) For Customers to resolve technical issues with On-Premise Software Products we may provide the contact details of our Customer's IT administrator to the Software Vendor to deliver incident resolution support as a part of our **Break/Fix Services**.

Especially when the level of internal competence to securely manage the use of Cloud Services is still low during the early stages of cloud adoption, **our Customers could be exposed to significant risks, if we could not perform these Processing Activities.** For instance, our Customers' IT Administrators might not be able to resolve an issue or restore data critical for business operations, and they may even cause an Accidental Integrity and/or Availability Breach if they lack the knowledge to execute the right steps through a Service Provider's Web Portal or do not receive relevant expertise in solving a technical issue via our Break/Fix Services.

To honour our data protection commitments as a Controller, we have invested in robust technical measures to secure the Personal Data we collect and store in relation to our Cloud-iQ Web Portal. In addition, we have put in place strict organisational measures to govern the processing operations performed by Crayon's Technical and Licensing Agents in relation to our Cloud Support Services. Beyond our internal approach to the GDPR's principle of '*privacy by design*', we proactively collaborate with our Service Providers to further enhance the available security measures related to our access to Personal Data through their Web Portals.

While Crayon is solely accountability as an autonomous Data Controller for Cloud-iQ and its Cloud Support Services, we appreciate that our Customers may wish to receive specific assurances related to our processing purposes and means when it concerns the Personal Data of their Employees. Accordingly, this factsheet provides a concise summary of **why and how we process Personal Data for Crayon's Cloud-iQ Web Portal and our Support Services in compliance with the GDPR.**

For more information or to receive a copy of Crayon's GDPR Assurance Pack, which includes our Data Processing Codes, Response Plans for Incidents and Subject Access Requests, and Data Protection Audit Programme, please contact: DPO@Crayon.com.

Cloud-iQ Web Portal

Crayon's Cloud-iQ Web Portal is a Data Processing System we offer to our Direct Customers, Resellers and Indirect Customers for the procurement, provisioning, and management of cloud subscriptions from multiple Service Providers.

To enable our Customers to procure and manage cloud subscriptions through a secure User Account in Cloud-iQ, we collect the Contact Data and User Credentials of our Customers' IT Administrators. This data is stored in Crayon's on-premises datacentres in Norway, where it is only accessible to dedicated Technical Agents, Passwords are hashed, and all data is deleted on service end.

To facilitate our Customers to procure and provision cloud subscriptions from our Service Providers, we share the Contact Data of our Customers' IT Administrators with the respective Service Provider selected by our Customers.

Support Services

Crayon's Support Services is a capability we offer to assist Direct Customers, Resellers and Indirect Customers in procuring, provisioning and managing the Cloud Services or On-Premise Software they procure from Cloud Service Providers or Software Vendors. Our support plans include components such as Licensing and Billing, Cloud Services Activation and Onboarding, Cloud Administration and Break/Fix resolution. This assistance is delivered in the form of expert guidance to Customer's IT Administrators.

To guide our Customers' IT Administrators through the process of resolving a Cloud Services Administration issue or incident, we have read/view access to Personal Data stored in the relevant Service Provider's cloud infrastructure (e.g. O365 or Azure). Access is strictly confined to the temporary consultation which is critical to guide the Customers' IT Administrator in resolving the specific Cloud Support issue or request. Technical Support is strictly limited to guidance or escalation to the appropriate Software Vendor depending on the type of Service Request received from the Customer. Crayon Agents do not access customer environment unless explicitly requested to do so and do not perform any changes in the Customer Environment or Administrative Portals.

Our Customers can de-activate Crayon Support Agent access rights to their Service Provider Web Portal at any point during the customer relationship; with immediate effect.

Obligations

In its capacity as an autonomous "Controller" on the lawful basis of "Legitimate Interest", Crayon is solely responsible and liable for meeting its data protection obligations when processing the Personal Data of our Customers' Employees for the explicit purposes defined in relation to our Cloud-iQ Web Portal and Support Services (see GDPR: Recital 47; Art.4.7; and, Art.6.1(f)). We completed a Legitimate Interest Assessment (LIA) to determine the appropriate lawful basis for these Processing Activities. To ensure our ongoing compliance with the GDPR, Crayon uses the LIA template of a National Supervisory Authority and re-evaluates each LIA whenever any planned changes may affect the scope or nature of the Personal Data processing.

Accordingly, Crayon's Customers are not required to take any additional compliance action in relation to the Processing Activities for our Cloud-iQ Web Portal and Support Services. As good practice to maximise transparency towards Data Subjects, we kindly ask our Customers to provide Employees whose Personal Data we may process with this fact sheet and/or direct them to our Privacy Notice (see: <https://www.crayon.com/en/about-us/global-privacy-notice/>).

Safeguards

Our Data Minimisation and Storage Limitation Practices:

- Crayon's Cloud-iQ Web Portal only collects the minimum required Contact Data (Name + Work Email + Phone Number) and User Credentials (Login Name + Password) from individuals to create a Cloud-iQ User Account. This data is securely stored in Crayon's on-premises datacentre located in Norway and deleted on service end.
- Crayon only shares the minimum required Contact Data (Name + Work Email + Phone Number) with our Service Providers or Software Vendors to enable Customers to procure cloud subscriptions or receive technical incident resolution support.
- Crayon's Support Agents are restricted in their access to Personal Data via the Service Providers' Web Portals to that which is temporarily required to guide IT Administrators through the resolution of a specific Technical or Administrative Issue.

Our Technical + Organisational Security Measures:

The Cloud-iQ Web Portal and our Support Services are subject to Crayon's global security standards and policies which are applicable to all Data Processing Systems used by Crayon Group and enforced through our Binding Corporate Rules (BCRs).

- Role Based Access restricts access to Service Provider Portals to dedicated Crayon Support Agents. Access requires unique user credentials provided by Cloud Services Provider(s) for the purpose of provisioning Support Services to End Customers.
- Multi-factor Authentication (MFA) is enabled and required for all Crayon Employees to access Data Processing Systems, including Support Agents accessing our Cloud Service Provider's Administrative Portals.

To ensure Integrity and Confidentiality, our Processing Activities in relation to Cloud-iQ and our Cloud Support Services are subject regular monitoring by Crayon's Data Protection Officer and may only be performed by dedicated Support Agents who:

1. Sign Crayon's Privacy and Confidentiality Agreement
2. Complete Crayon's Foundational Information Security and Data Protection (ISDP) training
3. Comply with Crayon's Processing Guidelines for Cloud-iQ and Support Agents.

Our Transparent Approach in facilitating Individuals to exercise their Privacy Rights:

Customer Employees are provided with Crayon's Privacy Notice when they create a User Account for the Cloud-iQ Web Portal. Our Global Privacy Notice states the Lawful Basis of processing and Legitimate Interest at stake, with explicit references to our Cloud-iQ Web Portal and Cloud Support Services. It also lists Crayon's Service Providers and offers clear information for Individuals to exercise their rights through our dedicated webpage for the submission of a Subject Access Request.